

ADDENDUM A

STANDARD STATE OF MARYLAND LEASE GENERAL CONDITIONS (FORM DGS-680-3a) (Revised 01/25/2018)

Section 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 State of Maryland, Department of General Services, 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 Plans mean those Plans which, pursuant to Section 6 below, have been jointly approved by Lessor and Lessee and signed by the using Unit(s) and State of Maryland, Department of General Services, 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 Expenses and Real Estate Taxes, as applicable.

BPW means the Maryland State Board of Public Works.

Broker means the brokerage firm retained, if any, by State of Maryland, Department of General Services, Office of Real Estate.

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

Delivery Date is the date on which the Demised Premises are delivered to Lessee for use and occupancy by Lessee with the Tenant Improvements having been completed and accepted by ORE.

DGS means State of Maryland, Department of General Services.

Excess Fit Up Costs shall have the meaning ascribed to it in Section 6.6 of this Addendum A.

Lease, unless otherwise provided in the Form DGS 680-3, means all the provisions set forth in the fully executed Form DGS 680-3, together with all

addenda, exhibits and riders that are attached thereto or incorporated therein by reference including, without limitation, this Addendum A Form DGS 680-3a.

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.

Lease Standards shall mean the State of Maryland Office of Real Estate Department of General Services General Performance Standards and Specifications for Leased Facilities that is in effect on the date of execution of this Lease.

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.

Operating Expenses shall mean those expenses incurred by Landlord in the operation of the property upon which the Demised Premises is located which are specifically designated in Section 12 of the Lease, Form DGS 680-3, as "Operating Expense".

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.

Plans means all plans for the design and construction of the Tenant Improvements (hereinafter defined), including but not limited to space plans, test fits, construction drawings, MEPs, specifications and, if applicable, final as-built drawings. The Plans shall be submitted to the Lessee and ORE for approval pursuant to Section 6 below. The Plans shall conform to the site and building conditions and to the Lease Standards and all required applicable laws, statutes, ordinances, Executive Orders, and codes (including without limitation building, health, and fire codes) of all applicable governmental authorities.

Real Estate Taxes means all real estate taxes and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are assessed against the Building and/or the Land. Real Estate Taxes shall not include any inheritance, estate, gift, franchise, corporation, net income or net profits tax assessed against the Lessor from the operation of the Building.

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.

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, excepting minor punch list items which the Lessor, Lessee and ORE have agreed in writing to defer to a time subsequent to the issuance of a use and occupancy permit.

Supplemental Lease means an amendment to the Lease that is 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 governmental authority, i.e. July 1 through June 30 of said year.

Tenant Improvements means those improvements and enhancements to the Demised Premises agreed upon by the Lessor, Lessee and ORE, as more fully described in Section 8 of the Lease, Form DGS 680-3, and in the Approved Plans. The Tenant Improvements shall be completed by the Lessor pursuant to Section 6 below prior to the Commencement Date and before Lessee(s) occupancy of the Demised Premises may begin.

Termination Costs means the unamortized balance (calculated on a straight-line basis over the Term of the Lease including any Renewal Terms) of the following non-recurring costs incurred by the Lessor in connection with this Lease as of the date of termination of the Lease but not amortized in the price of the Lease: (a) any brokerage commissions paid by the Lessor to the State's Broker, and b) any third-party construction costs incurred in connection with construction of the Tenant Improvements from pre-Lease condition to the condition specified in the Approved Plans, the Lease Standards, and any Request for Proposal specifications in accordance with costs delineated in Approved Construction Budget, less any Excess Fit Up Costs and/or other construction costs paid for in cash by the Lessee, 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.

"Turn Key" means the Lessor's undertaking to deliver occupancy of the Demised Premises to the Lessee with all Tenant Improvements completed at the Lessor's sole cost and expense, without reimbursement to the Lessor or credit to Lessee, as the case may be, pursuant to Section 6.6 of this Addendum below, subject, however to approved Change Orders, if any, and any additional terms set forth in Section 8 of the Lease, Form DGS 680-3, of which this Addendum is made a part thereof.

Section 2. **Payment of Base Rent.**

2.1 Rent Invoices. Lessee will not automatically pay the Base 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 Base Rent or other expenses submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in Section 4 of this Lease unless otherwise specifically provided for herein.

