COUNTY COUNCIL

OF

TALBOT COUNTY

2018 Legislative Session, Legislative Day No.: February 13, 2018

Resolution No.: 258

Introduced by: Mr. Bartlett, Mr. Callahan, Mr. Pack, Ms. Price, Ms. Williams

A RESOLUTION TO APPROVE EXECUTION OF A LEASE OF APPROXIMATELY 1,150 SQUARE FEET OF SPACE AT THE TALBOT COUNTY DETENTION CENTER, 115 W. DOVER ST., EASTON, MARYLAND 21601, TO THE STATE OF MARYLAND FOR THE USE OF THE DISTRICT COURT OF MARYLAND, FOR A TERM OF TEN (10) YEARS WITH BASE RENT OF SIXTEEN THOUSAND ONE HUNDRED DOLLARS ($16,100.00) PER YEAR

By the Council: February 13, 2018

Introduced, read the first time, and ordered posted, with Public Hearing scheduled on Tuesday, March 13, 2018 at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

By order: Susan W. Moran

Susan W. Moran, Secretary

A RESOLUTION TO APPROVE EXECUTION OF A LEASE OF APPROXIMATELY 1,150 SQUARE FEET OF SPACE AT THE TALBOT COUNTY DETENTION CENTER, 115 W. DOVER ST., EASTON, MARYLAND 21601, TO THE STATE OF MARYLAND FOR THE USE OF THE DISTRICT COURT OF MARYLAND, FOR A TERM OF TEN (10) YEARS WITH BASE RENT OF SIXTEEN THOUSAND ONE HUNDRED DOLLARS ($16,100.00) PER YEAR

WHEREAS, Local Government Article ("LG") § 10-312, Md. Code Ann., states that the County may dispose of any real or leasehold county property provided that "before the county makes any disposition, grant, or lease of county property, the county shall publish notice of the disposition, grant, or lease once a week for 3 successive weeks in at least one newspaper of general circulation in the county and shall include the terms of compensation to be received and give opportunity for objections."

NOW, THEREFORE, BE IT RESOLVED by the County Council of Talbot County, Maryland that:

1. The County Council finds that:

   (a) The County has duly advertised the proposed transfer and given opportunity for public comment pursuant to LG § 10-312;

   (b) The requirements of LG § 10-312 have been fulfilled; and,

   (c) The subject space is not needed for County public use during the lease term and the County is lawfully authorized to lease the space on the terms and conditions set forth herein; and,

   (d) The subject space will continued to be used for public use by the State of Maryland during the lease term.

2. The terms of the proposed lease are attached hereto as Exhibit "A", which is incorporated by reference herein, shall be and are hereby APPROVED.

3. The County Manager is hereby authorized to sign the lease agreement on behalf of the County.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its date of passage.

PUBLIC HEARING

Having been posted and Notice, Time and Place of Hearing, and Title of Resolution No. 258 having been published, a public hearing was held on Tuesday, March 13, 2018 in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

BY THE COUNCIL

Read the second time:

Enacted: **March 13, 2018**

By Order: Susan W. Moran
Susan W. Moran, Secretary

Williams	-	Aye
Price	-	Aye
Bartlett	-	Aye
Pack	-	Aye
Callahan	-	Aye

EFFECTIVE: March 13, 2018

EXHIBIT "A"

ORE File No: 5086 Type of Lease: New Specifications Date: July 2013 Leasing Agent: Damon Conway	**STATE OF MARYLAND** **STANDARD LEASE FORM DGS-680-3** (Revised 12/21/2017)

THIS AGREEMENT (**"Lease"**), fully executed by the parties this 1st day of March Two Thousand eighteen ("2018") (**"Effective Date"**), is between Talbot County, Maryland (hereinafter called the **"Lessor"**), and the State of Maryland, (hereinafter called the **"Lessee"**) to the use of the District Court of Maryland.

WHEREAS, the Lessor owns a one (1) story brick building (the "**Building**") on a 1.55 +/- acre parcel of land known as 115 W. Dover Street in Talbot County (the "**Land**"). Hereinafter the Land and the Building shall be collectively referred to as the "**Property**"; and

WHEREAS, the parties hereto enter into this Lease for the purpose of creating a tenancy in the Demised Premises, hereinafter defined, under the following terms and conditions.

NOW, THEREFORE, in consideration of the rent and the mutual covenants and conditions set forth herein, the above recitals being made a substantive part of this Lease, the Lessor demises and leases unto Lessee that portion of the Building described as the area shown on the attached Exhibit A-1, hereinafter the "**Demised Premises**", together with the right to use in common with others in the Property, including but not limited to common areas, hallways, elevators, lobbies, sidewalks, parking areas, and public restrooms.

1. Dimension of Demised Premises. The Demised Premises contain 1,150 +/- net usable square feet of space, more or less (hereinafter "NUSF"), as defined in the State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2013.

2. Lease Term and Commencement. The initial term of the Lease is ten (10) years and zero (0) months, and subject to Section 7 of the Standard State of Maryland Lease General Terms and Conditions, attached hereto as Addendum A, shall commence on April 1, 2018, hereinafter the "**Commencement Date**". And thereafter terminates on March 31, 2028.

3. Provisions Incorporated by Reference. This Lease specifically incorporates the following as terms and conditions of this Lease:

a. State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2013

b. Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Lease.

c. State of Maryland Standard Lease General Terms and Conditions, attached hereto as **Addendum A.**

d. State of Maryland Standard Lease Affidavit, attached hereto as **Addendum B.**

e. The following Exhibits attached hereto, as designated below:

☒	**Exhibit A-1**	Approved Space Plan (to be attached)
☐	**Exhibit A-2**	Existing Floor Plan
☐	**Exhibit A-3**	Site Plan of Property and Parking Plan
☐	**Exhibit A-4**	Additional Description of Property
☒	**Exhibit B**	Affidavit
☐	**Exhibit C**	Broker Documents
☐	**Exhibit D**	Estoppel Sample
☐	**Exhibit E**	HVAC/Mechanical Equipment and Maintenance Standards

Lessor's Initials_____ Date_____

☐ **Exhibit F** Supplemental Lease Format Sample
☐ **Exhibit G** Acceptance Form
☐ **Exhibit H** Other -

4. Lessor and Lessee Contact Information. The following is the contact information for the primary contact persons for the Lessor and Lessee:

LESSOR	**LESSEE**
Name: Talbot County, Maryland	Department / Agency: District Court of Maryland
Address: 115 W. Dover Street Easton, Maryland 21601	Address: 501 E. Fayette Street Baltimore, MD 21202

	Doug Devenyns		Joe White
E-mail:	ddevenyns@talbgov.org	E-mail:	Joe.white@mdcourts.gov
FIN:	300001284		

On Site Contact:	Doug Devenyns	On Site Contact:	Joe White
Phone:	410-770-8120	Phone:	410-767-6599
E-mail:	ddevenyns@talbgov.org	E-mail:	Joe.white@mdcourts.gov

Emergency Contact:	Doug Devenyns	Emergency Contact:	Joe White
Emergency Phone:	410-829-6655	Emergency Phone:	410-802-7726
E-mail:	ddevenyns@talbgov.org	E-mail:	Joe.white@mdcourts.gov

All written notices required under this Lease shall be sent to the Lessor and Lessee at the following addresses:

Notice Address: 115 W. Dover Street Easton, MD 21601	Notice Address: District Court of Maryland 501 E. Fayette Street Baltimore, MD 21202 With Copy to DGS Lease Management 300 W. Preston Street, Room 601 Baltimore, MD 21201

5. The Lessor represents and warrants to the Lessee that Lessor is the owner of a fee simple or leasehold interest in the Property, as specifically noted below, and has the power and authority to enter into this Lease.

