

Introduced 06.01.2026
Public Hearing 06.15.2026
Council Action 07.06.2026
Executive Action 07.09.2026
Effective Date 07.09.2026

County Council of Howard County, Maryland

2026 Legislative Session

Legislative Day No. 8

Bill No. 40-2026

Introduced by: The Chairperson at the request of the County Executive

Short Title: Lease Agreement – 38,285 rentable square feet – 7138 Columbia Gateway Drive

Title: AN ACT pursuant to Section 612 of the Howard County Charter, approving a Lease Agreement between Howard County, Maryland and Gateway Crossing 95, LLC a Maryland limited liability company for the lease of approximately 38,285 rentable square feet of space located at 7138 Columbia Gateway Drive, Columbia, Maryland; and authorizing the County Executive to take certain actions in connection with the Agreement.

Introduced and read first time June 1, 2026. Ordered posted and hearing scheduled.
By order Michelle Harrod
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on June 15, 2026.

By order Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on July 6, 2026 and Passed ☒, Passed with amendments ☐, Failed ☐.

By order Michelle Harrod
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 7 day of July, 2026 at 5⁰⁰ a.m./p.m.

By order Michelle Harrod
Michelle Harrod, Administrator

Approved Vetoed by the County Executive July 9, 2026

Calvin Ball
Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County, Maryland (the “County”) is in need of space for the Board
2 of Elections; and

3
4 **WHEREAS**, the Board of Elections currently occupies two separate spaces, one an office
5 space, which lease is set to expire on March 31, 2027, and one a warehouse space, which lease is
6 set to expire on September 30, 2027; and

7
8 **WHEREAS**, the County would like to consolidate the office and warehouse spaces in
9 order to promote efficiency and effectiveness; and

10
11 **WHEREAS**, the County and Gateway Crossing 95, LLC, a Maryland limited liability
12 company, desire to enter into a Lease Agreement for a term of 12 years, subject to renewals, for
13 approximately 38,285 square feet located at 7138 Gateway Drive pursuant to a Lease Agreement,
14 substantially in the form attached as Exhibit A; and

15
16 **WHEREAS**, such a multi-year term requires the payment by the County of funds from an
17 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year
18 agreement pursuant to Section 612 of the Howard County Charter.

19
20 **NOW, THEREFORE,**

21
22 ***Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in accordance*
23 *with Section 612 of the Howard County Charter, it approves the Lease Agreement between*
24 *Howard County and Gateway Crossing 95, LLC, a Maryland limited liability company for the*
25 *twelve-year term and renewal terms, that is substantially in the form of Exhibit A attached to this*
26 *Act.*

27
28 ***Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that*
29 *the County Executive is hereby authorized to execute the Lease Agreement for such term in the*
30 *name of and on behalf of the County.*

1
2 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that
3 *the County Executive, prior to execution and delivery of the Lease Agreement, may make such*
4 *changes or modifications to the Lease Agreement as he deems appropriate in order to accomplish*
5 *the purpose of the transactions authorized by this Act, provided that such changes or modifications*
6 *shall be within the scope of the transactions authorized by this Act; and the execution of the Lease*
7 *Agreement by the County Executive shall be conclusive evidence of the approval by the County*
8 *Executive of all changes or modifications to the Lease Agreement, and the Lease Agreement shall*
9 *thereupon become binding upon the County in accordance with its terms.*

10
11 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that
12 *this Act shall be effective immediately upon its enactment.*

LEASE AGREEMENT

GATEWAY CROSSING 95, LLC

Landlord

HOWARD COUNTY, MARYLAND

Tenant

7138 Columbia Gateway Drive, Columbia, Maryland 21046

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Exhibit A- Depiction of Leased Premises

Exhibit B- Declaration of Commencement Date

Exhibit C- Work Agreement

Exhibit D- Form of Estoppel Certificate

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made this ____ day of _____, 20__ (the "**Effective Date**"), by and between **GATEWAY CROSSING 95, LLC** a Maryland limited liability company (the "**Landlord**"), registered with and in good standing with the Maryland State Department of Assessments and Taxation and **HOWARD COUNTY, MARYLAND** (the "**County**" or "**Tenant**"), a body corporate and politic.