2.5 Required Information. All invoices shall be made out to the Unit in such form as is acceptable to the Lessee 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]

2.7 Interest on Late Payments. Except for Base 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 the State is permitted to do business with assignee, (b) Lessor shall provide copies of the deed or other instrument(s) transferring the Property and the assignment agreement to the ORE within 10 days of said transfer and/or assignment, and (c) the assignee of the Lease shall enter into a Supplemental Lease, 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 represents that the annual Base Rent does not exceed fifteen per cent (15%) of the fair market value of the Demised Premises at the date of the Lease in compliance with State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland.

Section 3. Operating Expenses.

3.1 Operating Expense Calculations. Commencing with the second Lease Year as set out in this Lease, and continuing during each succeeding Lease Year of this Lease, as to those Operating Expenses which, pursuant to Section 12 of the Lease, Form DGS 680-3, are to be passed through to Lessee, (a) the Lessee shall pay as an additional expense, and not as additional rent, the Lessee's Proportionate Share of the amount by which those specified Operating Expenses incurred during each calendar year falling entirely or partly within the Term exceed a base amount equal to the total of such Operating Expenses incurred during the Base Year, or (b) the Lessee shall receive as a credit against the Lessee's next payment of Base Rent hereunder its Proportionate Share of the amount by which those specified Operating Expenses incurred during each calendar year falling entirely or partly within the Term are less than a base amount equal to the total of such Operating Expenses incurred during the Base Year. Operating Expenses for each Lease Year shall be those actually incurred, provided, however, that if the Building was not at least 95% occupied during the entire Lease Year including, without limitation, the Base Year, the variable portion of the Operating Expenses shall be adjusted to project the Operating Expenses as if the Building were 95% occupied.

3.2 Modification of Base Year for Warranty Items. With respect to any item of Operating Expense which is covered under a guarantee or warranty, the Base Year set out in this Lease for such item of Operating Expense shall be modified to be the first full Lease Year following expiration of the item's guarantee or warranty.

3.3 Real Estate Tax Invoicing. (a) Amounts due by the Lessee for Real Estate Taxes shall be invoiced annually throughout the Term during the annual invoicing period in accordance with this Section 3.3. Commencing with the second Lease Year as set out in this Lease, and continuing during each succeeding Lease Year of this Lease, (i) the Lessee shall pay as an additional expense, and not as additional rent, the Lessee's Proportionate Share of the amount by which those specified Real Estate Taxes incurred during each calendar year falling

entirely or partly within the Term exceed a base amount equal to the total of such Real Estate Taxes incurred during the Base Year, or (ii) the Lessee shall receive as a credit against the Lessee's next payment of Base Rent hereunder its Proportionate Share of the amount by which those Real Estate Taxes incurred during each calendar year falling entirely or partly within the Term are less than a base amount equal to the total of such Real Estate Taxes incurred during the Base Year.

(b) 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.

(c) If, after Lessee shall have made the required payment of Real Estate Taxes hereunder, the Lessor shall receive a refund of any portion thereof, then, the Lessor shall, within thirty (30) days after the Lessor's receipt of such refund, pay to Lessee a sum equal to Lessee's Proportionate Share of such refund.

3.4 Operating Expense Invoicing. The invoicing period for all Operating Expenses shall be within 90 days after the end of each applicable Lease Year; for example if the Lease Year ends on March 31st, the invoicing period for such Lease Year shall end on June 30th of such calendar year.

3.5 Lease Termination Invoicing. Upon Lease termination all invoices, including invoices for Real Estate Taxes and Operating Expenses, shall be adjusted to the date of Lease termination and shall be submitted to Lessee, together with a reconciliation detailing such adjustments, 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. Any amounts payable to Lessee shall be paid by Lessor to Lessee immediately.

3.6 Method for Invoicing. Invoices for Real Estate Taxes and Operating Expenses shall be sent to the using Unit. **Lessor also shall send a copy of such invoices 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 2.5 of this Addendum, such invoices shall include, as supporting documentation, certified true copies of (a) the relevant Real Estate Tax Bills and (b) of invoices (for the Base Year and escalation year) for the Operating Expenses for which payment is requested. For costs where such invoices are confidential, (eg. salaries paid to Lessor's employees) the Lessor must certify and warrant that such payments for such costs were actually paid. ORE shall have the right to audit by consistently applied methods acceptable to the Lessor and Lessee, 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), consistently applied, 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 Expenses or Real Estate Taxes.