☒ Fee Simple- ☐ Copy of Deed
☐ Leasehold- ☐ Copy of Lease

Instrument Date:	February 3, 1982
County:	Talbot
Recording Reference:	Liber 561 Folio 524
Grantor:	John T. Harrison
Grantee:	Talbot County, Maryland
Notes:	

Lessor represents and warrants to the Lessee that the below Signatory has the legal authority to execute this Lease Agreement on behalf of Lessor as of the date hereof and that all action required to authorize such Lessor and such Signatory to enter into this Lease has been duly taken. Lessor agrees that it shall, upon Lessee's request, provide copies of Lessor's organizational documents to Lessee, together with copies of consents and resolutions evidencing the authority of

Lessor's Initials_____ Date_____

Lessor to enter into this Lease Agreement, and cause Lessor's duly authorized officers to execute and deliver to Lessee an incumbency certificate in form satisfactory to Lessee.	
Authorized Signatory:	R. Andrew Hollis
Signatory Title:	County Manager

6. Lessee's Use of Demised Premises and Expenses. The Lessee shall occupy the Demised Premises for the following uses and purposes:

a. Office of the Commissioner for the District Court of Maryland

7. Parking: The Lessee, as part of the Demised Premises, is granted use of the following parking spaces for use by its employees, licensees and invitees:

	Reserved Spaces	Use in Common Spaces
Number of Spaces	5	
Location of Spaces	Parking Lot/Street	
Rate per Space ('N/A' if included in Rent)	N/A	
Notes: Three (3) parking spaces will be located on the Parking lot adjacent to the Commissioner's office and two (2) will be on the street outside of the Commissioner's office.		

The State exercises its right of not paying local taxes and the Lessor agrees to and at all times shall claim this exemption with respect to parking space leased to Lessee.

8. a. The following shall constitute the Tenant Improvements to be made by Lessor prior to the Commencement Date:

☐ None
☒ Renovation of Demised Premises:
1. Construction of wall and door dividing space from the unoccupied space.
2. Paint the entire demised premises
3. Replace carpet
4. New exterior signage identifying Commissioner's office

b. Tenant Improvements shall be constructed by Lessor on the following basis:

1. **X**_ At Lessor's expense
2. __ At Lessor's expense, as a Turn Key (as defined in Addendum A), subject to any additional construction cost payment terms provided below:

Additional Construction Terms: N/A

9. Term of the Lease: The following is the original term (the **"Original Term"** and any renewal terms (each, a **"Renewal Term"**) exercisable by the Lessee:

Original Term:	Ten (10) years

Number of Renewal Terms	1
Length of Each Renewal	Ten (10) Years

Any renewal of the Lease shall be effective and legally binding only upon approval of the renewal by the Board of Public Works. As used herein **"Term"** shall mean the Original Term and any properly exercised Renewal Term.

Notes:

Lessor's Initials_____ Date_____

10. Base Rent: The following is the base rent (the **"Base Rent"**) by years within the Term per square foot and calculated on a monthly and annual basis. It is agreed by the parties that, subject to the terms of Section 7.1 of the Form DGS 680-3a, Addendum attached or intended to be attached hereto and made a part hereof (**"Addendum A"**), Lessee's obligations to pay Base Rent and perform its other obligations as set forth in this Lease shall commence upon the Commencement Date. All Base Rent, unless otherwise agreed in writing, shall be payable in accordance with Section 2 of Addendum A.

Years	Per Square Foot Amount	Monthly	Annual
1-10	$14.00	$1,341,67.00	$16,100.00

11. Renewal and Renewal Rent:

☒ Lessee's Rent to be paid during each Renewal Term shall be negotiated upon or prior to exercise of renewal option by Lessee and exercise of renewal option and amount of renewal Rent and all other terms are subject to BPW approval prior to commencement of Renewal Term.

☐ Lessee's Rent to be paid during each Renewal Term negotiated and shall be as set forth below; provided that exercise of renewal option and amount of renewal Rent and all other terms remain subject to BPW approval prior to commencement of Renewal Term.

Renewal Number	Length of Renewal Term	Per Square Foot Amount	Monthly	Annual

☐ Renewal(s) subject to the following additional terms and conditions:

:

12. Operating Expenses: The following are the Operating Expenses, as defined in attached Addendum A, which shall be either (a) passed through to the Lessee as a percentage of increase in Operating Expenses over a Base Year in accordance with the chart below and Section 3 of the attached Addendum A, (b) passed through to the Lessee as a direct cost paid by Lessee to the provider of the applicable service in accordance with the chart below (e.g. Utilities separately metered and paid by Lessee directly to the utility provider) or (c) if not passed through to the Lessee as a percentage of increase in Operating Expenses over a Base Year or as a direct cost to be paid by Lessee, such Operating Expenses shall be the responsibility of the Lessor as they become due during the Term or any renewal and are included within the Base Rent:

Operating Expense	**Procured by**	**Invoiced to**	**Paid by**	**Passed through to Lessee as % of increase over Base Year**	**% passed through to Lessee ("Proportionate Share")**	**Base Year**	**Passed through to Lessee as a direct cost paid by Lessee**
Electricity	Lessor	Lessor	Lessor	☐ Yes ☒ No			☐ Yes ☒ No
Heating Fuel	Lessor	Lessor	Lessor	☐ Yes ☒ No			☐ Yes ☒ No

Lessor's Initials_____ Date_____

Cleaning Services & Supplies (including, but not limited to Waste Collection and Recycling)	Lessor	Lessor	Lessor	☐ Yes ☒ No			☐ Yes ☒ No
Sewer and Water	Lessor	Lessor	Lessor	☐ Yes ☒ No			☐ Yes ☒ No
Snow and Ice Removal	Lessor	Lessor	Lessor	☐ Yes ☒ No			☐ Yes ☒ No
Other:	Lessor	Lessor	Lessor	☐ Yes ☒ No			☐ Yes ☒ No
Base Year Notes:							
Notes:							

13. Real Estate Taxes: Lessee shall pay Real Estate Taxes on the following basis and in accordance with Section 3 of Addendum A:

Proportionate Share of Real Estate Taxes passed through to Lessee as a percentage of increase in Real Estate Taxes over a Base Year	Base Year N/A
Base Year Notes:	
Notes:	
Passed Through to Lessee: ☐ Yes ☒ No	

Using Unit's Proportionate Share:N/A

14. Maintenance Inspections to occur in accordance with Section 8.6 of Addendum A, however no less than:

☐ Semi-annually	☐ Quarterly	☒ Annually

15. Other Terms and Conditions:

16. Modifications to **Addendum A**:

17. This Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Lease to the Maryland Board of Public Works or to compel the Maryland Board of Public Works to approve this Lease. In the event this Lease is not fully executed and approved by the Maryland Board of Public Works, Lessor's only remedy shall be to declare this Lease null and void.

