

**STANDARD STATE OF MARYLAND LEASE FORM (FORM DGS-680-3)
WITH GREEN PROVISIONS AND STATE CENTER MODIFICATIONS**

THIS LEASE AGREEMENT (hereinafter, the “**Lease**”), is made this ____ day of July Two Thousand Ten, between **PSP PHASE 1 PARCEL G OFFICE LLC, a Maryland limited liability company** hereinafter called the “**Lessor,**” and **STATE OF MARYLAND,** hereinafter called the “**Lessee,**” to the use of the Department of General Services.

Name of Lessor	PSP Phase 1 Parcel G Office LLC
Address of Lessor	3430 2 nd Street, Suite 320
City, State, Zip Code	Baltimore, MD 21225
Person to contact In Lessor’s Office	Caroline G. Moore
Phone Number to Contact for Problems	410-696-7552

1.1. The Lessor owns a fifteen (15) story office building (“**Building**”) to be constructed on a portion of the two (2) acre parcel, more or less, of land known as “Parcel G” of the State Center complex which is bounded by Martin Luther King Boulevard, Eutaw Street, Preston Street, and Madison Street in Baltimore City (the “**Land**”). Hereinafter the Land and the Building shall be collectively referred to as the “**Property.**” The Land is owned by the State of Maryland and leased to the Lessor pursuant to the terms of the Phase Ground Lease dated July __, 2010 (the “**Ground Lease**”), a copy of which has been provided to the Lessee. Attached as **Exhibit 1** is a description of the Property; attached as **Exhibit 2** is a site plan of the Property.

1.1.1. The Lessor demises and leases unto Lessee 375,000 net usable square feet of space in the to be constructed Building currently known and described as (*901 N Eutaw Street, Baltimore, MD 21201*), hereinafter the “**Demised Premises,**” together with the right to use in common with others hallways, elevators, lobbies, sidewalks, parking area access, public restrooms and other areas directly serving and allocable to the Demised Premises as “**Common Areas.**”

1.2. The Demised Premises contain 375,000 net usable square feet of space, more or less, (net usable square feet is defined in the General Performance Standards and Specifications for the State of Maryland Leased Facilities over 5,000 net usable square feet) to be used in promotion of the Green Building Standards (defined below in Section 8.5) and for the following purpose: administrative office, public contact, general office,.

1.3. The term of the Lease is Twenty Years (20) (the “**Original Term**” or “**Term**”), and is expected to commence on June 1, 2014, or such other date as is established by the following provisions (hereinafter the “**Commencement Date**”).

Upon Substantial Completion of improvements required under the Lease, Lessor shall provide to the DGS Office of Real Estate at least ten (10) days prior written notice, that the Demised Premises have been substantially completed and that all required use or occupancy permits have been obtained. Upon receipt of said notification, the Demised Premises shall be inspected within twenty (20) business days for the purposes of acceptance by the DGS Office of Real Estate. Once the Demised Premises are inspected, confirmed as complete, and accepted, the parties shall execute the form entitled “Acceptance of Space 680-5”, a copy of which is

attached hereto and marked **Exhibit 5** and the Lessee shall have up to fifteen (15) days from said acceptance to occupy the space (the “**Move-In Period**”). Acceptance of the Demised Premises shall not require the completion of items generally acknowledged to be “punch list” items, the completion of which may occur during the Move-In Period and beyond, but in no event later than thirty (30) days following the end of the Move-In Period. The Commencement Date will be the first to occur of actual occupancy by the Lessee, or the expiration of the Move-In Period. If, in fact, the date of occupancy occurs other than the expected Commencement Date set forth above, the parties shall execute the form entitled Supplemental Lease, which shall modify the Commencement Date to be the date determined under the prior sentence.

It is agreed by the parties that the Term and the Lessee’s obligations to pay rent and perform its other obligations as set forth in this Lease shall commence upon the Commencement Date as set forth above or in the Supplemental Lease.

Notwithstanding anything contained herein to the contrary, whether or not the Demised Premises have been completed and delivered to Lessee, the Rent (as defined below in 1.4.1) for the entire Demised Premises shall commence no later than December 1, 2014 (the “**Outside Rental Obligation Commencement Date**”); provided however, in the event that the Outside Rental Obligation Commencement Date is earlier than either the actual occupancy by Lessee or the expiration of the Move-In Period, Lessee’s remedies shall be those specifically set forth in Section 22.2. When the construction schedule for the Building is firmly established, Lessor and Lessee will mutually re-establish the Outside Rental Obligation Commencement Date and such date will be memorialized and attached hereto as **Addendum “E”**.

1.4.1. The fixed rent (“**Rent**”) due by Lessee to Lessor is shown on **Exhibit 9** and Lessee shall pay the Rent in the amounts and on the dates set forth on **Exhibit 9** (as may be revised to reflect an actual Commencement Date that is earlier than the Outside Rental Obligation Commencement Date); all other amounts required to be paid by Lessee pursuant to this Lease are identified on **Exhibit 6** and constitute “**Expense Payments**.” The Lessor’s Federal Tax Identification Number is 27-2923838.

1.4.2. Lessee will not automatically pay the Rent; Lessor will send a monthly statement of charges to each State Unit (hereinafter referred to as “**Unit**”) listed in Section 2 below for the amounts set forth in paragraph 2. In order to facilitate Lessor’s financing, Lessor may send a yearly or full term statement of charges for each State Unit for the amounts shown on **Exhibit 9**.

1.4.3. Rent shall be payable at the office of the Lessor, during normal business hours and shall be due on the first (1st) day of the month. Expense Payments payable directly to Lessor shall be payable at the office of Lessor, during normal business hours, and otherwise as and when due as set forth in this Lease. Notwithstanding Sections 1.4.2 and 1.4.3., if required by Lessor’s Lender, Lessee agrees to promptly wire transfer, with proper notice or statement as provided in Section 1.4.2 and required by the Code of Maryland Regulations (“**COMAR**”) 21.02.07.02, all of the Rent as and when due directly to Lender (including all Rent payable on the dates and in the amounts shown on **Exhibit 9**). Notwithstanding anything to the contrary in this Lease and notwithstanding any obligation of Lessor to pay or perform any obligation hereunder, Lessee agrees that Lessee’s obligation to pay all Rent hereunder is absolute and unconditional, and that all Rent shall be paid without counterclaim, set-off, deduction or defense,

and without abatement, suspension, deferment, diminution or reduction, and free from any charges, assessments, impositions or expenses of any nature whatsoever, except only for the following: (a) a Material Casualty as specifically set forth in Sections 7.2 and 7.3, and (b) a failure by Lessee to secure appropriations sufficient to pay Rent due hereunder, as specifically provided under Section 1.4.4. Lessor's obligation to pay Rent shall constitute independent covenants hereunder.

1.4.4. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Lease succeeding the first fiscal period, this Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Lessee's rights or the Lessor's rights under any termination clause in this Lease. The effect of termination of the Lease hereunder will be to discharge both the Lessor and the Lessee from future performance of the Lease, but not from their rights and obligations existing at the time of termination. The Lessor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease. The State shall notify the Lessor as soon as it has knowledge that funds may not be available for the continuation of this Lease for each succeeding fiscal period beyond the first COMAR 21.07.01.10.

1.4.4.1. Lessee agrees to endeavor to include in its budget request for each fiscal period the entire amount of Rent for each fiscal year, as set forth in **Exhibit 9** hereto, to become due in such fiscal period and will make reasonable efforts to secure the appropriation of money for such fiscal period sufficient to pay the Rent and any other amount payable under the terms of this Lease.

1.4.4.2. Except as specifically provided above in Section 1.4.4., and except following a Material Casualty as set forth under Sections 7.2 and 7.3, this Lease is not subject to termination.

1.4.5. All invoices for Rent or other Expense Payments submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in Section 2 below unless otherwise specifically provided for herein.

1.4.6. All invoices shall be made out to the Unit and must contain the following information: reference the Board of Public Works number and date indicated at the end of this Lease; type of billing (i.e. "Rent"); the Federal Employers ID Number, or if an individual the social security number, and additional information as may be specifically required elsewhere in this Lease. COMAR 21.07.01.03.

1.4.7. All Rent payments to the Lessor pursuant to this Lease shall be made no later than thirty (30) days after the Lessee's receipt of a proper invoice from the Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. COMAR 21.07.01.18.

1.4.8. Except for Rent and Expense Payments due under Section 1.4.1 and Section 8, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement

Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under the terms of this Lease shall not be payable unless such payments remain unpaid for more than forty-five (45) days after receipt of a proper invoice and such payments shall accrue interest from the thirty-first (31st) day after receipt of a proper invoice.

2. The State of Maryland, as Lessee, will assign the use of the Demised Premises to the following of its Units.

<u>Department/Unit</u>	<u>Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
DHMH	375,000 NUSF	\$9,693,750	\$807,812.50

The Rent amounts reflected above shall be adjusted as provided for in Exhibit 9.

3.1. Lessee may not assign or sublet the Demised Premises without prior written consent of the Lessor, which consent will not be unreasonably withheld, conditioned or delayed.