Section 4. 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. An assignment or transfer of this Lease from one Unit or agency of the Maryland State Government to another shall not be deemed an assignment for purposes of this Section.

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.

Section 5. Condition Upon Termination.

5 Condition Upon Termination. Lessee will, at the expiration or earlier termination of the Term, surrender possession of the Demised Premises in the same condition as it was delivered to the Lessee in at the beginning of the Term, with the exception of reasonable wear and tear and such other damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents, invitees or licensees.

Section 6. 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, Lessee's Tenant Improvements in accordance with the Approved Plans and the Lease Standards. For purposes of illustration and not of limitation within this Section 6, the terms "develop and design" shall be interpreted to mean all phases of design, including, but not limited to, initial test fits, space plans, construction drawings, specifications and final as-built drawings, if requested by the Lessee or as otherwise required under the Lease Standards. The term "construction" shall mean all phases of construction up to and including the issuance of a final use and occupancy permit and completion of punch lists.

6.2 Preparation of Plans. Promptly after the BPW approves this Lease, and in accordance with the Lease Standards, Lessor shall at its expense prepare and submit to Lessee for review and approval all proposed Plans in connection with the construction of the Tenant Improvements. It is contemplated that the order of delivery and approval of the proposed Plans shall be as follows: (a) first, Lessor shall submit to Lessee, for review and approval pursuant to Section 6.5 below, an initial test fit (to the extent not submitted and approved prior to execution of the Lease), (b) second, Lessor shall submit to Lessee, for review and approval pursuant to Section 6.5 below, a space plan and (c) third, following approval of the space plan by Lessee, Lessor shall submit to Lessee, for review and approval pursuant to Section 6.5 below, construction drawings (including MEPs) for the Tenant Improvements. The Plans shall conform

to the site and building conditions, the Lease Standards 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. 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 the Lease Standards and 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 Disabilities Act of 1990 (ADA); and the Maryland Building Code for the Handicapped (MBCH).

6.5 Review and Approval of Plans. The submittal by the Lessor of all Plans, permits, supporting materials, and other necessary documentation to ORE and ORE's review, comment and approval thereof, shall be in accordance with the requirements, procedures, terms and provisions set forth in the Lease Standards. Following approval thereof in accordance with the Lease Standards, the Approved Plans and the Approved Construction Budget, shall be attached hereto and marked Exhibit A-4 and B, respectively, and shall be deemed a material part of this Lease. The Approved Plans, Approved Construction Budget and such modifications thereof as may be approved by Lessee, ORE and the Lessor, together shall constitute the Lessor's work for all purposes hereof (the "Lessor's Work"). In order to facilitate any Lessee approval, Lessor shall submit all Plans, permits, supporting materials, and other necessary documentation to ORE 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 in accordance with the requirements, procedures, terms and provisions set forth in the Lease Standards. All reviews and comments shall be provided by ORE to the Lessor in accordance with the requirements, procedures, terms and provisions set forth in the Lease Standards; provided that approval may be withheld at the sole discretion of the ORE. No construction, improvements or renovation may begin without the written review, comment, and approval of ORE. No modification or alteration to the Lessor's Work including, without limitation, the Approved Plans and the Approved Construction Budget (each, a "Change Order"), may be made without written approval of ORE by way of a change order or other documentation approved beforehand by ORE, which approval may be granted or withheld by ORE in its sole discretion. ORE shall perform all review of Change Orders within 10 business days of receipt of same from the Lessor. ORE shall designate, and may re-designate, one individual or body of reviewers who shall be responsible for and authorized to act on behalf of ORE throughout the period of time in which the development, design, construction, and final completion processes are in effect.