17. In the event of any conflict between this Standard Lease Form DGS-680-3 and any other document attached hereto, incorporated by reference, or otherwise made part of this Lease, the provisions of this Standard Lease Form DGS-680-3 shall prevail.

[Signature page follows]

Lessor's Initials_____ Date_____

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:

By: _____

LESSOR: Talbot County of Maryland

By: R. Andrew Hollis
Its: County Manager

ATTEST:

By: _____

LESSEE:
State of Maryland, to the use of the District Court of Maryland

By: The Honorable John P. Morrissey
Its: Chief Judge

Execution of the above Lease was authorized and approved by the Board of Public Works at a meeting held on as DGS Action Agenda Item -L.

Department of General Services
Office of Real Estate

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

Affidavit
(Authorized Representative and Affiant 01/2013)

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

Lessor's Initials_____ Date_____

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

Lessor's Initials_____ Date_____

(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.)

Lessor's Initials_____ Date_____

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 REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, § 17-705:

Lessor's Initials_____ Date_____

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, § 17-702.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

_____
_____
_____
_____

M. 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.

N. 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.

O. 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.

Lessor's Initials_____ Date_____

P. 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.

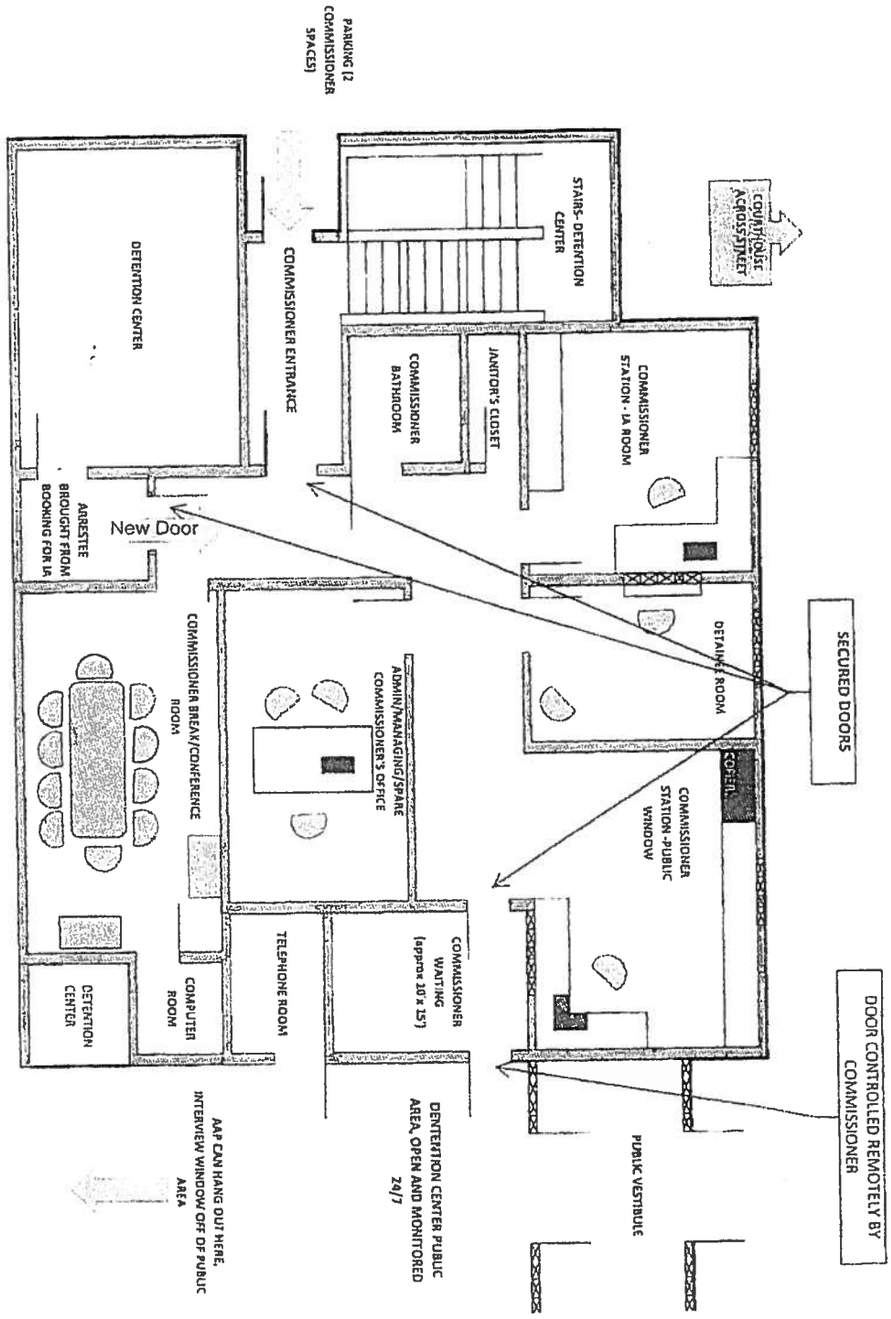
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

_____
Printed or Typed Name

EXHIBIT A-1



STANDARD STATE OF MARYLAND LEASE GENERAL CONDITIONS (FORM DGS-680-3a)

Lessor's Initials_____ Date_____

(Revised 12/2013)

1 Definitions.

The following terms have the following meanings in addition to their usage within the text of this Lease:

Approved Construction Budget means that budget which has been jointly approved and signed by the using Unit(s) and DGS Office of Real Estate, prior to construction which delineates the cost to be incurred by Lessor of the required and excess Tenant Improvements to the Demised Premises.

Approved Space Plans mean plans which have been jointly approved and signed by the using Unit(s) and DGS Office of Real Estate, prior to construction.

Base Year means the year agreed upon by Lessee and Lessor for which a baseline value is established for calculating amounts owed for operating services expenses.

BPW means the Maryland State Board of Public Works.

Broker means the brokerage firm retained, if any, by DGS Office of Real Estate.

DGS means State of Maryland, Department of General Services.

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 day of the first full calendar month in the Term, and (b) each successive period of 12 calendar months thereafter during the Term.

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

Occupancy is the date Lessee begins operating from the Demised Premises.

ORE means State of Maryland, Department of General Services Office of Real Estate

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

Section means that all references made to any Section shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section of this Lease.

Space Plans (Plans) means those plans submitted to the using Unit(s) and ORE for approval which specify the design and construction of the Tenant Improvements, prepared at Lessor's expense. The Plans shall conform to the site and building conditions and to all required applicable laws, statutes, ordinances, Executive Orders, and codes (including without limitation building, health, and fire codes) of all applicable governmental authorities.

Substantial Completion means the completion of construction or other work required to bring the Building and Demised Premises up to the Lessee's requirements, including the Lessor's acquiring of all necessary permits and inspections related to occupancy which may be subject to minor punch list items.

Supplemental Lease means an amendment to the Lease that was duly approved by the parties hereto and the Board of Public Works.