3.2. Use of the Demised Premises by a Unit(s) or division of the State of Maryland other than the Unit(s) designated in Section 2 above is not an assignment or a subletting as provided in Section 3.1 and may be done at the discretion of the Lessee, so long as the use is consistent with that found in a typical Class A office building in Baltimore City.

3.3. Lessor may establish reasonable building rules and regulations, as long as they are: (i) not unreasonable; (ii) not inconsistent with those utilized in a typical Class A office building in Baltimore City; (iii) not in conflict with a necessary function of a Unit; and (iv) approved by the Procurement Office for Leasing, Office of Real Estate, Department of General Services.

4. Lessee will, at the expiration or sooner termination of the Term, deliver the Demised Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

5.1. Lessee shall give to Lessor prompt written notice of any accidents or damage to, or defects, necessary repairs, or broken items in, the roof, the exterior of the building, plumbing, electrical service, electric lights, or HVAC apparatus. These defects shall be remedied by Lessor within a commercially reasonable timeframe, including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to remedy the defect. Lessor shall use reasonable efforts to remedy any defect in accordance with the applicable provisions of the Green Building Standards, as defined in Section 8.5.

5.2. The Lessor, at Lessee's request or as needed, will make such repairs, at Lessee's expense, to the Demised Premises as are (a) caused by the carelessness or negligence of the Lessee, its agents, employees or invitees, or (b) as the Lessee deems necessary to keep the Demised Premises in reasonably good condition during the period of the Lease. Lessee shall make payment to Lessor for such repairs no later than thirty (30) days after Lessee's receipt of a proper invoice from Lessor. Lessor shall use reasonable efforts to make any such repairs in

accordance with the applicable provisions of the Green Building Standards, as defined in Section 8.5.

5.3. All other repairs to the Demised Premises, including by way of example, repairs to the exterior of the Building of which the Demised Premises are a part, no matter how caused, are to be made and, unless specifically allocated to Lessee on **Exhibit 6**, paid for by the Lessor (not a part of Expense Payments), including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to make the repairs. Lessor shall use reasonable good faith efforts to make any such repairs to the exterior in accordance with the applicable provisions of the Green Building Standards, as defined in Section 8.5. Notwithstanding anything contained in this Lease to the contrary, if Lessor fails to make any repairs, Lessee may not charge and deduct the cost for such repairs (to the extent performed by Lessee or by any other party at the direction of Lessee), or any costs or expenses incurred by Lessee as a result of Lessor's failure to pay and/or perform such repairs, from any subsequent payment or payments of Rent due under the terms of this Lease, but may pursue any other legal process it might elect subject to Section 22.1.1.

5.4. In the event Lessor fails to make any repairs as herein provided, Lessee is herewith empowered and authorized to make all necessary repairs (at reasonable market prices) after reasonable notice under the circumstances to Lessor and reasonable opportunity for Lessor under the circumstances to make such repairs in a timely fashion. Lessee shall submit the bills therefore to Lessor for the making of such repairs. If Lessor fails to timely pay any bills arising from such repairs, Lessee may not charge and deduct the cost thereof from any subsequent payment or payments of Rent due under the terms of this Lease, but may pursue any other legal process it might elect subject to Section 22.1.1.

6.1. Except as may be otherwise be permitted under this Lease, Lessee shall not make any alterations, additions, or improvements ("**Modifications**") to the Demised Premises or to the Building without Lessor's written consent, which consent shall not be unreasonably withheld. All authorized Modifications made by Lessee, as well as any Modifications effected by Lessor upon the Demised Premises, shall be the property of the Lessor and shall remain upon and be surrendered with the Demised Premises at the termination of this Lease, provided, however, that the Lessee shall have the privilege of installing any signs, furniture, fixtures, or machinery necessary in the conduct of its business and these same shall remain the property of the said Lessee, and may be removed by the Lessee during its tenancy, provided that any such property not removed by the end of the Term will be treated as abandoned and Lessee will be responsible for the cost of storing or disposing of same. In addition, Lessee must remove (and restore the Demised Premises to its prior condition, reasonable wear and tear excepted), as and when directed by Lessor, any Modifications that (a) have not been approved by Lessor, or (b) have been approved on the condition that they be removed on Lessee's departure from the Demised Premises, or earlier. Upon vacating the Demised Premises, Lessee must assign to Lessor any warranties associated with Modifications that are not to be removed from the Demised Premises. Lessee shall use reasonable efforts to make alterations, additions, or improvements in accordance with the applicable provisions of the Green Building Standards, as defined in Section 8.5.

6.2. Lessee may install such signs as it wishes within the Demised Premises that are not visible from the exterior of the Building or from any spaces, including Common Areas, that

are outside of the Demised Premises, without permission to do so from the Lessor. Lessee may with Lessor's consent, install such signs outside of the Demised Premises at locations and of such size as the Lessor may approve, and in accordance with local regulations regarding exterior signage. Lessor acknowledges Lessee is a State entity and shall not unreasonably withhold consent to exterior signage that is reasonably necessary for Lessee's operations or functions, but Lessor shall be entitled to establish and maintain uniform design standards for signage as may required by local law or regulation, or that may be required to conform with or secure design approvals from the City of Baltimore. All signage installed by Lessee shall comply with the applicable provisions of the Green Building Standards.

6.3. In coordination with and subject to the reasonable approval of Lessor, Lessee may, at its own expense, install lines or special wiring for telephones and other electronic or communications equipment necessary in the conduct of its business and these same shall remain the property of the said Lessee, and shall be realigned, repaired, maintained, replaced (as may be necessary) or removed at the sole option and expense of the said Lessee during its tenancy or upon expiration or termination of this Lease. Any damage to the Building or the Demised Premises resulting from Lessee's initial installation or subsequent realignment, maintenance and/or removal shall be promptly repaired by Lessee, and the affected space restored by Lessee to its prior condition. Any major equipment or other property installed by Lessee which is visible from the interior of the Demised Premises may be required to be removed by Lessor in connection with the expiration of the Term or Lessee's termination of this Lease. Any damage resulting from such removal or the initial installation thereof must be promptly repaired, and the affected space restored to its prior condition at Lessee's expense, normal wear and tear excepted. Any installation or repairs under this Section or in any other provision of this Lease, whether performed by Lessor or Lessee, shall comply with Section 12.1 and all other applicable laws, rules and regulations.

7.1. Subject to Section 7.3, if the Demised Premises are damaged by fire or other casualty (the "**Casualty**") during the Term, Lessor, at its expense, shall commence restoration of the Demised Premises with reasonable promptness but in no event later than thirty (30) days after the date of the Casualty, and thereafter shall diligently proceed to restore the Demised Premises to substantially the condition of the Demised Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Demised Premises for such purpose. The times for commencement of any restoration shall be extended for a reasonable period of time as a result of delays caused by an event or circumstance beyond Lessor's reasonable control. Lessor shall take all commercially reasonable steps to restore the Demised Premises, as soon as possible after the Casualty, to substantially the condition of the Demised Premises immediately before such Casualty. If Lessor is unable to restore the Demised Premises within eighteen (18) months after the Casualty, then such Casualty will be deemed a Material Casualty under Section 7.3.

7.2. Anything in this Lease to the contrary notwithstanding, in the event of a Casualty which affects more than 30% of the usable area of the Demised Premises and which, in Lessee's sole judgment, renders a portion (at least 30%) or all of the Demised Premises materially unsuitable for use by Lessee for the uses contemplated by this Lease, shall be deemed a Material Casualty, and either party may elect to terminate this Lease as of the date of the Material Casualty by giving Notice thereof to the other party within thirty (30) days after such Material

Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Material Casualty and the Rent shall be adjusted as of the date of the Material Casualty.

7.3 Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Building is so damaged by Casualty that either the Demised Premises or (whether or not the Demised Premises are damaged) the Building is rendered substantially unfit for occupancy and the Lessor will be unable to restore the Demised Premises within eighteen (18) months after such Casualty, then such Casualty shall be deemed a “**Material Casualty**” and either party may elect to terminate this Lease as of the date of the Material Casualty by giving Notice thereof to the other party within thirty (30) days after being deemed a Material Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Material Casualty and the Rent shall be adjusted as of the Material Casualty.

7.4 For any period that all or a portion of the Demised Premises is rendered untenable, Lessee shall be entitled to recover from insurance provided by Lessor, which insurance shall be subject to Lessee’s approval as to amounts, coverage and provider (“**Business Interruption Insurance**”), the allocable Rent paid on the untenable portions of the Demised Premises. Notwithstanding the adverse impact on a portion of the Demised Premises on account of a Casualty, (a) the Rent shall not be abated in any respect or amount, and (b) except as set forth in Sections 7.2 and 7.3, Lessee will have no right to terminate the Lease.

8.1. Subject to Section 8.4, Lessor shall cause the Demised Premises continually to have heat, electricity, air conditioning, telephone/communication systems access and plumbing available for use by Lessee. It is hereby understood and agreed that the heating and air conditioning systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, and as set forth in **Addendum “C”** HVAC/Mechanical Equipment Minimum Requirements and in furtherance of the Green Building Standards, as defined in Section 8.5, solely at the Lessor’s expense (not a part of Expense Payments). If the existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort (within the requirements of the Green Building Standards), Lessor shall, at its own expense (not a part of Expense Payments), replace or modify the system to assure consistent comfortable temperatures, as further defined in the Department of General Services Specifications and Requirements for Leased Space and made a part of this Lease.