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 set forth in the Lease Standards ("Excess Fit Up"), and the Lessee shall be entitled to a credit for those fit up items which are less than requirements of the Lease Standards. Excess Fit Up costs include the cost of 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 ORE approved overhead and profit for said excess construction items (collectively, the "Excess Fit Up Costs"). Invoices for Excess Fit Up Costs due under this clause shall be issued in the name of Lessee but shall be sent by the Lessor to ORE for review before payment. In addition to the information required in Section 2.5, such invoices shall include an itemized listing of how the total was determined and supporting copies of bills for materials and labor as appropriate. The State's standard fit up items are:

- a. 1 linear foot of finished partitioning per 10 square feet of leased space (Sound transmission class of 35).
- b. sound conditioned partitioning (Sound transmission class of 50) for 10% of required partitions.
- 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 (120 Volt/20 Amp) per 200 square feet of leased space.
- f. 1 dedicated duplex electric outlet (120 Volt/20 Amp) per 1,000 square feet of leased space
- g. 1 telephone/data outlet, ring and string per 100 square feet of leased space.
- h. 1 double duplex (quad) electric outlet (120 Volt/20 Amp) per office.
- i. 1 dedicated double duplex (quad) electric outlet (120 Volt/20 Amp) per phone/server rack.
- j. 1 208 Volt/30 Amp electric outlet on each floor of leased area.
- k. 1 J Box/wall outlet per 3 cubicles
- l. Carpet for 75% of leased space
- m. VCT for 25% of leased space.
- n. Dedicated 24/7 1 ton auxiliary cooling for the server room.
- o. 3/4" fire-rated plywood on three (3) walls of the tel/data closets from 18" above floor finish to a height of 6'.

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 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, at Lessor's expense, 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 (whether as Excess Fit Up Costs or otherwise) 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 with endorsements or riders as may be required by Lessee and ORE, 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 ORE, 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 the Approved Plans, Approved Construction Budget, the Lease Standards and 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 Date of Occupancy. In the case of Tenant Improvements to be constructed after the Date of Occupancy and/or the Commencement Date of the Original Term or any Renewal Term of the Lease, Lessor shall not demolish or destroy any existing Tenant Improvements upon the Demised Premises without the prior written consent of Lessee and ORE, which consent may be granted or withheld in their respective sole discretion.

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 following the 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 following the Commencement Date. Carpet replacements under warranty conditions do not preclude the enforcement of this clause. Paint and carpet specifications are located in the Lease Standards.

6.14 Construction Progress and Coordination. On a routine basis during the planning and construction of the Tenant Improvements, Lessor shall meet with ORE so that Lessor may review with ORE the progress of plans and construction, so that Lessor and ORE 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.

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 Property including, without limitation, the Building and the Demised Premises, which has been 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. Lessee'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, at its expense, 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 financial obligations and any liabilities in connection with any public hearings conducted in connection with the issuance of any permit, license or other governmental approval.

Section 7. Commencement and Occupancy.

7.1 Rent Abatement. Subject to Section 7.2 below, the Tenant Improvements required under this Lease shall be completed before Lessee's occupancy shall begin. In the event the Demised Premises (including, without limitation, the Tenant Improvements) are not completed and inspected and accepted by ORE at least 10 business days before the Commencement Date specified within this Lease, the Base Rent provided for herein and Lessee's obligations pursuant to this Lease including, without limitation, obligations with respect

to the payment of Operating Expenses and Real Estate Taxes, shall abate until the Demised Premises are fully occupied by the Lessee or until 10 business days after inspection and acceptance by ORE, whichever event shall first occur. In order to allow ORE 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 (with a copy to ORE) that the Demised Premises have been completed and all required use or occupancy permits have been obtained. Lessee and ORE 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 Tenant Improvements, occupy any portion of the Demised Premises mutually agreed upon by Lessor and Lessee. Base Rent payable during such partial occupancy and any other obligations with respect to the payment of Operating Expenses and Real Estate Taxes shall be paid proportionately to the area occupied by the Lessee and the Base Rent, Operating Expenses and Real Estate Taxes payable by Lessee shall be adjusted to the actual term of such partial occupancy.

7.3 Occupancy. Occupancy shall be deemed to commence on the Date of Occupancy when the Lessee begins operating from the Demised Premises. Storage of furniture or equipment in the Demised Premises prior to Lessee commencing operations from the Demised Premises shall not constitute "constructive occupancy" or acceptance of the space by the Lessee, unless otherwise stated in writing by Lessee and ORE to Lessor.

7.4 Supplemental Commencement Date. Regardless of the date specified as the Commencement Date in Section 2 of the Lease, Form DGS 680-3, the Original 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 Base 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 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, executed by the Lessor and Lessee.