WITNESSETH, that the County covenants and agrees with the Landlord as follows:

1. **LEASED PREMISES.** The Landlord by the deed dated September 16, 2005 and recorded among the Land Records of Howard County, Maryland (the "**Land Records**") at Liber 9487, folio 1 is the owner of approximately (a) 10.686 acres of real property shown as Parcel M-2 on Plat Number 7470 ("**Parcel M-2**"), and (b) 8.2243 acres of real property shown as Parcel H-7 on Plat 14689 ("**Parcel H-7**") in the Land Records Parcel M-2 is improved with three (3) buildings known as (a) 7138 Columbia Gateway Drive, Columbia, Maryland comprising 38,285 square feet (the "**Building**" or "**Leased Premises**") as identified on **Exhibit A** attached hereto and incorporated herein, (b) 7130 Columbia Gateway Drive, Columbia, Maryland 21046 (the "**7130 CGD Building**") comprising 46,460 square feet, and (c) 7134 Columbia Gateway Drive, Columbia, Maryland 21046 (the "**7134 CGD Building**") comprising 21,586 square feet (Parcel M-2, the Building, the 7130 CGD Building and the 7134 CGD Building are collectively referred to herein as the "**Property**"). The Building, and the 7130 CGD Building and the 7134 CGD Building collectively consist of 106,331 square feet of leasable space including related amenities and any additional facilities in subsequent years as may be determined by the Landlord to be reasonably necessary or desirable for the management, maintenance or operation of the Property. Parcel H-7 is improved with two (2) buildings known as 7142 Thomas Edison Drive, Columbia, Maryland (the "**7142 Thomas Edison Building**") comprising 47,668 square feet and 7150 Thomas Edison Drive (the "**7150 Thomas Edison Building**") comprising 35,812 square feet (Parcel H-7, the 7142 Thomas Edison Building and the 7150 Thomas Edison Building are collectively referred to herein as the "**Parcel H-7 Property**"). The 7142 Thomas Edison Building and the 7150 Thomas Edison Building collectively consist of 83,480 square feet of leasable space including related amenities and any additional facilities in subsequent years as may be determined by the Landlord to be reasonably necessary or desirable for the management, maintenance or operation of the Parcel H-7 Property. The Property and the Parcel H-7 Property collectively consist of 189,811 square feet of leasable space (collectively the "**Project**"). The County shall have the right of access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week during the Term, as defined below in Section 2.b, subject to the terms and conditions of this Lease.

2. **TERM.** The initial term of this Lease (the "**Initial Term**") shall commence on the date (the "**Lease Commencement Date**") the Landlord delivers to the County the Building with the Tenant Improvements by the Landlord substantially complete in

accordance with the terms herein (which date is anticipated to be April 1, 2027 (the "**Target Date**")), but shall be no sooner than March 1, 2027. The Initial Term of this Lease shall end at 11:59 P.M. on the date (the "**Initial Term Expiration Date**") which is twelve (12) years following the Lease Commencement Date plus the portion of a calendar month, if any, from the Lease Commencement Date to the last day of the calendar month in which such Lease Commencement Date occurs, unless this Lease is earlier terminated or extended pursuant to any other provision of this Lease or applicable law. The period commencing with the Lease Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Lease Commencement Date shall constitute the first "**Lease Year**" as such term is used herein. Each successive full twelve (12) month period during the Term shall constitute a "**Lease Year**" for purposes of this Lease. The parties hereto acknowledge that this Lease has been approved by the County Council of Howard County as a multi-year obligation in accordance with Council Bill _____-2026. The Landlord and the County shall execute the Declaration of Commencement Date (the "**Declaration**") the form of which is attached hereto as **Exhibit B** to confirm, among other things, the Lease Commencement Date, the Initial Term and the Initial Term Expiration Date. The Landlord shall complete and execute the Declaration after the Lease Commencement Date and, if true and correct, the County shall execute and return the Declaration to the Landlord within twenty (20) days following the County's receipt of same; otherwise the County shall notify the Landlord of its objections to the information contained in the Declaration within such twenty (20)-day period. Failure to execute the Declaration shall not affect the commencement or expiration of the Initial Term.