8.2. Utilities, services, materials and supplies shall be provided and paid as follows:

	Provided By	Paid By
8.2.1. Electricity	Lessor	Lessee
8.2.2. Heating Fuel	Lessor	Lessee
8.2.3. Cleaning Services & Supplies	Lessor	Lessee
8.2.4. Air Conditioning Fuel	Lessor	Lessee
8.2.5. Sewer and Water	Lessor	Lessee

8.3. Lessee's pro rata share of all other expenses identified on **Exhibit 6** shall be paid for by Lessee. Expenses under this Exhibit 6 will be estimated at the start of each year, and monthly bills will be submitted based on such estimates (where actual charges may not be known). Within sixty (60) days after the end of each calendar year, the Lessor shall deliver a reconciliation to the Lessee and the appropriate adjustments will be made to reflect the actual costs, and such actual costs will be used to establish estimates for the following year. The Lessee shall have the right to audit the Lessor's books and records regarding Expenses.

8.4. Lessor reserves the right to change electricity or other utilities providers at any time, with Lessee's prior written consent, and to purchase green or renewable energy, as long as such change does not increase Lessee's utility expenses. Without limiting the foregoing, Lessor shall have the right to enter into from time to time agreements with such micro-utility or district systems providers as it determines, with Lessee's prior written consent, not to be unreasonably withheld. Further, Lessor reserves the right to install separate meters or submeters to measure utilities consumption in the Demised Premises. The amounts chargeable to and payable by Lessee for utilities shall be increased by the amount of any and all taxes, rates, duties, levies, fees, charges and assessments imposed, assessed, levied, confirmed, rated or charged against or in respect of the consumption in or at the Demised Premises of electricity, natural gas, propane or any other fossil fuel used to produce energy, such as heat, light or electricity, for the Demised Premises or levied in lieu thereof. Lessor shall not be liable for any failure to supply utilities or services that was not caused by Lessor.

8.5. Green Building Standards. "**Green Building Standards**" means any U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system standards or practices regarding the construction, maintenance, operation, management, reporting, commissioning or recommissioning of the Building, the Property, or any part thereof which pertain to sustainability, including carbon reduction targets, in effect at the Commencement of this Lease. Lessor will take all necessary steps to make the Building at least a LEED Silver certification for the core and shell of the Building, a LEED Silver CI commercial interior and a LEED ND certification for the campus (collectively, the "**LEED Certification**"). If Lessor determines to seek the LEED Certification or any other certification regarding sustainability practices, Lessee agrees to work and cooperate with Lessor, to the extent authorized and to the extent it is in the best interest of the Unit or the State, to achieve the standards associated with the LEED Certification and other aspects of obtaining the LEED Certification.

8.6. Compliance with Green Building Standards. The Building will become certified under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system regarding sustainability and/or carbon reduction targets. All tax credits or other incentives regarding sustainability, including regarding carbon reduction, shall be shared by Lessor and Lessee, except as otherwise required by applicable law. Lessor's sustainability practices shall address whole-building operations and maintenance, including chemical use; indoor air quality; energy efficiency, water efficiency; recycling programs; exterior maintenance programs; systems upgrades to meet green building energy, water, indoor air quality and lighting performance standards. Lessee shall make reasonable efforts to cause Lessee's construction and maintenance methods and procedures, material purchases and disposal of waste by Lessee to be in compliance with the Green Building Standards adopted by Lessor. Consistent with the above,

Lessee shall endeavor to use the Demised Premises in a manner consistent with the Green Building Standards adopted by Lessor and shall endeavor to conduct its operations so as to avoid imperiling any existing or targeted certification or accreditation of the Building. Lessee shall endeavor to minimize (i) direct and indirect energy consumption and greenhouse gas emissions, (ii) water consumption, (iii) the material entering the waste stream, and (iv) negative impacts on the indoor air quality of the Demised Premises and the Building. Moreover, to the extent authorized, Lessee shall endeavor to use proven energy and carbon reduction measures, including energy efficient bulbs in task lighting; use lighting controls and daylighting measures to avoid overlighting interior spaces; close shades on the appropriate sides of the Building to avoid over heating the Demised Premises; turn off lights and equipment at the end of the work day; and purchase Energy Star® qualified equipment, including lighting, office equipment, and such kitchen equipment, vending and ice machines as may be approved by Lessor; and purchase products certified by the U.S. EPA's Water Sense® program.

8.7. Recycling and Waste Management. Lessee shall endeavor : (a) to comply with all applicable laws regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively, “**trash**”); (b) to comply with Lessor's recycling policy as part of Lessor's sustainability practices where it may be more stringent than applicable law; (c) to sort and separate its trash and recycling into such categories as are provided by law or Lessor's sustainability practices; and (d) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Lessor.. Without limiting the foregoing, Lessee shall endeavor to dispose in an environmentally sustainable manner any equipment, furnishings and other similar items that it no longer needs and shall recycle or otherwise reuse items in compliance with Lessor's Green Building Standards.

8.8. Window Coverings. Lessee acknowledges that the window coverings in the Building may be an integral part of the program to operate the Building in accordance with the Green Building Standards adopted by Lessor. Should Lessee install window coverings, Lessee shall endeavor to install window coverings or lined or unlined over draperies on the interior sides of any window coverings that comport with Lessor's adopted Green Building Standards, and such additional over draperies do not affect the exterior appearance of the Building or affect the operation of the Building's heating, ventilating and air conditioning systems, energy management system or Green Building Standards.

8.9. Lessee Repairs. Lessee must comply will all applicable laws and shall endeavor to comply with Lessor's adopted Green Building Standards.

8.10. Janitorial Services. As long as the same does not interfere with Lessee's business operations in the Demised Premises, Lessee acknowledges and agrees that Lessor may require that janitorial services be provided to the Demised Premises during Lessee's Normal Working Hours in furtherance of Lessor's Green Building Standards.

8.11. Reports. Lessee shall endeavor to provide to Lessor reports regarding its compliance with Lessor's Green Building Standards at such times and in such formats as Lessor may request, including as may be necessary for Lessor to maintain any certifications for the Building. Provided same does not place an undue burden on the Lessee.

9. This Lease and the tenancy hereby created shall cease and terminate at the end of the Original Term without the necessity of any further notice from either the Lessor or the Lessee to terminate the same and that continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew the said Lease for said term or any part thereof or render the Lessee liable for double Rent. Notwithstanding the foregoing, the Lessee reserves the absolute right to hold over for a period not to exceed six (6) months, with Rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the holdover period. In the event of such holding over by the Lessee, the Lessee shall be and remain liable to the Lessor for Rent and Expense Payments for the Demised Premises for the time the same are actually occupied by the Lessee; but nothing herein shall confer upon the Lessee any right to remain on the Demised Premises beyond six (6) months after termination, except with the consent of the Lessor. Should the hold over extend nonetheless beyond six (6) months, the monthly Rent will be equal to the monthly amount of Rent paid for the last month of the initial six (6) month holdover period, increased by fifteen percent (15%). Lessee shall advise Lessor as promptly as feasible of any anticipated need for a holdover. The Lessee shall take all commercially reasonable steps in order to not holdover in the Demised Premises longer than one (1) year. During the last eighteen (18) months of the Term, the Lessor and Lessee will endeavor to meet and discuss the possibilities of a renewal or extension of the Term so that both parties can better coordinate their future plans.

10. The waiver at any time by the Lessor or the Lessee of any particular covenant or condition of the Lease shall be in writing and extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatever.

11. Lessor agrees that the terms of this Lease are covered by the provisions of State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland and therefore asserts that the annual Rent does not exceed fifteen percent (15%) of the fair market value of the Demised Premises at the date of the Lease.

12.1. The Lessor shall cause the Demised Premises to comply in all applicable respects with (a) the Maryland Building Performance Standards of the Annotated Code of Maryland, Title 12, Subtitle 5 of the Public Safety Article,; (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.); and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals.

12.2. Should either the Lessor or Lessee be cited for any non-compliance or violation of any Act, Code or standards set forth in Section 12.1 the Lessor shall at its own expense (not a part of Expense Payments) by the date specified by such citation, correct all violations which are not specifically concerned with the placement or physical characteristics of the Lessee's furniture, fixtures, furnishings or equipment or which are not directly attributable to the acts or the negligence of the Lessee, its employees, or Invitees. Lessee shall endeavor that its furniture, fixtures, furnishings and equipment do not obstruct, alter or in any way impair the efficient operation of the heating, ventilating and air conditioning systems. Lessee shall inform Lessor before installing any equipment in the Building that generates more heat than typical office equipment, such as computers, printers, servers and photocopiers, and Lessee shall obtain the

prior written consent of Lessor, not to be unreasonably withheld, conditioned or timed. Lessor may deny Lessee's request only if in Lessor's reasonable opinion, the amount of heat generated would place an undue burden on the air conditioning system of the Building or in some way jeopardize its energy certification or other qualification of the Building.