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 ORE. 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 of ORE. 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.

Section 8. **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 at its sole cost and expense, 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. The Lessor shall be responsible for the maintenance and repair the Building and the Demised Premises in accordance with the Lease Standards. All repairs to the Building and 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 ORE 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, the Property and the Demised Premises as herein provided, the Lessee is herewith empowered and authorized, but not obligated, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance. The Lessee then may charge the Lessor for the making of such repairs or performing said maintenance and further may deduct 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, Operating Expenses and Real Estate Taxes until such time as Lessor completes said repairs or maintenance in a manner satisfactory to ORE.

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 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 ORE. In the event Lessor fails to conduct regular maintenance inspections as required hereunder, Lessee, at the election of ORE, shall have the right to withhold (abate) payment of Rent, Operating Expenses and Real Estate Taxes until such time as Lessor cures such breach.

8.7 Actionable Mold. The term "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 ORE may direct, including but not limited to: a flood, water damage not caused by the Lessee or improper repairs giving rise to Actionable Mold 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, approved beforehand by ORE ("the Inspector") 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 ORE 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 ORE, 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 hereinafter defined in this Lease, as determined by ORE, in accordance with the Casualty provisions contained in this Lease. In addition to the terms of the Casualty provisions of this Lease, should the Demised Premises, or a portion thereof, be determined by ORE 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 and/or Indicators are present in the Demised Premises and/or appurtenant areas, 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 acceptable to the ORE to prepare and submit to ORE and Lessor a remediation plan (the "Remediation Plan") and within thirty (30) calendar days after the ORE's approval of the Remediation Plan, remediate the Actionable Mold and/or the Indicators in the Demised Premises and/or appurtenant areas, as the case may be. Prior to commencing such remediation, Lessor shall send ORE 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 Demised Premises or appurtenant area shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Remediation 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 Lessee's employees as well as all other occupants of and visitors to the Demised Premises of the nature, location and schedule for the planned remediation and reasons therefore. For the prevention of mold any building materials impacted by water or condensate must be removed and replaced by the Lessor. For purposes of definition, the term "appurtenant areas" means such areas of the property or building in which the Demised Premises is located which are common areas or are otherwise shared with other tenants or the Lessor for access to or use of the Demised Premises, or are areas immediately adjacent to the Demised Premises which due to their proximity pose an adverse effect upon business operations of Lessee on account of the presence of Actionable Mold.

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 Lessee and ORE shall have a reasonable opportunity to inspect the Demised Premises and appurtenant areas after conclusion of any remediation. If the results of the Lessee's and ORE's inspection indicate that the remediation does not comply with the Remediation Plan or any other applicable federal, state, or local 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 Lessee or ORE at Lessee's direction 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 at law or in equity.

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 Lease Standards. If Lessor has knowledge or is notified that other lessees in or on the property or building where the Demises Premises is located 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.

Section 9. Alterations by Lessee.

9.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements to the Demised Premises 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 right to install within the Demised Premises, without Lessor's consent, all signs, furniture, fixtures, equipment and/or machinery determined by Lessee to be necessary or appropriate in the conduct of its business and remove, at any time prior to or upon the expiration or earlier termination of this Lease, all such signs, furniture, fixtures, equipment and/or machinery installed by Lessee (provided that Lessee shall repair any and all damage to the Demised Premises caused by such removal) and these same shall remain the property of the said Lessee.

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 including, without limitation, on the exterior of the building of which the Demised Premises are a part, at locations and of such size as the Lessor may approve, such approval not to be unreasonably withheld, conditioned or delayed; provided that all such exterior signage shall be installed in accordance with all applicable laws and regulations regarding exterior signage.

9.3 Lines and Wiring. Lessee may install lines, cables or special wiring for telephones, data, telecommunication and other electronic or communications equipment as Lessee deems appropriate for 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. In connection with Lessee's installation of any wiring or other electric or communication equipment as aforesaid, upon Lessee's request the Lessor will remove, at the Lessor's sole cost and expense, any existing wiring or other electric or communication equipment designated by Lessee. Lessee, at its 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 of applicable building, fire, health, use and occupancy laws or regulations (each a "Violation") which directly result from 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 issued in connection with such Violation. 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 the placement thereof, if the original placement thereof is cited as a Violation; provided that the

Lessor shall have the right to approve the new location for such furniture or equipment, such approval not to be unreasonably withheld, conditioned or delayed.