a. **Extension Options.** If, at the end of the Initial Term or subsequent Option Period (defined below) of this Lease, (a) the County is not in default of any of the terms, conditions or covenants of this Lease, beyond any applicable notice and cure period, and (b) the County has not assigned or sublet the Leased Premises, except as permitted herein, then the County shall have the option to extend the Term (each an "**Extension Option**") for two (2) additional periods of five (5) years each (each an "**Option Period**") upon the same terms and conditions contained in this Lease except for the Annual Rent, which shall be the then fair market rate for similar office buildings in Columbia, Maryland (the "**Fair Market Value**"). The Extension Options are personal to the County and may not be exercised or assigned, voluntarily or involuntarily, by or to any person or entity other than the County or another governmental or quasi-governmental department, division or agency of Howard County, Maryland or the State of Maryland.

b. **Extension Notice.** If the County desires to exercise an Extension Option to extend the Term (subject to the County's compliance with the standards set forth herein), the County shall notify the Landlord in writing of the County's intention to do so at least two-hundred seventy (270) calendar days prior to the expiration date of the Term and mutually acceptable terms and conditions to define Fair Market Value shall be determined at lease negotiation. After proper and timely exercise of the Extension Option by the County, all references in this Lease to "Term" shall be considered to mean the Initial Term or Option Period as extended, and all references in this Lease to the expiration date or to

the end of the Term shall be considered to mean the termination or end of the applicable Option Period.

c. **Surrender of Leased Premises.** The County shall, at the expiration of the Term or at the sooner termination thereof by forfeiture or otherwise, surrender the Leased Premises in the same good order and condition as existed at the beginning of the tenancy, reasonable wear and tear excepted and the Tenant Improvement shall remain.

3. RENT.

a. **Annual Rent and Payment.** In consideration for the use of the Leased Premises under this Lease, the County shall pay to the Landlord, in twelve equal monthly installments, an annual rent as shown in the rent schedule below (the "**Annual Rent**") based on the base rent per square foot as shown and calculated in the rent schedule below. In Addition to the Annual Rent, the County shall pay the County's Proportionate Share (as defined in Section 4.d.) of the Operating Expenses for the Building, the Property, and the Project. The base rent per square foot portion of the Annual Rent shall be increased annually at the rate of 2% after the first Lease Year of the Initial Lease Term. Increases in the County's Proportionate Share of Operating Expenses may be payable as set forth in Section 4 herein. The County shall receive three hundred sixty-five (365) days of Annual Rent abatement from and including the Lease Commencement Date (the "**Rent Abatement Period**"). For avoidance of doubt, the County shall pay the County's Proportionate Share of the Operating Expenses as provided in Section 4 during the Rent Abatement Period. As may be set forth in the Work Agreement as defined in Section 6, the County shall be granted early access to the Leased Premises at least four (4) weeks prior to the Lease Commencement Date, free of charge, for the installation of the County's furniture, fixtures, and equipment.

The Landlord agrees to provide the County with a completed (i) Request for Taxpayer Identification Number and Certification Form W-9, and (ii) Howard County, Maryland Office of Purchasing Vendor Information Form. The Landlord shall invoice the County for each monthly installment of the Annual Rent and shall specify on the invoice the amount due and the Landlord's employer identification number. Upon the receipt of such invoice, the County agrees to pay each monthly installment of the Annual Rent, promptly as and when due subject to the setoff rights of the County as expressly set forth in the Lease. Said rental shall be paid to: GATEWAY CROSSING 95, LLC, COPT DEFENSE PROPERTIES LP CONCENTRATION, P.O. Box 25894, New York New York 10087 or in such manner and at such other place or to such appointee of the Landlord, as the Landlord may from time to time designate on the invoice.

Lease Year	Annual Rent per square foot	Monthly Installment of Annual Rent Based on 38,285 square feet	Annual Rent Based on 38,285 square feet
1	\$17.00 square foot	\$54,237.08	\$650,845.00*
2	\$17.34 square foot	\$55,321.83	\$663,861.90

3	\$17.69 square foot	\$56,438.47	\$677,261.65
4	\$18.04 square foot	\$57,555.12	\$690,661.40
5	\$18.40 square foot	\$58,703.67	\$704,444.00
6	\$18.77 square foot	\$59,884.12	\$718,609.45
7	\$19.14 square foot	\$61,064.58	\$732,774.90
8	\$19.53 square foot	\$62,308.84	\$747,706.05
9	\$19.92 square foot	\$63,553.10	\$762,637.20
10	\$20.32 square foot	\$64,829.27	\$777,951.20
11	\$20.72 square foot	\$66,105.43	\$793,265.20
12	\$21.14 square foot	67,445.41	809,344.90