Tax Year means the fiscal year for which the real property taxes are levied by the

Lessor's Initials_____ Date_____

governmental authority, i.e. July 1 through June 30 of said year.

Tenant Improvements means those improvements regarding the Demised Premises requested and required by the using Unit(s) and ORE to be completed before Lessee(s) occupancy may begin.

Termination Costs means the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease which are a) any brokerage commissions paid to the State's Broker, less any amortized portion of the brokerage commissions calculated on a straight-line basis as of the date of termination, and b) construction costs required to build out the Demised Premises from pre-Lease condition to the condition specified in the Approved Space Plan, the Lease Standards, and any Request for Proposal specifications in accordance with costs delineated in Lessor's Construction Budget, less i) any construction costs paid for in cash by the Lessee, ii) costs amortized as of the date of termination, including legal fees, architectural/engineering costs, bank charges and fees, and, interests costs incurred during construction and attributable to the Tenant Improvements. Termination Costs shall not include any Lessor anticipatory Rents, expenses, or profits which have not been earned up to the date of termination.

Payment of Rent.

2.1 Rent Invoices. Lessee will not automatically pay the Rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit") listed in this Lease for the amounts set forth in this Lease.

2.2 Rental Payments. Rental payments shall be payable at the office of the Lessor, during normal business hours and shall be due on the first day of the month.

2.3 Multi-Year Leases Contingent Upon Appropriations. 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 State'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 State 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; SF 13-217 (d), (e)]

2.4 Submission of Invoices. All invoices for Rent or other expenses submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in this Lease unless otherwise specifically provided for herein.

2.5 Required Information. All invoices shall be made out to the Unit and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works number and date indicated at the end of this Lease; type of billing (i.e. "Rent"); the Lessor's Federal Employer's ID Number or if an individual, the Lessor's social security number, and additional information as may be specifically required elsewhere in this Lease. [SF 15-102]

2.6 Payment by the State. Payments to the Lessor pursuant to Section 2.4 and this Lease shall be made no later than 30 days after the State'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; SF 15-103, 104]

Lessor's Initials_____ Date_____

2.7 Interest on Late Payments. Except for Rent or other expenses submitted pursuant to this Lease, 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 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]

2.8 Transfer of the Property/Assignment of Lease. In the event of any transfer of the Property and/or assignment of the Lease: (a) said assignment shall be effective only if the assignee is qualified to do business in the State of Maryland and b) the State is permitted to do business with assignee, (c) Lessor shall provide copies of the deed or other instrument(s) transferring the Property and the assignment agreement to the DGS Office of Real Estate within 10 days of said transfer and/or assignment, and (d) the assignee of the Lease shall enter into a supplemental lease agreement, including execution of the standard State lease affidavit, amending the landlord information. In the event that any assignee of the Lease is not qualified to do business in the State of Maryland, the State shall have the right to terminate the Lease upon written notice to the Lessor and assignee(s).

2.9 Maximum Rent. Lessor agrees and asserts that the annual Rent does not exceed fifteen per cent (15%) of the fair market value of the Demised Premises at the date of the Lease. State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland.

Operating Expenses.

3.1 Operating Expense Calculations. Effective at the conclusion of the second Lease year as set out in this Lease, and each succeeding Lease year of this Lease, the Lessee shall pay as an additional expense, and not as additional rent, or shall receive as a credit, its proportionate share of any increase or decrease in Operating Expenses.

3.2 Modification of Base Year for Warranty. If applicable, the base year set out in this Lease for any item which is under a guarantee or warranty shall be modified the first full Lease year following expiration of the item's guarantee or warranty.

3.3 Real Estate Tax Invoicing. Amounts due by the Lessee for Real Estate Taxes shall be invoiced annually throughout the Term. The Lessee shall pay as an additional expense, and not as additional rent, or shall receive as a credit its proportionate share of any increase or decrease in Real Estate Taxes. The annual invoicing period for real estate taxes shall be within 90 days after the completion of the real estate tax year; for example, no later than September 30th based on the current tax year of July 1st through the succeeding June 30th.

3.4 Other Operating Expense Invoicing. The invoicing period for all other Operating Expenses shall be within 90 days of the end of each annual Lease year; for example if the Lease commences April 1st, invoicing no later than June 30th based on the invoicing period of April 1st through the succeeding March 31st.

3.5 Lease Termination Invoicing. Upon Lease termination all invoices, including invoices for real estate taxes, shall be adjusted to the date of Lease termination and shall be submitted within 90 days after the Lease termination date. **Invoices submitted more than 90 days after the end of the invoicing period shall not be honored.** Any payments due by the Lessee shall be paid in one lump sum. Credits due the Lessee shall be credited to the Lessee's monthly rent payments immediately. In the event the credit exceeds the amount of one monthly rent payment, the full amount of the monthly rent shall be credited until the full credit has been recovered.

3.6 Method for Invoicing. Invoices for Operating Expenses shall be made out to the using Unit. **Lessor shall send a copy of such invoice to: The Department of General Services, Office of Real Estate, Attn: Chief of Leasing, 300 W. Preston St., Rm 601, Baltimore, MD 21201 for review and approval before payment.** In addition to the information required by Section 2.4, such invoices shall include, as backup material, certified

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true copies of invoices (for the Base Year and escalation year) for the services for which escalations are requested. For costs where such invoices are confidential, (i.e. salaries paid to Lessor's employees) the Lessor must certify and warrant that such payments for such costs were made. ORE shall have the right by methods acceptable to the Lessor and Lessee, to physically audit the Lessor's records to determine the validity of reimbursement or credits due under this Lease.

3.7 Audit Expenses. Lessee shall have the right at any time to audit the books and records of the Lessor. Lessor guarantees all financial records and tenant statements shall be prepared in accordance with generally accepted accounting principles (GAAP) and rendered to Lessee in any similar format Lessee may reasonably request from time to time. If Lessee exercises the right to audit the books and records associated with this Lease, Lessee shall pay the expense of auditing the books and records. However, Lessor shall pay all audit expenses if Lessee is found to have been overcharged by 15% or more on any bill related to Operating Service Expenses or Real Estate Taxes.

Assignment.

4.1 Assignment. Lessee may assign this Lease and the Demised Premises upon prior written consent of the Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

4.2 Use of the Demised Premises. Use of the Demised Premises by a Unit(s) of the State of Maryland other than the Unit(s) designated in this Lease is not an assignment or a subletting and may be done at the discretion of the Lessee.

Condition Upon Termination.

5 Condition Upon Termination. Lessee will, at the expiration or sooner termination of the Term, deliver up 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.

Construction, Improvements, Replacements.

6.1 Construction of Tenant Improvements. Lessor shall, at Lessor's sole cost and expense, develop, design and construct on and in the Demised Premises, and the building of which the Demised Premises are a part, Lessee's Tenant Improvements ("Tenant Improvements").

6.2 Preparation of Space Plans. Promptly after the BPW approves this Lease, and in accordance with Lessor's Construction Budget and the appropriate State of Maryland General Performance Standards and Specifications for Leased Facilities, Lessor shall at its expense prepare and submit to Lessee for review and approval proposed space plans. The Plans shall conform to the site and building conditions and to all required applicable laws, statutes, ordinances, Executive Orders, and codes (including without limitation building, health, and fire codes) of all applicable governmental authorities as to the design and construction of the Tenant Improvements.