12.3. Any violations cited which are specifically concerned with the placement or physical characteristics of the Lessee's furniture, fixtures, furnishings or equipment or which are directly attributable to the acts or negligence of the Lessee, its employees, or invitees, shall be corrected by the Lessee by the date specified in the citation. The Lessor shall not withhold permission for the moving of any heavy furniture or equipment owned by Lessee for which, under the provisions of this Lease, the Lessor has reserved the right to direct placement if the original placement is cited as a violation of the above act, but the Lessor may, for such furniture or equipment, direct the new location.

12.4.1. Lessor and, to the extent so required by law, the Lessee, shall comply with the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended, any so-called "Superfund" or "Superlien" law, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and any other, Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to imposing standards of conduct regarding, or imposing liability for hazardous or toxic substances, materials, or waste or any pollutant or contaminant (collectively, "**Environmental Laws**"). Except as to matters resulting from Lessee's failure to comply with Environmental Laws, Lessor shall indemnify, defend, and hold Lessee harmless from and against any and all liabilities, losses, damages, injuries, costs, expense, claims of every kind whatsoever arising from Lessor's breach of any such law aforesaid. The indemnification provisions shall survive the early termination or expiration of this Lease and shall continue to be the obligation, liability, and indemnification of Lessor.

12.4.2. Environmental Hazards. Other than the presence of Hazardous Materials for common and ordinary use that are handled appropriately and in quantities below hazardous or other regulatory levels, Lessor hereby warrants that, (a) it will not and has not placed, held, stored, or disposed of any Hazardous Material, as herein defined, under, at or in the Property, (b) it has no reason to believe that Hazardous Materials of any kind, or storage tanks or other receptacles containing Hazardous Materials, have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, in, or under the Demised Premises or the Building; (c) no governmental or private suit, action or proceeding to enforce or impose liability under or pursuant to any Environmental Laws has been instituted or threatened concerning the Demised Premises or the Building, and no lien has been created under any applicable Environmental Law. "**Hazardous Material**" means and includes any hazardous or toxic substance, material or waste or any pollutant or contaminant defined as such in, or for the purpose of, any Environmental Laws.

12.4.2.1. Notwithstanding the provisions of Section 12.4.2 above, Lessor, at Lessor's expense, shall deliver the Building and the Demised Premises in compliance with all applicable laws, rules and regulations and shall cure any subsequent conditions that violate applicable laws, rules and regulations, including those resulting from maintenance and or repairs made by the Lessor, its agents, employees or contractors. At Lessee's request, prior to execution and delivery

of any Acceptance of Space pursuant to Section 1.3, Lessor shall execute a certificate affirming at the time of Substantial Completion, the representations and warranties contained in Sections 12.4.1, 12.4.2 and 12.4.2.1.

13.1. For inquiries concerning the performance of the Lessee's obligations under this Lease, Lessor shall contact Lessee's Facility Manager at the Demised Premises.

13.2. For inquiries concerning interpretation or modification of the Lease and inspection of the Demised Premises, Lessor shall contact Lessee's Chief, at the Lease Management and Procurement Division of the Department of General Services.

14. During the term of this Lease, Lessor hereby agrees to give Lessee a Right of First Offer to lease any other vacant space in the Building before Lessor offers any vacant space in the Building to any other Person. This provision may be triggered at any time by Lessor giving notice to Lessee of the available space and the desired rent and other material terms for leasing such space. Lessee shall have fifteen (15) days to respond to offers made pursuant to this right with an affirmative or negative response, and any affirmative response shall remain subject to formal BPW ratification after Lessor and Lessee have executed any required lease amendments and within two (2) regularly scheduled meetings of the BPW after said response. The offer must be consistent in all material terms to that to be offered to any other third parties. If the offer is not accepted by either Lessee or BPW, within the time frames provided above, or if an amendment to this Lease or a new lease for such space is not executed and delivered within thirty (30) days of approval or ratification by the BPW, Lessee's rights with regard to such space will terminate.

15. Time is of the essence. Except for delays directly and solely arising from the exercise of Lessee's rights under Sections 1.3 and 16.1, and not caused by any conduct or omission(s) of Lessor ("**Lessee's Delay**"), and subject to the provisions of Section 22.2, Lessor shall bear the risk of delivery of the Demised Premises on time and available for use by Lessee on the Commencement Date. If 1) Lessor believes that a Lessee Delay is occurring, 2) Lessor gives Lessee written notice of the alleged Lessee Delay, 3) Lessee does not cure said Lessee Delay within ten (10) business days of said notice, then for each day thereafter and for so long as such Lessee Delay occurs, any required per diem Liquidated Damages pursuant to Section 22.2 will be abated on a per diem basis.

16.1. In due course after the BPW approves this Lease, Lessor shall at its expense prepare and submit to Lessee for review and approval complete construction drawings that include base building and Lessee Improvements, as required by the Department of General Services Specifications and Requirements for Leased Space over 5,000 net usable square feet, and any excess tenant improvements requested by the Lessee ("**Excess Fit Up**") (collectively, "**Proposed Space Plans**"). All items identified on **Exhibit 8** constitute Excess Fit Up. The Proposed Space Plans shall include a floor, ceiling, electrical, suggested finishes, telephone and data, and such other Demised Premises and tenant improvement plans as may be required to build out the Demised Premises to the Lessee's requirements. The cost of any Excess Fit Up shall not be amortized into the Rent and shall be paid by Lessee after Commencement, and acceptance of the Demised Premises and Excess Fit Up, and proper invoicing by the Lessor. The parties hereto shall promptly and in good faith endeavor to agree on any replacements,

modifications or additions to the Proposed Space Plans, in an effort to agree on final plans and specifications for the improvements which Lessor is to make to the Demised Premises, including the means for achieving the Green Building Standards (which plans and specifications, on their written approval by Lessor and Lessee, DGS Office of Real Estate hereto, shall constitute the “**Approved Space Plans**”). Lessor’s Construction Budget related to Lessee’s Excess Fit Up shall be reviewed and approved by the Lessee in advance and thereafter shall be attached to this Lease as **Exhibit 3**. The work to be performed pursuant to the Approved Space Plans shall constitute the Lessor’s work for all purposes hereof.

16.1.1. The Lessor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Lease. COMAR 21.07.01.13.

16.2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Person in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Lessor or the subcontractors or suppliers. COMAR 21.07.01.13.

17.1 Lessor shall repaint the Demised Premises upon a request of the Lessee to do so and shall also be responsible for any costs incurred and associated with the movement of Lessee’s machinery, equipment furniture and fixtures required to accomplish the repainting. Lessee may not make such a request any more frequently than once in the first seven years from Commencement Date, and thereafter not more frequently than once in each five (5) years. Lessor shall use reasonable good faith efforts to repaint the Demised Premises in accordance with the applicable provisions of the Green Building Standards.

17.2 Upon reasonable request by Lessee, made in accordance with the standards set forth below, Lessor will replace, at Lessor’s cost, the carpeting within the Demised Premises, but subject to the following:

- (a) No request will be made any sooner than the eleventh (11th) year of the Term; and
- (b) Lessee agrees that it will not request replacement unless commercially reasonable to do so and/or unless the carpet is exhibiting significant wear not solely due to Lessee’s negligence.

18. No employee of the State of Maryland, or any Unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Lease, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland, or any Unit thereof.

19. The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall

have jurisdiction to decide any question arising hereunder after all the administrative remedies have been exhausted. COMAR 21.07.01.07

20. The Lessor agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this clause. COMAR 21.07.01.08

21. The Lessor warrants that It has not employed or retained any person, partnership, corporation, or , other entity, other than a bona fide employee or agent working for the Lessor, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease. COMAR 21.07.01.09.

22.1. If the Lessor fails to fulfill its obligations under this Lease properly and on time, or otherwise violates any provision of this Lease, the Lessee may terminate this Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Lessor shall, at the Lessee's option, become the Lessee's property. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to Lessor, the Lessor shall remain liable after termination and the Lessee can affirmatively collect such damages. COMAR 21.07.01.11B

22.1.1 Notwithstanding the provisions of 22.1, Lessee will not exercise its right to terminate this Lease under 22.1 or to offset or abate any payments of Rent due hereunder, except in connection with (a) a Material Casualty, and then only in accordance with Sections 7.2 and 7.3, or (b) by non-appropriation as more fully described in Section 1.4.4; however, Lessee may pursue any and all other legal remedies allowed by law.

22.2. Notwithstanding any provision of this Lease to the contrary, Lessee's sole remedy under this Lease for Lessor's failure to cause Substantial Completion and delivery of the Demised Premises on or before the Outside Rental Obligation Commencement Date shall be liquidated damages in an amount equal to the per diem Rent payable by the Lessee to the Lessor beginning on the Outside Rental Obligation Commencement Date through and including the agreed-upon Commencement Date ("**Liquidated Damages**") and in no event shall Liquidated Damages reduce or offset any obligations on Lessee to pay all Rent on the dates and in the amounts set forth under **Exhibit 9** and as otherwise provided hereunder. Lessor's obligation to pay Liquidated Damages shall be secured by other collateral acceptable to Lessee which will be memorialized by Lessor and Lessee in an appropriate document. Such Liquidated Damages may include, but not be limited to:

(i) The general contractor and/or major subcontractors will be required to provide payment and performance bonds equal to 100% of the GMP contract, from

sureties that are generally recognized and accepted within the industry as having excellent reputation for performance and strong financial standing.