Section 10. 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 repair and/or restore the Demised Premises, as applicable, 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. If the Lessor is delayed or prevented from completing any such repair and/or restoration within such 90 day period due to an event or circumstance beyond the Lessor's reasonable control, then the time for completion of any such repair and/or restoration shall be extended for a period equal to the period of such delay, interruption or prevention, not to exceed 60 days, unless a longer extension is agreed to by the parties in writing. If such repair and/or restoration is not accomplished within the 90 day period (as may have been extended pursuant to the terms of the immediately preceding sentence), Lessee may terminate this Lease by giving notice to Lessor at any time prior to completion of such repair and/or restoration. 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 (based on the portion of the usable area of the Demised Premises which is usable after the date of such 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 a Casualty, the Base Rent and any other obligations of the Lessee (including the obligation to make payments of Operating Expenses and Real Estate Taxes) shall be abated in proportion to the usable area of the Demised Premises that are rendered substantially unfit for occupancy by such Casualty, provided that, if, in Lessee's sole judgment, such Casualty renders all of the usable area of the Demised Premises materially unsuitable for use by Lessee for the uses contemplated by this Lease, the Base Rent and all other obligations of the Lessee (including the obligation to make payments of Operating Expenses and Real Estate Taxes) shall be abated entirely during the period commencing on the date of such Casualty and continuing until the repair and/or restoration of the Demised Premises is complete and has been accepted by ORE.

10.3 Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party, in its sole but reasonable judgment, that the Building is so damaged by Casualty that the Demised Premises and/or the Building (whether or not the Demised Premises are damaged) are rendered totally or partially inaccessible or substantially unfit for occupancy and the Lessor will be unable to repair and restore the Demised Premises and/or the Building (as the case may be) to substantially the same condition as existed immediately before such Casualty 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 Base Rent shall be adjusted as of the date of 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.

Section 11. 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 and in accordance with the requirements of the Lease Standards. It is hereby understood and agreed that the Lessor shall continuously maintain and repair the heating and air conditioning systems pursuant to 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 assure consistent, comfortable temperatures in all of the usable areas of the Demised Premises in accordance with the Lease Standards, Lessor shall, at its own expense, replace or modify the heating and air conditioning systems 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 except to the extent such failure is due to the negligence of Lessor, its agents, contractors and/or employees or for any other reason within Landlord's reasonable control. In the event of any such cessation of utilities or services due to negligence on the Lessor's part or for any other reason within Landlord's reasonable control which continues for a period in excess of three (3) consecutive business days, then without limiting any other rights or remedies Lessee may have hereunder, Lessee's obligation to pay Base Rent, Operating Expenses and Real Estate Taxes hereunder shall abate until such utilities or services are restored.

11.4 Payment for Overtime Usage of Electricity. Payment for overtime usage of electricity, if applicable, shall be required only if Lessee consistently and continuously occupies and utilizes the Demised Premises or a portion of the Demised Premises during periods before or after the standard operational hours for a minimum of a 30 consecutive day period. As used herein "standard operational hours" shall mean the hours during which services are required to be provided to the Demised Premises as set forth in the Lease Standards. If Lessor reasonably determines that Lessee's use and occupancy of the Demised Premises has resulted in overtime electricity usage charges for which Lessee is responsible pursuant to the terms of this Section 11.4, the Lessor must so notify ORE in advance and in writing, together with evidence in support

of such determination acceptable to Lessee and ORE. 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.

Section 12. 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 Environment Article, 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, which consent may be granted or withheld in Lessee’s sole and absolute discretion.

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, no past or present tenants of space within the Building or the Property have 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 suit, 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 surrounding 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 which may be established on the Demised Premises or the Property as a result thereof.

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, contractors, tenants, or their respective 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 Addendum 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.

Section 13. 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.