6.3 Architect(s) and Engineer(s). Lessor shall select and provide Architect(s) and Engineers (Mechanical, Electrical, Plumbing), where applicable, to prepare the plans for and construct the Tenant Improvements (the "Plans"). Architect(s) and Engineer(s) employed by Lessor must be currently licensed and in good standing with the State of Maryland.

6.4 Compliance with All Laws. All plans, construction and improvements to the Demised Premises shall comply with all applicable Federal, State and Local building codes and requirements, as may be amended from time to time, including but not limited to the Maryland Building Performance Standards of the Public Safety Article of the Annotated Code of Maryland, Title 12, Subtitle 5,; the Maryland Building Rehabilitation Code of the Public Safety Article of the Annotated Code of Maryland, Title 12, Subtitle Ten; The Americans with

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Disabilities Act of 1990 (ADA); and the Maryland Building Code for the Handicapped (MBCH).

6.5 Review and Approval of Space Plans. Upon written approval by Lessee and DGS Office of Real Estate, which shall constitute the Approved Space Plans ("Approved Space Plans") and Lessor's Approved Construction Budget ("Approved Construction Budget"), marked Exhibit A-4 and B, respectively, for all purposes of this Lease, Lessor shall execute said plans and the improvements thereon shall constitute the Lessor's work for all purposes hereof. In addition to the aforementioned consultations and approvals, and those that may be required under any applicable law, Lessor shall otherwise consult with and gain approval from DGS Office of Real Estate throughout the design and construction phases for the Tenant Improvements to the Demised Premises. In order to facilitate any Lessee approval, Lessor shall submit all Plans, permits, supporting materials, and other necessary documentation to DGS Office of Real Estate for its review, comment, approval, and periodic inspection prior to and during construction, including evidence of performance, labor and materials bonds in amounts satisfactory to the State. All reviews and comments shall be provided within 5 business days of receipt but approval may be withheld at the discretion of the DGS Office of Real Estate. No construction, improvements or renovation may begin without the written review, comment, and approval of DGS Office of Real Estate. No modification or alteration to the design and construction plans approved by DGS Office of Real Estate may be made without subsequent written approval of DGS Office of Real Estate. DGS Office of Real Estate shall designate, and may re-designate, one individual or body of reviewers who shall throughout the term of the construction, design, and implementation process be responsible for and authorized to act on behalf of DGS Office of Real Estate.

6.6 Fit Up. The Lessor shall be entitled to reimbursement for certain fit up items which exceed the State's standard fit up requirements ("Excess Fit Up") and the Lessee shall be entitled to a credit for those fit up items which are less than the State's standard requirements. The State's standard fit up is as set forth in the State of Maryland Department of General Services Specifications and Requirements for Leased Facilities that is applicable to this Lease (the "Lease Standards"). Excess Fit Up costs include any item(s) over and above the stated required quantities listed in the Lease Standards, items not included in the Lease Standards but for which an approved Change Order exists, and DGS Office of Real Estate approved overhead and profit for said excess construction items. Invoices for excess construction costs due under this clause shall be made out to the using Unit concerned but shall be sent, by the Lessor, to the Office of Real Estate, Department of General Services for review before payment. In addition to the information required in Section 2.4, such invoices shall include, as backup material, an itemized listing of how the total was determined and copies of bills for materials and labor as appropriate. The State's standard fit up items are:

a. 1 linear foot of partioning per 10 square feet of leased space (Sound transmission class of 35).
b. 1 linear foot of sound conditioned partitioning (Sound transmission class of 50) for 10 linear feet of partitioning.
c. 2 doors for ingress and egress from each leased area on each floor.
d. 1 interior door for each 25 linear feet of partitioning required.
e. 1 duplex electric outlet per 200 square feet of leased space.
f. 1 dedicated special purpose electric outlet per 1,000 square feet of leased space.
g. 1 electric outlet 208 volt, 30 AMP per floor.
h. 1 quad electrical outlet per office.
i. 1 dedicated quad electrical outlet per server room rack.
j. 1 J-Box in ceiling per 3 cubicles.
k. 1 telephone outlet ring & string per 100 square feet of leased space.
l. 75% carpet, 25% VCT within leased space.
m. ¾" (three-quarter inch) rated plywood on 3 walls in IT room, 18" from floor, 4' wide.

6.7 Performance of Work. The Lessor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any

Lessor's Initials_____ Date_____

delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Lease.

6.8 Time Extensions. 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 Lessor 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.

6.9 Performance Guarantees. Prior to commencement of construction, Lessee may require Lessor to demonstrate to the State's reasonable satisfaction that it has sufficient funds to construct the Tenant Improvements and operate and maintain the Demised Premises, including such performance bonds and/or completion guarantees as may be necessary. Lessor shall pay all costs of the Tenant Improvements and the cost associated with constructing the Tenant Improvements on the Demised Premises, including the fees of the Architect(s) and Engineer(s), and all sums owed to any contractor involved with constructing the Tenant Improvements. Any approved Tenant Improvement costs not reimbursed in full by the State prior to the Commencement Date may be amortized over the Term of the Lease.

6.10 Proof of Guarantees and Construction Notice. At the request of the State, Lessor shall not commence any construction of Tenant Improvements until full copies of all insurance policies, performance bonds and/or completion guarantees have been delivered to the State and the State has acknowledged in writing receipt thereof. Lessor shall also provide the State forty-eight (48) hour advance notice prior to its commencement of construction and provide regular updates every two (2) calendar weeks, or other adequate time interval as may be approved by DGS Office of Real Estate, on the status of constructing the Tenant Improvements.

6.11 Construction Standards. Lessor shall require any contractor(s) constructing the Tenant Improvements and associated improvements on the Demised Premises to construct them in a good and workmanlike manner, in accordance with all applicable laws, statutes, ordinances, and codes, and if applicable, require the contractor(s) to complete the work without unreasonable interference with any of State's operations on the Demised Premises.

6.12 Tenant Improvements After Occupancy. In the case of Tenant Improvements to be constructed after State occupancy and/or the Commencement Date of the any original Term of the Lease, Lessor shall not demolish or destroy any existing Tenant Improvements upon the Demised Premises without the prior written consent of DGS Office of Real Estate.

6.13 Paint and Carpet. 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 every five (5) years from Commencement Date. Lessor shall re-carpet 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 re-carpeting. Lessee may not make such a request any more frequently than once every ten (10) years from Commencement Date. Carpet replacements under warranty conditions do not preclude the enforcement of this clause. Paint and carpet specifications are located in the State of Maryland General Performance Standards and Specifications for Leased Facilities

6.14 Construction Progress and Coordination. On a routine basis during the planning and construction of the Tenant Improvements, Lessor shall meet with DGS Office of Real Estate so that Lessor may review with State the progress of plans and construction, so that Lessor and State may coordinate the construction of the Tenant Improvements, and determine the construction schedules and methods that will have minimum impact on operations, if any, of any State activities on the Demised Premises, and other agencies or units of the State using any facilities at the Demised Premises.