*No Annual Rent shall be due during the Rent Abatement Period. See Section 3(a).

b. **Late Payment Charge.** Except for the rent due on July 1 of each Lease Year, if the County fails to pay, when due and properly invoiced by the Landlord, the monthly installment of Annual Rent, Operating Expenses or any other sum required by the terms of this Lease to be paid by the County, then, the Landlord shall promptly notify the County in writing that the payment of such amount has not been received and if the County does not remit the amount due within ten (10) days after such written notice, the Landlord may assess a late payment fee of \$100.00. The Landlord and the County agree that the rent due on July 1 of each Lease Year may be paid on or before July 20th without penalty, in order to accommodate the start of the new fiscal year of the County. In no event shall the County be subject to interest on any portion of the Annual Rent herein

c. **Additional Rent.** All costs and expenses other than Annual Rent which County assumes or agrees to pay to Landlord pursuant to this Lease shall be deemed to be "**Additional Rent**" and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies provided for in the case of nonpayment of rent, including assessment of late payment fee pursuant to Section 3.b of this Lease. Annual Rent and Additional Rent are sometimes referred to collectively herein as "**Rent**".

4. **OPERATING EXPENSES.**

a. **General.** Beginning on the Lease Commencement Date, the County shall pay, in monthly installments, the County's Proportionate Share of Operating Expenses. If any portion of the Building, the Property or the Project is not fully occupied during a Lease Year the Landlord shall gross up Operating Expenses, as further defined in Section 4(b), which vary with occupancy for such period so that Operating Expenses are computed as though the Building, the Property or the Project had been fully occupied. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at the Landlord's option, after a sale of the Building or the Property), the Landlord shall provide the County with a statement of Operating Expenses for the preceding calendar year or part thereof. Within sixty (60) days after delivery of the statement of Operating Expenses to the County, the County shall pay to the Landlord the remaining portion of the County's Proportionate Share of the actual Operating Expenses for the Leased Premises. In the event the County's Proportionate Share of the actual Operating

Expenses incurred is less than the total payments of Operating Expenses made by the County for the preceding Calendar year, the Landlord shall refund such overpayment within sixty (60) days. The Landlord specifically agrees that Controllable Operating Expenses shall not increase by more than three percent (3%) per year in the aggregate over the Term on a non-cumulative and non-compounding basis. Controllable Operating Expenses shall mean Operating Expenses for the Building, the Property or the Project other than (i) insurance (including liability for personal injury, death and property damage and workers' compensation insurance covering personnel), (ii) utilities, (iii) removal of snow and ice from the Property and regulating of traffic with respect thereto, (iv) security expenses, (v) cost increases in connection with government regulation, (vi) wage increases of all persons engaged in the maintenance, operation or repair of the Building, the Property or the Project due to changes in the minimum wage or pursuant to labor or collective bargaining agreements, and (vii) real estate taxes. The Landlord's and the County's obligation to reconcile the Operating Expenses due pursuant to this Section 4 shall survive the expiration or termination of this Lease. The initial Operating Expenses are estimated at \$6.67 per square foot per annum for the 2026 calendar year.

b. **Inclusions in Operating Expense.** "Operating Expenses" means all costs, fees, charges and expenses incurred or charged by the Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Building, the Property and the Project, including, but not limited to:

(i) All costs and expenses of operating, repairing, lighting, cleaning, and insuring (including liability for personal injury, death and property damage and workers' compensation insurance covering personnel) the Property or any part thereof, as well as all costs incurred in removing snow, ice and debris therefrom and of regulating traffic with respect thereto, repairing of pavement, parking areas, curbs, walkways, drainage, caulking, lighting facilities, landscaping (including replanting and replacing flowers and other planting);

(ii) Electricity, steam and fuel used in lighting, heating, ventilating and air conditioning and all costs, charges, and expenses incurred by Landlord in connection with any change of any company providing electricity service to the Building, including, without limitation, maintenance, repair, installation and service costs associated therewith, as well as all expenses associated with the installation of any energy or cost savings devices;

(iii) Maintenance and repair of mechanical and electrical equipment including heating, ventilating and air conditioning equipment for the Building;

(iv) Window cleaning for the Building, including equipment, uniforms, and supplies and sundries;

(v) Sales or use taxes on supplies or services in connection with the Building;