(ii) The "**Outside Rental Obligation Commencement Date**" will be no less than six months beyond the anticipated and mutually agreed upon scheduled completion date for the core and shell of each applicable building. Interest on the project debt for that period will be included as part of the project financing. Once the Outside Rental Obligation Commencement Date is established by the Lessor and Lessee, the Lessor and Lessee will execute an appropriate document to memorialize and certify the established Outside Rental Obligation Commencement Date.

(iii) The projected Rent for the first six (6) months beyond the Outside Rental Obligation Date will be secured by a combination of cash and a letter of credit, held or controlled by a trustee (the "**Rent Guarantee**") and payable directly to Lessee for any Liquidated Damages. Lessee will have immediate access to draw upon the letter of credit and/or cash within the Rent Guarantee for any Liquidated Damages not paid within three (3) business days after an applicable payment by Lessee of Rent prior to the Commencement Date ("**Pre-Commencement Rent**"). The letter of credit would be issued by a bank rated not less than A- and be in a form acceptable to Lessee.

(iv) Any Pre-Commencement Rent paid by Lessee that is not reimbursed through Liquidated Damages shall be reimbursable to Lessee (or an affiliated entity or agency) through Preferred Payments (as defined in the Ground Lease) pursuant to the Ground Lease or an ancillary document executed pursuant thereto. Such Preferred Payments will be payable from net cash flow and/or net proceeds from a capital event prior to any distributions under the Ground Lease or an ancillary lease document executed pursuant thereto.

(v) So long as Lessee continues to pay Pre-Commencement Rent, no remedies may be exercised by either bondholders or investors that would result in the acceleration of debt; however, other remedies relating to the control or ownership of Lessor will not be impacted.

(vi) Lessor will be in default under the Ground Lease, or an appropriate ancillary document executed pursuant thereto, if a default in the payment of Liquidated Damages continues for more than four (4) months. Such a default will entitle Lessee to exercise one or more remedies that may result in the replacement of the Lessor as the developer under the applicable component lease.

22.3 Limitation of Liability of Lessor and Lessee. The liability of Lessee to Lessor and Lessor to Lessee under this Lease, if any, shall be limited to remedies available under the terms hereof and as permitted under the Ground Lease or an appropriate ancillary document executed pursuant thereto.

23. The Procurement Officer unilaterally may order the Lessor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the Lessee. COMAR 21.07.01.16.

24. In further cooperation with the Executive Order 01012001.06 Water Conservation, the Lessor acknowledges, that to the benefit of both the Lessor and Lessee, the Lessor shall endeavor to maintain current BOCA/IBC Code efficiency standards for all fixtures in the Demised Premises; to detect and repair leaks in distribution lines and plumbing fixtures; to retrofit or replace fixtures as required; to manage system pressure so as to reduce usage; and when feasible, install efficient landscape design and irrigation techniques and wastewater reclamation and recycling of water for non-potable applications. Lessor additionally shall use reasonable good faith efforts to endeavor to maintain the Demised Premises in accordance with the applicable provisions of the Green Building Standards.

25. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Lease are applicable to this Lease. COMAR 21.07.01.17.

26.1. The Lessor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its Units during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases, or agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business. COMAR 21.07.01.19.

26.2. The Lessor shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within five (5) days after the end of the 6-month period ending January 31; and (b) within five (5) days after the end of the 6-month period ending July 31. COMAR 21.07.01.20.

26.3. This Lease shall be subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall participate in applicable State Recycling plans and shall make arrangement for the collection and disposal of recyclable materials.

27. The Lessor shall retain and maintain all records and documents relating to this Lease for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by

authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. COMAR 21.07.01.21.

28. Pursuant to COMAR 21.07.01.23, the Lessor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease.
- (c) It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and
- (d) It shall obtain at its expense, all licenses, permits, Insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

29. The Lessor agrees to fully complete, execute and comply with the "Lease Affidavit", **Addendum "A,"** which is attached hereto and fully incorporated as a part of this Lease by reference thereto.

30.1. This Lease contains by reference and is Incorporated herein as if it were fully set out, the contents of the Department of General Services Lease Specifications and Requirements for Facilities over 5,000 net usable square feet and the Department of General Services Specifications and Requirements for Facilities over 5,000 net usable square feet.

30.2. This Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Lease.

30.3. This Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed. In the event the Demised Premises are secured by any financing provided by a Lender, then to the extent required by such Lender, any amendment(s) or modification(s) of this Lease shall have any force or effect unless and until agreed upon and acknowledged in writing by Lender.

30.4. The Lessor covenants that it has full right, power and authority to enter into this Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises during the Term and any extension herein of this Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

30.5. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building or the leasehold Interest of Lessor in the Land of which the Demised Premises are a part, or if Lessor sells, assigns or conveys the property, Lessee agrees to attorn to such mortgagee or purchaser, so long as such mortgagee or purchaser is a person or entity who is qualified to do business with the State and provided that a non-disturbance

agreement has been executed by the mortgagee and/or purchaser pursuant to this Lease. The Lessee shall otherwise be entitled to negotiate and agree on reasonable terms associated with the attainment of its rights and interests.

30.6. Upon the request of the Lessor, the Lessee agrees to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force against the buildings or the leasehold interest of Lessor in the Land at the time of the request of which the Demised Premises are a part, provided that the Lender is a person or entity qualified to do business with the State and that the Lender enters into an SNDA in a form reasonably acceptable to Lessee and substantially similar to the SNDA attached hereto as **Exhibit 7**, providing, in effect, that in the event of foreclosure of any such mortgage or deed of trust, Lessee shall attorn to the mortgagee or purchaser at the foreclosure sale (so long as such mortgagee or purchaser is a person or entity qualified to do business with the State), and such mortgagee or purchaser at the foreclosure shall execute or shall have previously executed a non-disturbance agreement in which such party agrees to recognize Lessee's rights and possession under this Lease upon, subject to and in accordance with the terms and conditions of this Lease. Anything contained in the provisions of this Lease to the contrary notwithstanding, any mortgagee may at any time subordinate the lien of its mortgage to the operation and effect of this Lease without obtaining the Lessee's consent thereto by giving Lessee written notice thereof, in which event this Lease shall be deemed to be senior to such mortgagee without regard to their respective dates of execution, delivery and/or recordation, and thereafter such mortgagee shall have the same rights as to this Lease as it would have had were this lease executed and delivered before the execution of such mortgage. Further, Lessee agrees that if such mortgagee takes possession or control of the Demised Premises, Lessee will accept such mortgagee as its Lessor, subject to the terms and conditions of this Lease, provided such mortgagee is a person or entity qualified to do business with the State and executes or has previously executed a non-disturbance agreement in which such mortgagee or purchaser shall recognize Lessee's rights and possession under this Lease upon, subject to and in accordance with the terms and conditions of this Lease.

30.7. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing (sample attached and marked **Addendum "E"**) representing, among other matters, (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) (b) the dates to which the Rent and other charges have been paid in advance, if any, (c) whether or not, to the best knowledge of the signer of such a certificate, Lessor is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specify each such default of which the signer may have knowledge, and (d) confirming such other matters as Lessor and/or Lender may reasonably request, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Lease. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date hereof which Lessee did not have actual knowledge on the date of execution hereof.

30.8. The Lessor agrees to maintain a current fire evacuation plan approved by the City of Baltimore, or other applicable authority's, Fire Department for the Building, and to work with the Lessee in appointing floor fire captains to implement the evacuation plan.

30.9. The Lessor shall designate a facilitator and agrees to conduct regularly scheduled maintenance inspections with the Lessee's designee. The inspections shall identify concerns and problems by the Lessee. The Lessor shall respond in writing within ten (10) days detailing action plans and completion times. Both the Lessor and Lessee shall provide points of contact with telephone, facsimile numbers, and E-mail addresses.

30.10. Whenever access is required to comply with Lessor's obligations under this Lease and with reasonable advance notice to Lessee, Lessor shall have access to the Demised Premises. Without limiting the foregoing, Lessor shall have reasonable access to the Demised Premises to monitor its compliance with its Green Building Standards. Lessor acknowledges that access from time to time may be limited, restricted, or conditioned due to Lessee's governmental and/or operational requirements, procedures, and/or applicable law.

30.11. Nothing in this Lease is intended to preclude Lessor from making any Modifications to any other portion of the Building, or from otherwise expanding or enlarging the Building; however, the Lessor will take all necessary actions in order to protect the Lessee's employees, use, operations, and the Demised Premises from dust, disturbance, noise, interruption, and any other nuisance during construction.

31. This Lease contains additional provisions set forth on the following addendum attached hereto, and made a part of this Lease:

- (a) Addendum "A" Lease Affidavit which must be fully completed by Lessor.
- (b) Addendum "B" Intentionally Deleted.
Addendum "B1" Lessor/Agency Emergency Contact Information Sheet
- (c) Addendum "C" Scope of Energy Management, Lighting, and Green Building to be included in the construction specifications. (To be attached as may be applicable pursuant to the RFP)
- (d) Addendum "D" Form of Estoppel Certificate
- (e) Addendum "E" Outside Rental Obligation Commencement Date
- (f) Exhibit 1 Description of Property.
- (g) Exhibit 2 Site Plan of Property.
- (h) Exhibit 3 Approved Space Plan and Lessor's Construction Budget (to be inserted).