Lessor's Initials_____ Date_____

6.15 Damage and Repair. Lessor shall be solely responsible for repairing any buildings, roads, parking lots, grounds, utilities or other structures, improvements and areas on the Demised Premises, the Property, or the Building, damaged by vehicles or machinery of Lessor's Contractor(s), suppliers, or agents before, during or after construction.

6.16 Construction Equipment. Lessor shall require its Contractor(s) to guarantee that all machinery, tools, equipment, vehicles and supplies are secured at all times. The State shall not be responsible for the safe keeping or theft of any machinery, tools, equipment, vehicles, or supplies of Lessor or Lessor's Contractor(s), suppliers, or agents. The State shall not be responsible for the security and safety of any construction equipment or supplies.

6.17 Utilities. If utilities have to be relocated or disrupted due to construction of the Tenant Improvements, the relocation or disruption shall be done at the cost and expense of Lessor and in accordance with any provisions set forth in this Lease. In the event that utilities are relocated, the Lessor shall move all affected, existing utility equipment on the Demised Premises, Property, and/or Building to the new location at Lessor's expense.

6.18 No Waiver of Requirements. State's execution of this Lease does not imply approval nor imply exception to any permit requirement of the State of Maryland. The Lessor's construction of, renovations to, and improvements on, the Demised Premises shall be in compliance with the requirements of all applicable laws, ordinances, rules and regulations. Lessor shall be responsible for obtaining all applicable permits, licenses, inspections and approvals required for construction of, renovations to, and improvement to the Demised Premises, and shall deliver to State copies of all necessary permits, licenses, inspections and approvals prior to taking any action requiring such permits, licenses, inspections and approvals. The Lessor shall be responsible for and assume all liability in connection with any public hearings conducted in connection with the issuance of any permit, license or other governmental approval.

Commencement and Occupancy.

7.1 Rent Abatement. Notwithstanding any other provision of this Lease, the Tenant Improvements required under this Lease shall be completed before Lessee's occupancy shall begin. In the event the Demised Premises are not completed on the date specified within this Lease, the rent provided for herein and Lessee's obligations pursuant to this Lease shall abate until the Demised Premises are fully occupied by the Lessee or until 10 business days after inspection and acceptance by the Department of General Services, whichever event shall first occur. In order to allow Lessee sufficient time to schedule and conduct an inspection of the Demised Premises, for the purpose of full or partial occupancy, Lessor shall give Lessee written notice that the Demised Premises have been completed and all required use or occupancy permits have been obtained. Lessee shall have 10 business days after receipt of Lessor's written notice to conduct its inspection of the Demised Premises.

7.2 Partial Occupancy. Lessee may, prior to completion of the renovations, occupy any portion of the Demised Premises mutually agreed upon by Lessor and Lessee. Rent payable during such partial occupancy shall be paid proportionately to the area occupied by the Lessee and the rent payable shall be adjusted to the actual term of such partial occupancy.

7.3 Occupancy. Occupancy is the date Lessee begins operating from the Demised Premises. Storage of furniture or equipment in the Demised Premises as may be mutually agreed upon by Lessor and Lessee shall not constitute "constructive occupancy" or acceptance of the space by the Lessee.

7.4 Supplemental Commencement Date. Regardless of the date specified at the outset of the Lease, the initial term of this Lease shall commence on the date the Demised Premises are fully occupied and shall terminate at the end of the length of time specified for the Term. If the term of this lease would begin and/or end other than on the first day of the month, Lessee shall pay proportionate rent at the same monthly rate set forth in this Lease for such partial month and all other terms and conditions of this Lease shall be in force and effect during

Lessor's Initials_____ Date_____

such partial month. If the Commencement Date is altered as a result of this provision, the specific Commencement Date of this Lease shall be established by Supplemental Lease hereto.

7.5 Building Rules and Regulations. The Lessee, its agents and employees shall comply, to the extent authorized by applicable law, with reasonable building rules and regulations approved in advance by Office of Real Estate, Department of General Services. The Lessor may modify these rules and regulations from time to time, but such changes 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.

Repairs and Maintenance.

8.1 Damage or Defects. Lessee, upon discovery, shall give to Lessor prompt written notice of any accidents or damage to, or defects in, the roof, the exterior of the building, plumbing, electrical service, electric lights, or HVAC apparatus. These defects and/or damage shall be remedied by Lessor, 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. It is understood by the parties that this does not impose an obligation upon the Lessee to inspect the building for accidents, damage or defects nor hold the Lessee liable for failure to do so.

8.2 Lessor's Responsibility for Repairs. All repairs to the Demised Premises including repairs to the exterior of the Building, no matter how caused are to be made and paid for by the Lessor, 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.

8.3 Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Demised Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written approval of costs from Department of General Services Office of Real Estate (DGS) prior to the commencement of any work.

8.4 Failure to Repair. In the event the Lessor fails to a) replace promptly any broken item; b) make necessary repairs; or c) maintain the Building and Property as herein provided for, the Lessee is herewith empowered and authorized, but not obligated to, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance, charging the Lessor for the making of such repairs or performing said maintenance and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of the Lease or by such other legal process it might elect. In the event Lessor fails to repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent until such time as Lessor completes said repairs or maintenance in a manner satisfactory to DGS Office of Real Estate.

8.5 Fire Evacuation Plan. The Lessor agrees to maintain and post a current fire evacuation plan approved by the Fire Department for the Building, and to work with the Lessee in appointing floor fire captains to implement the evacuation plan.

8.6 Regular Maintenance Inspections. The Lessor shall designate an authorized representative and agrees to conduct regular maintenance inspections with the Lessee's designee, or also with such frequency as Lessee shall request. The inspections shall identify concerns and problems by the Lessee. The Lessor shall respond in writing within ten (10) days following said

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inspection detailing action plans and completion times. Both the Lessor and Lessee shall provide points of contact with telephone, facsimile numbers, and e-mail addresses to each other and to DGS Office of Real Estate. At the election of DGS Office of Real Estate, failure to perform said inspections shall result in the forfeiture of escalation payments.

8.7 Actionable Mold. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air, visible within the Demised Premises, and/or that which is deemed in Lessee's reasonable judgment to be disruptive to Lessee's operations. Any Actionable Mold must be removed at the sole cost and expense of Lessor. The Lessor shall provide space to the State of Maryland that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

8.8 Mold Inspection. At such times as the DGS may direct, including but not limited to: after a flood, water damage not caused by the Lessee or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the DGS, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the DGS within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report, the Inspector shall notify the DGS Office of Real Estate, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

8.9 Mold Casualty. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the DGS, in accordance with the Casualty provisions contained in this Lease. In addition to the provisions of the Casualty provisions of this Lease, should the Demised Premises, or a portion thereof, be determined by DGS to be unfit for occupancy due to Actionable Mold resulting from an act of negligence by the Lessor or its agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations thereto.

8.10 Mold Remediation. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within ten (10) business days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the State of Maryland to prepare and submit to the State of Maryland and Lessor a remediation plan (the "Plan") and within thirty (30) calendar days after the State of Maryland's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the State of Maryland a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the State of Maryland employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore. For the presence of visible mold any building materials impacted by water or condensate must be removed and replaced.

The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.