(vi) Management fees not to exceed three percent (3%) of the then current Annual Rent of the calendar year in question (the "**Management Fee**"), wages, salaries and compensation of all persons engaged in the maintenance, operation or repair of the Building, whether any of such services are provided by Landlord, an affiliate of Landlord or an independent company, and the cost of any on-site or near-site office and segregated storage area for Landlord's parts, tools and supplies);

(vii) Accounting and engineering fees and expenses for the Property, except for those related to disputes with tenants or which are a result of and/or are based on Landlord's negligence or other tortious conduct;

(viii) Costs and expenses that may result from compliance with any governmental laws or regulations that were not applicable to the Property at the time same were originally constructed; and

(ix) To the extent not otherwise payable by the County pursuant to this Lease, all real estate taxes with respect to the Property.

(x) The Landlord's cost of pest control services to the Building or the Property.

(xi) Repair and maintenance of the parking areas on the Property, including without limitation, the resurfacing and striping of said areas;

(xii) All other expenses which under generally accepted accounting principles would be considered as an expense of the Building. Notwithstanding the foregoing, all expenses (whether or not such expenses are enumerated on items (i) through (xi) of this Section 4(b) which would be considered capital in nature under generally accepted accounting principles shall be limited to those which are (i) required by laws effective on or after the Lease Commencement Date (amortized over the useful life of the improvements and/or equipment), or (ii) acquired, in Landlord's commercially reasonable business discretion, to reduce Building Expenses (amortized over the useful life of the improvement).

The Landlord shall endeavor to take advantage of discounts offered for the early or prompt payment of any Operating Expense, such as real estate taxes during any discount period and the Landlord shall apply the benefit of any such discounted payment to the Operating Expenses. The Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges

included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services in Howard County, Maryland.

c. **Exclusions from Operating Expenses.** Notwithstanding anything to the contrary in this Lease, Operating Expenses described above shall not include:

(i) Payments of principal, interest, points and fees on any mortgages, deeds of trust or other financing instruments relating to the financing of the Property or the Project;

(ii) Any leasing commissions or brokerage fees;

(iii) Costs associated with preparing, improving or altering space for any leasing or re-leasing of any space within the Building, the Property or the Project;

(iv) Any ground lease rental;

(v) Costs of capital improvements and equipment, except for those (i) required by laws effective on or after the Lease Commencement Date (amortized over the useful life of the improvements and/or equipment), or (ii) acquired to reduce Building Expenses (amortized over the useful life of the improvement);

(vi) Rentals for items (except when needed in connection with normal repairs and maintenance of permanent systems) which if purchased, rather than rented, would constitute a capital improvement which is specifically excluded in subsection v. above (excluding, however, equipment not affixed to the Building which is used in providing janitorial or similar services);

(vii) Costs incurred by Landlord for the repair of damage to the Building, the Property or the Project, to the extent that Landlord is reimbursed by insurance proceeds;

(viii) Costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant leasable space for tenants or other occupants of leasable premises in the Building, the Property or the Project;

(ix) Depreciation expense of the Building, the Property or the Project and interest payments;

(x) Depreciation, amortization and interest payments on materials, tools, supplies and vendor-type equipment purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party where such depreciation,

amortization and interest payments would otherwise have been included in the charge for such third party's services, all as determined in accordance with generally accepted accounting principles, consistently applied, and when depreciation or amortization is permitted or required, the item shall be amortized over its reasonably anticipated useful life;

(xi) Marketing costs, including leasing commissions, attorney's fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases, and/or assignments, space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transaction with present or prospective tenants or other occupants of the Building, the Property or the Project;

(xii) Costs incurred by Landlord due to a violation of any other tenant of the terms and conditions of any lease;

(xiii) Any amounts paid by Landlord for materials, labor or equipment in excess of the amounts which would have been paid for the aforesaid, based upon their procurement from an unaffiliated party in an arms-length transaction;

(xiv) Landlord's general corporate overhead and corporate general and administrative expenses, to the extent such overhead and expenses exceeds the Management Fee;

(xv) Any compensation paid to clerks, attendants or other persons, rendering services on behalf of Landlord in commercial concessions operated by Landlord, or any compensation paid to attendants working in a parking garage in the Building, the Property or the Project any other parking facility operated by Landlord;