- (i) Exhibit 4 A copy of the Department of General Services Specifications and Requirements for Leased Space over 5,000 net usable square feet.
- (j) Exhibit 5 Acceptance of Space 680-5
- (k) Exhibit 6 Expenses of Lessee
- (l) Exhibit 7 Subordination and Non-Disturbance Agreement
- (m) Exhibit 8 Excess Fit Up
- (n) Exhibit 9 Rent Schedule

32. Any notice, demand, consent, approval, request or other communication or document to be given hereunder to a party hereto (“**Notice**”) shall be in writing, and be deemed to have been given (a) on the third (3rd) business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (b) on the next business day after being deposited (with instructions to deliver it on such business day) with a reputable overnight courier service, or another means of immediate electronic communication, on the day sent if such day is a business day of the addressee and the addressee receives the transmission by 5:00 p.m. local time on such day, and otherwise on the addressee’s first (1st) business day after the day on which the transmission is sent in each case to such party’s address set forth below or such other address in the United States of America as it designates from time to time by Notice to each other party hereto, or (c) Of such party’s receipt is acknowledged in writing) on its actual delivery to such party by other means.

Notices to the Lessor shall be sent as follows: PSP Phase 1 Parcel G Office LLC, 3430 2nd Street, Suite 320, Baltimore, MD 21225.

Notices to the Lessee shall be sent as follows: With copy to Chief, Lease Management and Procurement, Office of Real Estate Department of General Services, 300 West Preston Street, Room 601, Baltimore, Maryland 21201.

33. As used herein, the following terms have the following meanings:

Approved Change Order means a written statement which requests changes, alterations, additions, deletions to the Approved Space Plans, which includes the scope of work for the charge order, the final installed price, and signed by the Agency and DGS Office of Real Estate.

Approved Space Plans mean plans which have been jointly approved by the Lessor, Agency and DGS Office of Real Estate, prior to construction, as described in Section 16.1.

BPW means the Maryland State Board of Public Works.

Construction Budget means that budget which has been jointly approved by the Agency and DGS Office of Real Estate, prior to construction which delineates the cost of required Excess Fit Up.

DGS means the Maryland State Department of General Services.

Excess Fit Up means Lessee Improvements requested by the Lessee and incorporated into the Approved Space Plans and Lessor's Construction Budget that are identified in **Exhibit 8**.

Lease Year means (a) the period beginning at 12:01 a.m. on the Commencement Date and ending at the end of the day immediately before the first anniversary of the first (1st) day of the first full calendar month in the Term, and (b) each successive period of twelve (12) calendar months thereafter during the Term.

Lender means a commercial bank, savings bank, savings and loan association, life insurance company, business or land trust, pension funds, certified community development entity (and any subsidiary or affiliate thereof), real estate investment trust, real estate mortgage investment conduit, public limited partnership, other widely-held investment vehicle, government agency or any other institution which regularly makes mortgage loans.

Normal Working Hours shall mean 7am to 7pm Monday through Friday and 7am to 2pm on Saturday except those days designated holidays by the State.

Person means any natural person, trustee, corporation, partnership, limited liability company or other legal entity.

SNDA means a Subordination, Non-disturbance and Attornment Agreement delivered to Lender in a form substantially consistent with **Exhibit 7** attached hereto.

Substantial Completion will be evidenced by the issuance of a temporary use or occupancy permit.

34. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, (c) to Lessor or Lessee shall be deemed to refer to each Person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. This Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

35. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have sixty (60) days from the date of the written Notice to cure the same (provided, however, that such sixty (60)-day period shall be extended as reasonably required if the cure requires in excess of sixty (60) days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the immediate health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as

are necessary to cure the default and Lessor shall be liable to Lessee for same, subject to the provisions of Section 5.3 and Section 22.1 hereunder.

36. References to any specific right or remedy shall not preclude Lessor or Lessee from exercising any other right or remedy to which it is otherwise entitled, in law or in equity, subject to the provisions of Section 5.3 and Section 22.1 hereunder.

37. No official or employee of the State of Maryland, as defined under State Government Article §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract. COMAR 21.07.01.05.

38. This Lease shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Lessor shall proceed diligently with the performance of the Lease in accordance with the procurement officer's decision. COMAR 21.07.01.06.

39. As a condition of entering into this agreement the Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Lessor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Lessor retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Lessor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. COMAR 21.07.01.26A

As a condition of entering into this agreement, upon the Maryland Human Relations Commission's request and only after the filing of a complaint against the Lessor under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Lessor agrees to: provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. The Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Indiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article

of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The Lessor understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. COMAR 21.07.01.26B

As a condition of entering into this agreement, the Lessor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this agreement shall include a clause identical to paragraph above.

40. For so long as there is a validly created and existent indebtedness secured by this Lease, there shall be no merger of this Lease or of the leasehold estate hereby created with the Ground Lease of the Land or any part thereof by reason of the fact that the State may acquire or hold, directly or indirectly, this Lease or leasehold estate hereby created or any interest in this Lease or in such leasehold estate and the Ground Lease of the Land or any interest in such Ground Lease.

41. The Lessee, its agents, employees and invitees shall comply with the building rules and regulations. The initial rules and regulations, that are consistent with those customary for similar office buildings in Baltimore City, are attached hereto as **Addendum "D"** and made a part hereof. The Lessor reserves the right to revise these rules and to implement other or additional rules and regulations from time to time, but such changes, if inconsistent with rules and regulations customary for similar office buildings in Baltimore City, must first be approved by the Procurement Officer for leasing, Office of Real Estate, Department of General Services. To effect a change, the Lessor shall submit the rule or regulation change to the Procurement Officer for approval. Upon approval, the Procurement Officer shall, by letter, notify each of the parties to the Lease and the change shall become effective upon the date of the Procurement Officer's letter. Whenever any rule shall conflict with the provisions of this Lease, the Lease provision shall prevail.

42. Lessee shall have the right to install and maintain one or more communications antenna and/or satellite dishes on the roof of the Building at no rental cost. Prior to installing any such antenna and/or satellite dishes, Lessee shall submit plans and specifications to Lessor for its review and approval, such approval shall not be unreasonably withheld, conditioned or delayed. The installation, operation and maintenance of the antenna and/or satellite dishes and any associated equipment shall comply with all applicable laws, ordinances, regulations, orders or other legal requirements. Lessee shall pay all costs associated with the design, installation, maintenance, operation and removal of the antenna and/or satellite dishes and any associated equipment. Lessee's antenna and/or satellite dishes shall not interfere with Lessor's operation of the Building's systems. At the end of the Term, the Lessee shall remove the antenna and/or satellite dishes and repair and restore the Building to its condition prior to the installation thereof.

43. Lessee's employees working in the Demised Premises shall have access to the parking garage located on the Property.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

ATTEST:

LESSOR: PSP Phase 1 Parcel G Office LLC

BY _____(SEAL)

ATTEST:

LESSEE: The State of Maryland:
Department

BY _____(SEAL)

Execution of the above Lease was authorized and approved by the Board of Public Works at a meeting held on _____ as Item _____.

Office of Real Estate Department of General
Services

This lease has been reviewed for form and legal sufficiency and approved by the Office of the Attorney General on by _____ Assistant Attorney General.

Department of General Services
Assistant Attorney General

ADDENDUM "A"

LEASE AFFIDAVIT

(Authorized Representative and Affiant 10/2007)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220,

Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to

suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____
Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT To the best of my knowledge, information and belief, each of the affirmations, certifications or acknowledgments contained in that certain Revenue/Bid Proposal Affidavit dated _____, 200__, and executed by me for the purpose of obtaining the Lease to which this Addendum is attached remains true and correct in all respects as if made as of the date of this Revenue/Bid Proposal Affidavit and as if fully set forth herein.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

Printed or Typed Name

ADDENDUM “B”

Intentionally Deleted.

ADDENDUM “C”

SCOPE OF ENERGY MANAGEMENT, LIGHTING, AND GREEN BUILDING

(To be determined upon mutual agreement between Lessor and Lessee)

ADDENDUM "D"

FORM OF ESTOPPEL CERTIFICATE

Attention: (Fill in the name of the person)

Re: (Fill in the name of the file)

Dear (Fill in the name):

(Fill in the name of the Landlord or other person who sent the State the documents) sent us your request for information concerning the status of the Lease between it, as Lessor, and the State of Maryland to the use of (fill in the name of the agency) (the "State"), as Lessee. A review of the Lease discloses that the State is not obligated to provide the requested information or to agree to the terms set forth in the document submitted. However, it is providing the following information as an accommodation.