8.11 Mold Remediation Inspection. The Lessor acknowledges and agrees that the State of Maryland shall have a reasonable opportunity to inspect the leased space after conclusion of any remediation. If the results of the State of Maryland's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local

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laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

8.12 Failure to Remediate. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the State of Maryland may implement a corrective action program and deduct its costs from the Rent and/or terminate the Lease and seek any other remedy available to it by law.

8.13 Building Performance Standards. The Lessor guarantees that the Demised Premises, common areas and other portions of the Property over which Lessor has control comply in all respects with the following, as may be amended from time to time: (a) the provisions of the Public Safety Article, Title 12, Subtitle 5 of the Annotated Code of Maryland (Maryland Building Performance Standards); (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; and (d) the codes and standards as delineated in the General Performance Standards and Specifications for State of Maryland Leased Facilities. If Lessor has knowledge or is notified that other lessees in or on the Property/Building are not in compliance with these laws, Lessor shall take such action as is necessary to insure proper compliance.

8.14 Non-Compliance with Building Performance Standards. Should either the Lessor or Lessee be cited for any non-compliance or violation of any Act, Code or standards set forth or referenced in this Lease, the Lessor shall at its own expense 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 or equipment or which are not directly attributable to the negligence of the Lessee, its employees, or invitees.

Alterations by Lessee.

9.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements without Lessor's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and all alterations, additions or improvements made by either of the parties hereto 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.

9.2 Signs. Lessee may install such signs as it wishes within the Demised Premises without permission to do so from the Lessor. Lessee may also install such signs outside of the Demised Premises at locations and of such size as the Lessor may approve, in accordance with local regulations regarding exterior signage.

9.3 Lines and Wiring. Lessee may install lines or special wiring for telephones and other electronic or communications equipment necessary in the conduct of its business and these shall remain the property of the Lessee, and may be realigned, maintained or removed at the sole option of the Lessee during its tenancy or upon expiration or termination of the Lease. The Lessee, at it sole option, shall have the right to abandon in place any wiring or other electronic or communication equipment installed and shall not be required to remove it upon the expiration of the Lease.

9.4 Furniture and Equipment. Any violations cited which are specifically concerned with the placement or physical characteristics of the Lessee's furniture or equipment or which are directly attributable to the 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.

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Casualty.

10.1 Lessor's Obligation to Repair and Reconstruct. If the Demised Premises are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Demised Premises with reasonable promptness but in no event later than 90 days after the date of the Casualty to substantially the same 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 and completion of any such restoration shall be extended for a period not to exceed 60 days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 90 day period and any extension period, Lessee may terminate this Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty

10.2 Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Demised Premises on account of such Casualty, the Rent and any other obligations of the Lessee shall be abated in proportion to the usable area of the Demised Premises that are rendered substantially unfit for occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Demised Premises materially unsuitable for use by Lessee for the uses contemplated by this Lease, in which event the Rent shall be abated entirely during such period of non use.

10.3 Destruction/Damage to the Building. 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 90 days after such Casualty, then either party may elect to terminate this Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

10.4 Emergency Plan(s). The Lessor is required to participate in and comply with the development and implementation of Lessee's "Continuity of Operations Plans" (COOP). The COOP Plan(s) shall include, among other things, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and DGS ORE personnel.

Utilities.

11.1 Continuity of Utilities and Service. Lessor guarantees that the Demised Premises shall continually have heat, electricity, air conditioning, telephone 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 Exhibit H HVAC/Mechanical Equipment Minimum Requirements, attached hereto, solely at the Lessor's expense. If the existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort, Lessor shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures, as further defined in the Lease Standards made a part of this Lease.

11.2 Provision of Utilities and Service. All utilities and services (excluding telephone and communications) shall be provided and paid for by the Lessor unless otherwise set forth in this Lease.

11.3 Failure of Utilities or Service. Lessor shall not be liable for any failure to supply utilities or services not due to negligence on the Lessor's part.

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11.4 Payment for Overtime Usage of Utilities. Payment for overtime usage of utilities, if applicable, shall be made only for Units which consistently and continuously utilize the Demised Premises or a portion of the Demised Premises for a minimum of a 30 day period beyond the standard operational hours. The Lessor must notify DGS Office of Real Estate in advance and in writing of the indication that Lessee's usage may incur overtime utility usage charges. Overtime electric usage payment, if approved, shall be made on an annual basis submitted in the same manner and along with utility escalation billings and value established as follows: Net Usable Square Feet of space within the Demised Premises being utilized for overtime purposes divided by the total Net Usable Square Feet of the Demised Premises. The percentage shall be applied to the actual utility billing for each month of overtime utility usage.

Environmental Matters.

12.1 Compliance with Laws. Lessor shall comply, at its sole cost and expense, with the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act 42 U.S.C. §6901, et seq., as amended, the Toxic Substance Control Act, 15 U.S.C. §2601, et seq., as amended, the Clean Water Act, 33 U.S.C. §1251, et seq., their respective State of Maryland statutes, including but not limited to, Title 7 of the Annotated Code of Maryland, "Hazardous Materials and Hazardous Substances", and any other, Federal, State, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Material, as defined below (the "Environmental Laws").

12.2 Hazardous Material. Hazardous Material means and includes any hazardous substance or any pollutant or contaminant defined as such in, or for the purpose of, the Environmental Laws, including, but not limited to, underground storage tanks, asbestos or asbestos-containing materials, oils, petroleum-derived compounds, pesticides polychlorinated biphenyls, or other toxic or hazardous substances, pollutants or contaminants.

12.3 Environmental Hazards Prohibition. The Lessor shall not place, deposit, store, treat, dispose of, manage, generate, manufacture, produce, release, emit or discharge Hazardous Material, or permit any other person to do the same, on, in, under or near the Demised Premises or the Property, without prior written consent of the Lessee.

12.4 Environmental Hazards Warranty. The Lessor hereby represents and warrants that: (i) Lessor has not placed, held, stored, or disposed of any Hazardous Material on, in, under or near the Demised Premises or the Property; (ii) to the best of its knowledge, Lessor's past or present tenants have not placed, held, stored, or disposed of any Hazardous Material on, in, under or near the Demised Premises or the Property; (iii) to the best of its knowledge, no Hazardous Material of any kind, or storage tanks, have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, in, under or near the Demised Premises or the Property; (iv) no governmental or private suite, action or proceeding to allege, enforce or impose liability under or pursuant to any Environmental Laws have been instituted or threatened concerning the Demised Premises or the Property; and (v) no lien has been created under any applicable Environmental Laws.

12.5 Notice of Environmental Hazards. The Lessor agrees to: (i) give notice to the Lessee immediately upon acquiring knowledge of the presence of any Hazardous Materials on, in, under or near the Demised Premises or the Property, including a full description thereof; (ii) promptly comply with all Environmental Laws and perform all investigations, removal, remedial actions, cleanup and abatement, corrective action, or other remediation that may be required pursuant to any Environmental Laws requiring the removal, treatment or disposal of such Hazardous Materials; (iii) provide Lessee with satisfactory evidence of such compliance within a reasonable period of time with or without a demand by Lessee; and (iv) provide the Lessee with financial assurance evidencing to Lessee's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials and discharging any encumbrance with may be established on the Demised Premises or the Property as a result thereof.