(xvi) Except for making repairs or keeping permanent systems in operation while repairs are being made, rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment not affixed to the Building which is used in providing janitorial or similar services;

(xvii) All items and services for which County or any other tenant in the Property or the Project reimburses Landlord (other than through County's share of Operating Expenses), or which Landlord provides selectively to one or more tenants (other than County) without reimbursement;

(xviii) Advertising of a non-employment nature and promotional expenditures, and procurement costs of signs in or on the

Building, the Property or the Project identifying the owner of the Building, the Property or the Project;

(xix) Electric power costs for which any tenant directly contracts with the local public service company;

(xx) Tax penalties incurred as a result of Landlord's negligence or unwillingness to make payments when due;

(xxi) Costs arising from the negligence or fault of Landlord or its agents, or any vendors, contractors, or providers of materials or services selected, hired or engaged by Landlord or its agents including, without limitation, the selection of building materials;

(xxii) Costs incurred in curing a violation of environmental laws regarding the storage, use or disposal of hazardous materials or substances (as defined by applicable laws) in effect in or about the Building, the Property or the Project including, without limitation, hazardous substances in the ground water or soil;

(xxiii) Costs arising from Landlord's charitable or political contributions;

(xxiv) Costs arising from latent defects in the base, shell or core of the Building;

(xxv) Costs for procuring sculptures, paintings or other objects of art; and

(xxvi) Attorney fees, costs and disbursements (including settlements) and other expense incurred in connection with proposals, negotiations, or disputes with other tenants or occupants or prospective tenants or other occupants, or associated with the enforcement of any leases or the defense of Landlord's title to or interest in the Building, the Property or the Project or its appurtenances, or any part thereof.

d. **County's Proportionate Share** The term "**County's Proportionate Share**" shall mean the County's proportionate share of Operating Expenses payable to the Landlord as set forth in this Lease. The County's Proportionate Share of Operating Expenses for the Building shall be the percentage obtained by dividing the rentable square feet of the Leased Premises by the rentable square feet of the Building or one hundred percent (100%). The County's Proportionate Share of Operating Expenses for the Property shall be the percentage obtained by dividing the rentable square feet of the Building by the rentable square feet of the Property or thirty-six and 01/100 percent (36.01%). The County's Proportionate Share of Operating Expenses for the Project shall be the percentage obtained by dividing the rentable square feet of the Building by the rentable square feet of the Project or twenty and 17/100 percent (20.17%). If the rentable square feet of the Building, the Property or the Project are re-measured by the Landlord,

then the County's Proportionate Share may be decreased, but not increased, accordingly. Landlord shall use its reasonable efforts to obtain separate invoices for Operating Expenses for the Building or which pertain to each of the buildings comprising the Property and the Project, as compared to the entire Property or the Project. Notwithstanding anything herein to the contrary, if for any reason, Landlord is not able to obtain a separate invoice for any Building Expense item which is limited to the Project, the Property or the Building, as compared to the entire Property or the entire Project and such item does in fact benefit the entire Property or the entire Project, Landlord shall have the right to invoice County for County's Proportionate Share of such amount by using the County's Proportionate Share of the Property or the Project, as of the date of the invoice; County shall pay such amounts within sixty (60) days after receipt of an invoice.

e. **Invoices, Right to Audit.** Provided the County pays the full amount set forth on the statement of Operating Expenses, if County disputes any amounts set forth in the statement of Operating Expenses, County shall have the right, at County's sole expense, to notify Landlord in writing, not later than sixty (60) days following receipt of the statement of Operating Expenses, that it disputes such statement and that it intends to perform a commercially reasonable audit of Landlord's books and records with respect to the calendar year which is the subject of the statement of Operating Expenses (the "**Audit Notice**"). If County fails to give Landlord the Audit Notice on or before such sixty (60) day period, the statement of Operating Expenses for the applicable calendar year shall be final and binding upon County and shall, as between the parties, be conclusively deemed correct. If County gives Landlord the Audit Notice in a timely manner, County must commence such audit within sixty (60) days after the Audit Notice is delivered to Landlord, and the audit must be completed within one hundred twenty (120) thereafter. If County does not commence and complete the audit within such periods, the statement of Operating Expenses that County elected to audit shall be deemed final and binding upon County and shall, as between the parties, be conclusively deemed correct. Such audit shall be conducted by a nationally or regionally recognized and reputable independent certified public accountant or other certified public accountant mutually acceptable to Landlord and County. The audit shall take place solely at the offices of Landlord where its books and records are located at a mutually convenient time during Landlord's regular business hours. County shall certify to Landlord that the accountant conducting the audit shall be compensated by County on an hourly or flat fee basis (and shall provide reasonable documentation to Landlord of such arrangement upon request) and shall not in any manner be compensated based upon a percentage of overcharges it discovers or on any other contingency fee basis. No subtenant shall have any right to conduct an audit, and no assignee shall conduct an audit for any period during which such assignee was not the tenant under the Lease. The time frames hereunder shall be extended one (1) calendar day for each calendar day for Landlord delays and Force Majeure Events (as hereinafter defined). Any overpayments by County shall be credited or refunded as provided herein, and any underpayments shall be paid to Landlord. Notwithstanding anything herein to the contrary, County shall have no right to conduct an audit or to give Landlord notice that it desires to conduct an audit at any time that there is an uncured default under the Lease. However, the Landlord shall pay all reasonable and actual audit