Section 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 which becomes available for lease after the Effective Date (such vacant space or applicable portion thereof being referred to herein as the "**First Offer Space**"), at such time as such First Offer Space becomes available for lease and prior to such First Offer Space being leased to any other person. Lessee

shall have 15 business days to respond to notices of offers pursuant to this right with an affirmative or negative response; provided that Lessee's exercise of the right of first offer and acceptance of the terms thereof, shall be subject to preparation of a Supplemental Lease setting forth the terms thereof and formal ratification by the Board of Public Works within seventy-five (75) days following delivery to Lessor of notice of Lessee's intention to exercise of the right of first offer and acceptance of the terms thereof.

Section 15. 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 Lease to the Lessee. If, due to its own fault or negligence, Lessor does not deliver the Demised Premises to Lessee, for use and occupancy by Lessee and with the Tenant Improvements completed, on or before the Commencement Date specified in Section 2 of the Lease, Form DGS 680-3, then in the event Lessee does not terminate the Lease in accordance with the terms and provisions of Section 16.2 below, Lessor agrees to pay as liquidated damages to Lessee an amount equal to the Base Rent for the Demised Premises during the period commencing on such stated Commencement Date and continuing through the Delivery Date, and in addition the Base Rent, Operating Expenses and Real Estate Taxes due from Lessee and any other obligations to be performed by Lessee shall be abated until the Delivery Date.

Section 16. Termination.

16.1 Termination and Extension. This Lease and the tenancy hereby created shall cease and terminate at the end of the Term without the necessity of any further notice from either the Lessor or the Lessee to terminate the same and the 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 Base 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 Base Rent for the Demised Premises for the time the same are actually occupied by the Lessee, said Base 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 Term, except with the consent of the Lessor.

16.2 Termination for Failure to Deliver Demised Premises. Without limiting the terms of Section 15 above, in the event the Demised Premises are not delivered to Lessee for occupancy with the Tenant Improvements completed on or prior to the Commencement Date specified in Section 2 of the Lease, Form DGS 680-3, then the Lessee may, at its sole discretion, at any time prior to the Delivery Date, terminate this Lease by giving written notice to the Lessor in which event, in addition to any other rights and remedies Lessee may have under the Lease, Lessee may pursue an action to recover damages arising as a result of such delay in delivery of the Demised Premises and termination of the Lease including, without limitation, actual

damages, moving and storage costs and consequential damages. 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 commencing on the Commencement Date specified in Section 2 of the Lease, Form DGS 680-3, and continuing until the earlier of (a) the Delivery Date or (b) the date the Lessee elects to terminate the Lease pursuant to this Section 16.2.

16.3 Termination by Lessee for Default by Lessor.

(a) The Lessee may, subject to the provisions of subparagraph (c) of this Subsection 16.3, by written notice of default to the Lessor, terminate the Lease in any one of the following circumstances: (i) If the Lessor fails to perform the Tenant Improvements within the time specified herein or any extension thereof; or (ii) If the Lessor fails to perform any of the other provisions of this Lease, or so fails to make progress as to endanger performance of this Lease in accordance with its terms (each, a "Lessor Default"), and in either of these two circumstances such failure continues beyond the applicable notice and cure period, if any, specified in Section 16.4 of this Addendum below.

(b) In the event the Lessee terminates this Lease as provided in subparagraph (a) above, the Lessee may pursue an action to recover damages arising as a result of such Lessor Default and termination of the Lease including, without limitation, actual damages, moving and storage costs and consequential damages.

(c) If, after notice of termination of this Lease under the provisions of this clause, it is determined for any reason that the Lessor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 16.5 (termination for convenience) .

(d) If this Lease is terminated as provided in subparagraph (a) of this Subsection 16.3, the Lessee, in addition to any other rights provided in this clause, may require the Lessor to transfer title and deliver to Lessee, in the manner, at the times, and to the extent, if any, directed by the Lessee, such of the Tenant Improvements, fixtures, equipment, furnishings and other personalty that remains the property of the Lessee under this Lease and the Lessor shall, upon direction of the Lessee, protect and preserve property in the possession of the Lessor in which the Lessee has an interest.

(e) The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

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, not to exceed thirty (30) days unless otherwise agreed to by the parties in writing, 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 reimburse Lessee for same, together with an administrative fee equal to fifteen percent (15%) of such sums, within 10 business days following written demand therefor. 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 Disputes. 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.

Section 17. Miscellaneous.