1. The State is the Lessee under that certain Lease dated (fill in the date) by and between (fill in the name of the agency) as Lessor/Landlord and the State of Maryland, as Lessee/Tenant covering those certain premises commonly known and designated as (fill in the name and/or address of the property) ("Premises").
2. A true, correct and complete copy of the lease described in paragraph numbered 1 above, together with all amendments, modifications and supplements thereto, (collectively the "Lease") is attached hereto.
3. The Lease represents the entire agreement between Lessor and the State, as Lessee/Tenant with respect to the Premises and there are no other promises, agreements, understandings or commitments between Lessor/Landlord and State with respect to the Premises. The lease is in full force and effect.
4. The "Commencement Date" as that term is defined in the Lease is (fill in the date) and "Termination Date" as those terms are defined in the Lease is (fill in the date).
5. The "Annual Rent" as that term is defined in the Lease, for the Premises presently is \$(fill in the amount) per year. The State has paid monthly installments of the Annual Rent for the Premises for the period up to and including (fill in the date).
6. Except as set forth in the Lease, the State is not entitled to and has made no agreement(s) with Lessor or its agents or employees concerning free rent, partial rent, rebate of rental payment, credit or offset or reduction

in rent or any other type of rental concession, including without limitation, lease support payments or lease buy-outs.

Page -1- of -2-

7. To the knowledge of the State, as of the date of this letter, there are no disputes, claims, counterclaims, cases, suits or other similar actions arising out of or in connection with the Lease.
8. To the knowledge of the State, as of the date of this letter, there exists no breach or default by Lessor under the Lease.
9. The State has not sought or made any claim or instituted any action for (a) the reduction of the annual rental payable by the State under the Lease; (b) offsets, credits or damages that would cause the net amount of the annual rental payable under the Lease to be reduced; (c) the reduction of "Additional Rent", as the term is defined in the Lease, payable by the State under the Lease; or (d) the termination of the Lease.
10. The State has not notified Lessor of any defective condition in the Premises for which Lessor may be responsible pursuant to the Lease, which condition has not been repaired or replaced in accordance with the Lease.
11. The State has not sublet any portion of the Premises to any person or entity. The State has not assigned any portion of the Lease to any person or entity.
12. The use, maintenance or operation of the Premises is for (fill in the use, etc.)
13. To the knowledge of the State, the State's use of the Premises complies with and will at all times comply with all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities. The State has not received any notices, written or oral, of violation of any law.
14. To the knowledge of the State, there are no writs, injunctions, decrees, orders of judgments outstanding or lawsuits, claims, proceedings or investigations pending or threatened, relating to the Premises, nor is the State aware of a basis for any such proceeding.
15. The foregoing statements and representations notwithstanding, the State shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date hereof of which the State did not have actual knowledge on the date of execution hereof.

Sincerely,

Linda McGovern, Chief
Lease Management & Procurement

ADDENDUM “E”

OUTSIDE RENTAL OBLIGATION COMMENCEMENT DATE

**(To be determined upon mutual agreement between Lessor and Lessee
pursuant to Section 1.3)**

Exhibit 1

Description of Property

A portion of that property conveyed to the State of Maryland, by virtue of a Deed dated December 24, 1958, recorded January 19, 1959 in Liber JFC No. 541, at folio 316 among the Land Records of Baltimore City, Maryland.

Exhibit 2

Site Plan of Property



Exhibit 3

Approved Space Plan and Lessor's Construction Budget

(To be determined upon mutual agreement between Lessor and Lessee)

Exhibit 4

Department of General Services Specifications and Requirements for Leased Space over 5,000 Net Usable Square Feet

See <<http://www.dgs.maryland.gov/RealEstate/LeaseOver5,000.pdf>>

Exhibit 5

Acceptance of Space 680-5

Department of General Services Lease Management & Procurement Division Office of Real Estate ACCEPTANCE OF SPACE Form DGS 680-5	Using Agency: Address of Leased Premises: <hr/> Lease Date: Date of Inspection: Inspector: Joseph White										
INSTRUCTIONS: a. Prior to occupancy, each space must be inspected and this form submitted. b. Additional sheets may be attached if insufficient space is available for comments on this form. c. Acknowledgment of receipt by the owner does not imply concurrence. The owner may appeal any discrepancies noted to the Chief, Lease Management and Procurement.											
1. This acceptance certifies that all preparation required under the Lease Agreement have been accomplished prior to occupancy with the following exceptions: (✓ Applicable box) <div style="margin-left: 40px;"> <input type="checkbox"/> a. None <input type="checkbox"/> b. Exceptions not rendering demised premises untenable (even in part) and not subject to rental reductions: <div style="margin-left: 20px;"> <u>Exceptions</u> <table style="width: 100%; border: none;"> <tr><td style="width: 50%;">1.</td><td style="width: 50%;">6.</td></tr> <tr><td>2.</td><td>7.</td></tr> <tr><td>3.</td><td>8.</td></tr> <tr><td>4.</td><td>9.</td></tr> <tr><td>5.</td><td>10.</td></tr> </table> </div> </div>		1.	6.	2.	7.	3.	8.	4.	9.	5.	10.
1.	6.										
2.	7.										
3.	8.										
4.	9.										
5.	10.										
2. REMARKS 3. The State of Maryland hereby (accepts) (rejects) occupancy of the demised premises as of: Rent to begin: _____ <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <i>Date</i> <i>Using Agency Representative</i> <i>Title</i> <i>Department</i> </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <i>Signature of DGS Representative</i> <i>Title</i> <i>Department</i> </div>											
4. Owners/Lessors Acknowledgment: <i>I (we) hereby certify the receipt of this document and understand that:</i> (✓ Applicable box) <div style="margin-left: 40px;"> <input type="checkbox"/> There are no discrepancies. <input type="checkbox"/> Deficiencies listed in 1.b. must be corrected within thirty (30) days of this notice. </div> <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <i>Date</i> <i>Lessor/Owner</i> </div>											

**680-5
REVISED
9/98**

Exhibit 6

Expenses of Lessee

Expenses that are passed through to the Lessee are any and all reasonable and directly related costs and expenses listed below (without Lessor markup), incurred by Lessor for services performed by Lessor or by others on behalf of Lessor with respect to the operation and maintenance of the Demised Premises, the Building, and the Common Areas of the Building located therein and serving or allocable to the Demised Premises, in a reasonable and appropriate manner, based on and calculated to the Lessee's pro rata share of the Building including, without limitation, all costs and expenses of:

(1) operating, maintaining, repairing and securing the Demised Premises and the Common Areas, including, by way of example, costs relating to (A) indoor and outdoor lighting; (B) interior and exterior signage; (C) cleaning, landscaping, snow, ice, water, trash and debris removal; and (D) traffic control (including, without limitation, the costs of equipment, assembly permits, supplies, materials, repair and maintenance of security alarm and life safety systems, and maintenance and service agreements related to the operation of the Building);

(2) purchasing and maintaining in full force insurance for the Building in Lessor's reasonable judgment as to what is required by a reasonable and prudent owner of comparable office buildings in the Baltimore/Washington area (including, without limitation, liability insurance for personal injury, death and property damage, rent insurance, Business Interruption Insurance, insurance against fire, extended coverage, theft or other casualties, workers' compensation insurance covering personnel, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring on or about the Common Areas, , and boiler and machinery breakdown insurance that would permit the replacement of damaged equipment with equipment that increases the Building efficiency or enhances safety); provided however, if environmental hazard insurance is sold by separate rider or policy, or with an additional premium, then no such cost associated with such insurance above \$15,000.00 may be included as an operating cost;

(3) operating, maintaining and repairing machinery, furniture, accessories and equipment used in the operation and maintenance of the Building, and the personal property taxes and other charges incurred in connection with such machinery, furniture, accessories and equipment;

(4) maintaining and repairing roofs, fencing, awnings, paving, curbs, walkways, drainage pipes, ducts, conduits, grease traps and lighting fixtures;

(5) interior and exterior planting, replanting and replacing flowers, shrubbery, trees, grass and planters;

(6) providing electricity, heating, ventilation and air conditioning to the Common Areas, HVAC to the Building, exclusive of costs of electric to operate VAV boxes, MIT fan

powered boxes and air handling units which are in leaseable areas, but including without limitation:

(A) lights, outlets and telecommunications services infrastructure, and operating, maintaining and repairing any equipment used in connection therewith;

(B) costs consented to in advance in writing and incurred in connection with determining the feasibility of installing, maintaining, repairing or replacing any facilities, equipment, systems or devices which are intended to reduce utility expenses of the Building as a whole; and

(C) repair and maintenance of HVAC facilities and telecommunications infrastructure and related electrical and mechanical equipment serving all office space in the Building;

(D) costs required to operate the cooling towers, or any other energy-related equipment, which supply the entire Building; and

(E) taxes, rates, duties, levies, fees, charges and assessments whatsoever, imposed, assessed, levied, confirmed, rated or charged against or in respect of the consumption in or at the Building of electricity, natural gas, propane or any other fossil fuel used to produce energy, such as heat, cooling, light or electricity, for the Building or any part of it or levied in lieu thereof.

