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|--------------------------------|--------------------------|
| ORE File No:                   | <b>STATE OF MARYLAND</b> |
| Type of Lease: <Lease Type>    | <b>STANDARD LEASE</b>    |
| Specifications Date: July 2013 | <b>FORM DGS-680-3</b>    |
| Leasing Agent: <Agent>         |                          |
|                                | (Revised 04/02/2018)     |

THIS AGREEMENT (“**Lease**”), fully executed by the parties this \_\_\_\_\_ day of Two Thousand \_\_\_\_\_ (“**20** \_\_\_\_\_”) (“**Effective Date**”), is between \_\_\_\_\_ (hereinafter called the “**Lessor**”), and the State of Maryland, (hereinafter called the “**Lessee**”) to the use of the \_\_\_\_\_.

WHEREAS, the Lessor owns a \_\_\_\_\_ story <Type> building (the “**Building**”) on a \_\_\_\_\_ acre parcel of land known as \_\_\_\_\_ in \_\_\_\_\_ 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 known and described as \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_ year(s) and \_\_\_\_\_ month(s), and subject to Section 7 of the Standard State of Maryland Lease General Terms and Conditions, attached hereto as Addendum A, shall commence on \_\_\_\_\_, hereinafter the “**Commencement Date**”.

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** Additional Description of Property
- Exhibit A-2** Existing Floor Plan
- Exhibit A-3** Site Plan of Property and Parking Plan
- Exhibit A-4** Approved Space Plan (to be attached)
- Exhibit B** Lessor’s Construction Budget (to be attached)
- Exhibit C** Broker Documents
- Exhibit D** Estoppel Sample
- Exhibit E** HVAC/Mechanical Equipment and Maintenance Standards
- 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:              |     | Department / Agency: |     |
| Address:           |     | Address:             |     |
| E-mail:            | @ . | E-mail:              | @ . |
| FIN:               |     |                      |     |
| On Site Contact:   |     | On Site Contact:     |     |
| Phone:             | - - | Phone:               | - - |
| E-mail:            | @ . | E-mail:              | @ . |
| Emergency Contact: |     | Emergency Contact:   |     |
| Emergency Phone:   | - - | Emergency Phone:     | - - |
| E-mail:            | @ . | E-mail:              | @ . |

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

|                 |  |
|-----------------|--|
| Notice Address: | Notice Address:<br><br>With Copy to DGS Lease Management<br>300 W. Preston Street, Room 601<br>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:   |                  |
| County:  |                  |
| Recording Reference:   | Liber      Folio |
| Grantor:   |                  |
| Grantee:   |                  |
| 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 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:  |                  |
| Signatory Title:   |                  |

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

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                              |                 |                      |
| Location of Spaces                            |                 |                      |
| Rate per Space<br>(‘N/A’ if included in Rent) |                 |                      |
| Notes:  |                 |                      |

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
- Construction or Renovation of Demised Premises

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

1. \_\_\_\_\_ At Lessor’s expense, subject to reimbursement for Excess Fit Up Costs (as defined in Addendum A) pursuant to Section 6.6 of Addendum A
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: |
|--------------------------------|

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: |  |
|----------------|--|

|                         |  |
|-------------------------|--|
| Number of Renewal Terms |  |
| Length of Each Renewal  |  |

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: |
|--------|

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 |
|-------|------------------------|---------|--------|
|       |                        |         |        |
|       |                        |         |        |
|       |                        |         |        |

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 (eg. 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  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Heating Fuel   | Lessor      | Lessor      | Lessor  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Cleaning Services & Supplies (including, but not limited to Waste Collection and | Lessor      | Lessor      | Lessor  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

|                      |        |        |        |   |  |  |   |
|----------------------|--------|--------|--------|---|--|--|---|
| Recycling)           |        |        |        |   |  |  |   |
| Sewer and Water      | Lessor | Lessor | Lessor | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Snow and Ice Removal | Lessor | Lessor | Lessor | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Other:               | Lessor | Lessor | Lessor | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> 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 |
| Base Year Notes:  |           |
| Notes:  |           |
| Passed Through to Lessee: <input type="checkbox"/> Yes <input type="checkbox"/> No  |           |

Using Unit's Proportionate Share:

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

|  |                                    |                                   |
|--|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Semi-annually | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Annually |
|--|------------------------------------|-----------------------------------|

15. Other Terms and Conditions:

|  |
|--|
|  |
|--|

16. Modifications to **Addendum A**:

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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]

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

**ATTEST:**

**LESSOR:**

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

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

**ATTEST:**

**LESSEE:**  
STATE OF MARYLAND, to the use of

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

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

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