17.1 Non-Hiring of Officials and Employees. No official or employee of the State of Maryland, as defined under State Government Article Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of the Lease, shall during the pendency and Term of this Lease and while serving as an official or employee of the State become or be an employee of the Lessor. [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 shall have jurisdiction to decide any question arising hereunder. In the event that federal jurisdiction is asserted in an action arising from or in connection with this Lease in any manner, the complaint shall be filed in the U.S. District Court for the District of Maryland.

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, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying 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 this Lease are applicable to this 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 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. [COMAR 21.07.01.19]

17.8 Political Contribution Disclosure. The Lessor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract (including, without limitation, a lease) with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract (including, without limitation, a lease) with a governmental entity in the amount of \$200,000.00 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract (including, without limitation, a lease) by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when the contract was awarded; and (b) if the contribution is made after the execution of a contract (including, without limitation, a lease), then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to

cover the six (6) month period ending October 31 Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

[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 Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it 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. [COMAR 21.07.01.21; SF 15-110(c)]

17.11 Representations and Warranties. The Lessor hereby represents and warrants to the Lessee 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.

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 by both the Lessor and Lessee 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 Demised Premises and common areas of the Building during the Term of the Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection, interference or molestation by any person 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. Without limiting the foregoing, in no event shall Lessee attorn to the purchaser without Lessor having obtained from the purchaser an agreement in form and substance acceptable to Lessee, wherein such purchaser agrees not to disturb Lessee's possession, deprive Lessee of any rights or increase Lessee's obligations under this Lease (a "Nondisturbance Agreement"). The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests and any agreements or other instruments to be entered into in connection with any such attornment shall be subject to the Lessee's approval in its sole discretion.

17.17 Subordination. Upon the request of the Lessor, 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 at the time of such request or contemplated to be entered into at some later date, which encumbers or will encumber the Land, Building, or Property of which the Demised Premises are a part. Without limiting the foregoing, in no event shall Lessee subordinate to any such lien without Lessor having obtained from the lienholder a Nondisturbance Agreement in form and substance acceptable to Lessee. Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests and any agreements or other instruments to be entered into in connection with any such subordination shall be subject to the Lessee's approval in its sole discretion.

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 (or, at Landlord's request, to any existing or prospective purchaser, assignee or lender) 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 Base 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 the Lessor and any such other person or entity to whom the statement is delivered at the Lessor's request, as aforesaid. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date of such statement of which Lessee did not have actual knowledge on the date of execution thereof.

17.19 Commercial Non-Discrimination. As a condition of entering into this 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, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Lessor retaliate against any person for reporting instances of such discrimination. The 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 this 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 of the Annotated Code of Maryland, 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 is 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.

17.24 Defined Terms. Any capitalized term not defined herein shall have the meaning ascribed to it in the Lease.

17.25 Waiver of Jury Trial. **The Lessor and Lessee desire a prompt resolution of any litigation between them with respect to this Lease which may be filed in accordance with Section 16.6 above. To that end, the Lessor and Lessee waive trial by jury in any action, suit, proceeding and/or counterclaim brought by either against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of the Lessor and Lessee, Lessee's use or occupancy of the Demised Premises, any claim of injury or damage and/or any statutory remedy. This waiver is knowingly, intentionally and voluntarily made.**

17.26 Notices. No notice, approval, requested consent or required election to be given or made in accordance with the terms of this Lease shall be effective unless the same is in writing and either hand-delivered against receipted copy or mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by recognized overnight courier service (such as Federal Express) to the Lessor or Lessee at their addresses as set forth in Section 4 of the Lease, or to such other address of which either party shall notify the other pursuant to the provisions of this subsection (e). Notices shall be deemed given on the date the receipt is executed or delivery is refused or, if delivered by overnight courier service, one (1) business day after deposit with such delivery service.

17.27 Severability. No determination by any court, governmental body or otherwise that any term of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of this Lease, that term in any circumstance not controlled by such determination, or any other term of this Lease. Rather, each term of this Lease shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

17.28 Brokers. The Lessor hereby represents and warrants to Lessee that, in connection with the leasing of the Demised Premises to Lessee, except as otherwise expressly provided in the Lease, the Lessor has not dealt with any real estate broker, agent or finder, except the State's Broker, whose commission shall be paid by Lessor. Each party will indemnify the other from loss or damage caused by the inaccuracy of this representation

END OF LEASE GENERAL CONDITIONS