(7) water and sanitary sewer services and other services, if any, furnished to the Common Areas and the Building for the non-exclusive use of tenants;

(8) complying with any reciprocal easement and operating agreements pertaining to the maintenance of the Common Areas or any portions thereof;

(9) cleaning, maintaining and repairing the Building, including, without limitation, exhaust systems, sprinkler systems, pumps, fans, switchgear, loading docks and ramps, freight elevators, escalators, passenger elevators, stairways, service corridors, delivery passages, utility plants, transformers, doors, walls, floors, skylights, ceilings and windows;

(10) a commercially reasonable property management fee not to exceed three and one-half percent (3 ½%) of Rent for on-site management, promotion, marketing, maintenance and/or a management office and expenses;

(11) payroll, payroll taxes, employee benefits and related expenses of all personnel engaged in the operation, maintenance, and management of the Building, including, without limitation, the Building Manager, any maintenance personnel, assistants located on-site who work with on-site personnel (including, specifically, uniforms and working clothes and the cleaning thereof, tools, equipment and supplies used by such personnel, and the expenses imposed on or allocated to Lessor or its agents pursuant to any collective bargaining or other agreement) provided that if any personnel are engaged in or responsible for more than one (1) building, then an equitable allocation shall be made of the expense associated with such

personnel among the Building and the other buildings in such areas with respect to which such employees are engaged);

(12) the cost and expense for services, labor, or materials or improvements to comply with any legal requirements enacted after the Commencement Date, including any legal requirements regarding energy use, carbon emissions, greenhouse gases, or other environmental sustainability matters;

(13) the cost (including reasonable architectural and engineering fees incurred in connection therewith) of any improvement consented to in advance and in writing by Lessee and made to the Building during any year which reduces operating costs (as, for example, a labor-saving improvement); provided, however, to the extent the cost of such improvement is required to be capitalized under GAAP, such cost shall be amortized over the useful life of such improvement as determined by GAAP and annual amortization shall be deemed an operating cost in each of the years during which the cost of the improvement is amortized;

(14) the cost to comply with any law or ordinance affecting the Building which is promulgated and applicable to the Building subsequent to the Commencement Date under this Lease and, if under GAAP, such expenditure is not a current expense, then the cost thereof shall be amortized over a period equal to the useful life of such improvement on a straight-line basis, determined in accordance with GAAP and the amortized costs allocated to such calendar year shall be treated as an operating cost;

(15) providing janitorial and trash removal services to the Building and the Demised Premises; and

(16) real estate taxes and assessments levied against the Building and that portion of the real property which makes up the Common Areas.

Expenses shall not include:

- (a) the cost of any capital improvements required by Section 5.3,
- (b) work which the Lessor performs specifically for, and/or at the expense of, another tenant,
- (c) costs covered under any guarantee and/or warranty or costs,
- (d) costs of alterations or improvements of the premises of other tenants or prospective tenants,
- (e) depreciation, interest and principal payments on mortgages, ground rent and other debt costs,
- (f) expenses directly resulting from the negligence of the Lessor, its agents, servants or employees,

(g) legal fees, space planners' fees, real estate brokers' leasing commission, take-over costs, advertising expenses and all other leasing expenses associated with other tenants in the Building,

(h) any bad debt loss, rent loss, or reserves for bad debts or rent loss,

(i) the expense of services provided to other tenants in the Building which are not provided to Lessee on a rent inclusive basis hereunder,

(j) costs of selling, syndicating, financing, mortgaging or hypothecating any of Lessor's interest in the Building, costs of any disputes between Lessor members and/or its employees (if any) not engaged in Building operation, disputes of Lessor with Building management (if applicable), or fees or costs paid in connection with disputes with other tenants,

(k) fines, penalties, and interest thereon, unless explicitly the obligation of Lessee under the terms of this Lease, and all costs incurred due to criminal violations by Lessor,

(l) any damage or loss resulting from any casualty which the Lessor covenanted to insure against, unless due to the negligence or malfeasance of Lessee or its agents, employees or invitees,

(m) political or charitable contributions,

(n) unless otherwise agreed to in writing, any costs whatsoever incurred in connection with the ownership, design, construction, management, use and/or operation of a garage or parking area,

(o) those costs and expenses which are specifically identified in the Lease as costs and expenses "not a part of Expense Payments,"

(p) costs of correcting latent defects during the initial warranty period after construction,

(q) advertising and promotional costs associated with the leasing of the Building and costs of signs (other than directional or operational signs),

(r) increased insurance premiums caused by Lessor's hazardous acts,

(s) all amounts which are paid to any affiliate of Lessor or any representative, employee or agent, to the extent the costs of such services exceed the general market rates for similar services of a comparable quality,

(t) costs of Lessor's general overhead and general administrative expenses, including any audit,

(u) salaries, wages or other compensation paid, or benefits provided, to employees not directly employed in the management/operation of the Building,

(v) capital expenditures or amounts paid for rental of equipment that if purchased by Lessor would be a capital improvement in accordance with generally accepted accounting principles, consistently applied other than provided for in subparagraphs (13) and (14) above,

(w) salaries, wages, or other compensation paid to any employee of Lessor above the grade of building manager,

(x) expenses for repairs, replacements or maintenance arising from defects in the original construction of the Building or any renovation program conducted therein,

(y) reserves for repairs, maintenance, and replacements,

(z) costs of repairs (in excess of any applicable deductible, which deductible shall not exceed \$50,000.00) incurred by reason of fire or other casualty or condemnation whether or not Lessor receives compensation therefore through the proceeds of insurance or condemnation awards,

(aa) costs incurred for maintenance or repair of any retail areas of the Building,

(bb) compensation paid to clerks, attendants, sales persons, or other persons on or in commercial concessions (including the parking garage) operated in the Building,

(cc) costs relating to maintaining Lessor's existence, as a limited liability company, corporation, partnership or other entity, such as trustee's fees, annual fees, corporate or partnership organization or administration expenses, deed recordation expenses,

(dd) costs (including fines and penalties imposed) incurred by Lessor to remove any hazardous or toxic wastes, materials or substances from either the Building or land not caused by Lessee,

(ee) costs directly resulting from the negligence or willful misconduct of Lessor or its agents, contractors or employees, and

(ff) except as specifically stated above, expenses and costs not normally included by landlords of comparable office buildings in the Baltimore/Washington, D.C. metropolitan area.

Exhibit 7

Subordination and Non-Disturbance Agreement

(The form of which shall be approved by the parties thereto in their commercially reasonable discretion)

Exhibit 8

Excess Fit Up

1. **Furniture , fixtures, and equipment** such as tenant telecommunication facilities and equipment, tenant security systems and equipment, tenant emergency system beyond those required for base building life safety, tenant specialty fire protection systems, UPS system, supplemental cooling system, humidification systems, satellite electrical and telecommunication rooms, AV equipment and cabling, redundant power, white noise sound masking systems, public address systems, tenant emergency generators (other than those required for base building life safety), Interior signage and graphics other than life safety, lobby reception desks

2. **Any specialty spaces not included in general office space** – for example data center materials, equipment and fit-out, kitchen and food service space, facilities and equipment, fitness center and fitness facilities, library with special floor load requirements beyond standard office use, conference facilities (to the extent that such facilities exceed general office specifications with sustainable building principles), stadium style seating, elevator hoists or lifts other than those required for base building

3. **General office specifications with sustainable building principles in excess of the following** – Interior partitions based on an open floor sustainable building design, based on 70%/30% open to closed office plan, lighting appropriate to natural light design of base buildings, partition to be painted gypsum wall. Excess general office specifications will include live floor loads over and above the 100 pounds per square foot standard, as well as any monumental staircases, shower rooms, specialty toilets beyond base building bathrooms, and sound attenuation beyond base building requirements

4. Notwithstanding the foregoing, Excess Fit Up shall be determined in conjunction with the Department of General Services Specification and Requirements for Leased Space over 5,000 Net Usable Square Feet.

Exhibit 9
Rent Schedule

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Installment of Rent</u>	<u>Annual Rental Rate per NUSF</u>
1	\$9,693,750.00	\$807,812.50	\$25.85
2	\$9,693,750.00	\$807,812.50	\$25.85
3	\$9,693,750.00	\$807,812.50	\$25.85
4	\$9,693,750.00	\$807,812.50	\$25.85
5	\$9,693,750.00	\$807,812.50	\$25.85
6	\$11,148,750.00	\$929,062.50	\$29.73
7	\$11,148,750.00	\$929,062.50	\$29.73
8	\$11,148,750.00	\$929,062.50	\$29.73
9	\$11,148,750.00	\$929,062.50	\$29.73
10	\$11,148,750.00	\$929,062.50	\$29.73
11	\$12,821,250.00	\$1,068,437.50	\$34.19
12	\$12,821,250.00	\$1,068,437.50	\$34.19
13	\$12,821,250.00	\$1,068,437.50	\$34.19
14	\$12,821,250.00	\$1,068,437.50	\$34.19
15	\$12,821,250.00	\$1,068,437.50	\$34.19
16	\$14,745,000.00	\$1,228,750.00	\$39.32
17	\$14,745,000.00	\$1,228,750.00	\$39.32
18	\$14,745,000.00	\$1,228,750.00	\$39.32
19	\$14,745,000.00	\$1,228,750.00	\$39.32
20	\$14,745,000.00	\$1,228,750.00	\$39.32

* - The payment of Rent shall commence on the earlier to occur of either (i) the actual Commencement Date (which is expected to be June 1, 2014) or (ii) the Outside Rental Obligation Commencement Date. The first Lease Year shall commence on the Commencement Date (or the Outside Rental Obligation Commencement Date, as applicable) and shall end on the last day of the twelfth (12th) full calendar month thereafter. The payment of Rent for any partial month shall be pro-rated.