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12.6 Indemnity. Lessor shall indemnify, defend (if requested by Lessee), and hold the Lessee harmless from and against any and all liabilities, losses, damages, injuries, costs, expenses, claims of any kind, including without limitation, the reasonable fees and disbursements of attorneys and engineering consultants arising from the breach of any Environmental Laws prior to or subsequent to the execution of this Lease by Lessor, its officers, directors, agents, employees, tenants, or their successors or assigns ("Environmental Claims"). Lessor, for itself, its former and future officers, directors, agents and employees, and for each of their respective heirs, personal representatives, successors and assigns, hereby and forever releases and discharges the Lessee and all of Lessee's employees, agents, representative, successors and assigns, of and from any and all rights, claims, liabilities, causes of action, obligations, and all other debts and demands whatsoever, at law or in equity, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, in connection with any Environmental Claims.

12.7 Survival. The provisions of this Lease General Condition Section 12 shall survive the early termination or expiration of this Lease and shall continue to be the obligation, liability and indemnification of the Lessor forever.

Performance and Lease Inquiries.

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

13.2 Inquiries about Lease. For inquiries concerning interpretation or modification of the Lease and inspection of the Demised Premises, Lessor shall contact the Chief of the Lease Management and Procurement Unit, Office of Real Estate Department of General Services.

Right of First Offer.

14 Right of First Offer. During the term of the Lease, Lessor hereby agrees to give Lessee a right of first offer to lease any other vacant space in the building immediately before Lessor leases any vacant space in the building to any other person, Lessee shall have fifteen (15) business days to respond to offers made pursuant to this right with an affirmative or negative response that is subject to the preparation of the Supplemental Lease Agreement and formal Board of Public Works ratification within 75 days after said response.

Time is of the Essence.

15 Time is of the Essence. Time is of the essence and occupancy on the date specified in the Lease is the essence of this Agreement to the Lessee. If, due to its own fault or negligence, Lessor does not have the Demised Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay damages to Lessee in an amount equal to the Rent for the Demised Premises during the period that the Demised Premises are unavailable to the Lessee, and in addition the Rent due from Lessee and any other obligations to be performed by Lessee shall be abated until occupancy.

Termination.

16.1 Termination and Extension. This Lease and the tenancy hereby created shall cease and terminate at the end of the Original Term or any Renewal Term or other extension, 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 extend the term of the Lease for a period not to exceed six (6) months. In the event of such extension by the Lessee, the Lessee shall be and remain liable to the Lessor for Rent for the Demised Premises for the time the same are actually occupied by the

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Lessee, said Rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extended term; but nothing herein shall confer upon the Lessee any right to remain on the Demised Premises beyond six (6) months after termination of the Original Term or the immediately preceding Renewal Term, except with the consent of the Lessor.

16.2 Termination for Failure to Deliver Demised Premises. In the event the Demised Premises are not completed at or prior to the specified date for completion, then the Lessee may, at its sole discretion, at any time prior to completion of the Demised Premises, terminate this Lease by giving written notice to the Lessor. In the event Lessee elects not to terminate this Lease pursuant to the previous sentence, then the provisions of Section 15, "Time is of the Essence," shall become operative from the date the Demised Premises should have been delivered to the date the Demised Premises are occupied or to the date the Lessee elects to terminate the Lease prior to occupancy.

16.3 Termination for Default. If the Lessor fails to fulfill its obligations under the 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 21.07.01.11; SF 13-218 (a) (1)]

16.4 Cure Period. 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 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required if the cure requires in excess of 10 business 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 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. Written notice to cure may be done by electronic mail.

16.5 Termination for Convenience. This Lease may be terminated by the Lessee in accordance with this clause, in whole, or from time to time in part, whenever the Lessee shall determine that such termination is in the best interest of the Lessee. The Lessee will pay all reasonable costs associated with this Lease that the Lessor has incurred up to the date of termination and all reasonable costs associated with termination of the Lease (Termination Costs). However, the Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. [COMAR 21.07.01.12; SF 13-218 (a) (2)]

16.6 Rights and Remedies. 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.

Other.

17.1 Non-Hiring of Officials and Employees. 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 the 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. [COMAR 21.07.01.05]

17.2 Governing Law. The provisions of the 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

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shall have jurisdiction to decide any question arising hereunder.

17.3 Nondiscrimination in Employment. 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 disability of a qualified individual with a disability; (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; SF 13-219]

17.4 Contingent Fee Prohibition. 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 the Lease. [COMAR 21.07.01.09]

17.5 Efficiency Standards. In further cooperation with the Executive Order 01.01.2001.06, the Lessor acknowledges, that to the benefit of both the Lessor and Lessee, the Lessor shall endeavor to maintain current IBC 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.

17.6 Pre-existing Regulations. 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 the Lease are applicable to the Lease. [COMAR 21.07.01.17; SF 13-218 (c); SF 11-206]

17.7 Financial Disclosure. 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 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]

17.8 Political Contribution Disclosure. 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 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31. [COMAR 21.07.01.20; SF 13-218 (7); SF 17-402]

17.9 Compliance with State Recycling Plan. The Lessor understands that the Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of

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Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and property recycle recyclable materials. Lessor warrants that is has sufficient recyclable materials collection and /or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

17.10 Retention of Records. 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 for such time period specified under any applicable statute of limitations, whichever is longer, and shall make said records available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

17.11 Representations and Warranties. 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.

17.12 Addendum. The Lessor agrees to fully complete, execute and/or comply with the affidavits and addenda that are attached to the Lease and fully incorporated as a part of the Lease by reference thereto.

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17.13 Complete Writing. The 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.

17.14 Lease Amendments. The Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

17.15 Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises during the Term and any extension herein of the 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.

17.16 Attornment. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Land or the Property of which the Demised Premises are a part, or if Lessor sells, assigns or conveys all or a portion of the Property, Lessee may consider but shall not be obligated to attorn to the purchaser. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests.

17.17 Subordination. Upon the request of the Lessor, the Lessee may consider but shall not be obligated 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 Land, Building, or Property at the time of the request of which the Demised Premises are a part. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests.

17.18 Estoppel Certificates. 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 Exhibit "D " representing, among other matters, 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) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such a statement, 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, 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 thereof.

17.19 Commercial Non-Discrimination. As a condition of entering into the Lease, 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, 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. Lessor 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 Lease and may result in termination of this Lease, 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 21.07.01.26 (A)]. As a condition of entering into this Lease, 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 Lease shall include a clause identical to COMAR Section above.

17.20 Cooperation. As a condition of entering into the Lease, upon the request of the Commission on Civil Rights, 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 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 Lessor 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 Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. The Lessor understands and agrees that violation of this clause shall be considered a material breach of the Lease and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

17.21 Interpretation. 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. The 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.

17.22 Nonsmoking. Smoking is not permitted in State leased facilities. The Lessor shall reasonably provide a smoking area no closer than 25 feet away from any entrance or exit.

17.23 Waiver. The waiver at any time by the Lessor or the Lessee of any particular covenant or condition of the Lease shall 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 whatsoever.

END OF LEASE GENERAL CONDITIONS