expenses, not to exceed \$5,000, if the County is found to have been overcharged by 5% or more in any calendar year related to Operating Expenses.

5. **DELIVERY OF POSSESSION.** The Landlord agrees to deliver to the County, and the County agrees to accept from the Landlord, possession of the Leased Premises when the Landlord advises the County in writing that the Tenant Improvements are completed as set forth herein. The parties hereto intend for the Leased Premises to be delivered to the County as a "turn-key" build out ready for the intended use as office and conditioned warehouse space, as provided in the Work Agreement.

6. **TENANT IMPROVEMENTS.** The Landlord and the County have entered into the Work Agreement hereby incorporated herein and attached hereto as **Exhibit C** (the "**Work Agreement**") for the completion by the Landlord of the improvements to the Leased Premises for the County's use of the Leased Premises throughout the Term. The improvements to the Leased Premises as specified in the Work Agreement and any plans or drawings referenced in the Work Agreement are the "**Tenant Improvements**".

a. **Timely Completion of Tenant Improvements.** The Landlord agrees that the timely completion of the Tenant Improvements is a material term of this Lease as the County is relocating the Howard County Board of Elections to accommodate the County's space needs. For purposes of this Lease, the Tenant Improvements shall be considered "**Substantially Complete**" (i) the construction of the improvements described in the Work Agreement have been completed so that County can use the Leased Premises for its intended purposes without remaining construction activities causing material interference to County conducting its ordinary business activities, (ii) the Leased Premises have been approved for occupancy by governmental authorities having jurisdiction, (iii) County has ready access to the Building and the Leased Premises through the lobby, hallways, and (iv) the Leased Premises are ready for installation of any equipment, furniture, fixtures or decoration that County will install. Landlord shall endeavor to keep County advised as to its progress with regard to the Substantial Completion of the Leased Premises. Notwithstanding the foregoing, the requirements of subsection (ii) shall be deemed satisfied if all of the other subsections have been satisfied and the government approval is delayed as a result of the procurement or installation of furniture, fixtures or equipment which is not included within the scope of Landlord's responsibilities under the Work Agreement. If the Landlord encounters delays in delivering possession of the Leased Premises to the County due to Force Majeure Events (as hereinafter defined), this Lease will not be void or voidable, nor will the Landlord be liable to the County for any loss or damage resulting from such delay.

b. **Landlord's Work.** As used herein, the term the "Landlord's Work" shall mean (i) the Tenant Improvements to be completed by the Landlord under the terms of the Work Agreement, and (ii) improvements to the Building or Property at the Landlord's expense including such improvements required in order for the Building or Property to comply with the Legal Requirements as defined in Section 8. All of the Landlord's Work shall be performed by the Landlord and shall comply with all Legal Requirements. The Landlord shall obtain, at the Landlord's expense, and comply with all permits required by

the Legal Requirements in connection with the performance of the Landlord's Work (collectively, the "**Building Permits**"). "**Punch List**" items, as referred to in this Section 6 are items that will require correction but that will not materially interfere with, or cause a delay to, the County's occupancy of the Leased Premises as contemplated herein. Within fifteen (15) days following the date of delivery of possession of the Leased Premises, the County shall deliver a Punch List, if any, to the Landlord. The Landlord agrees to correct all such Punch List items as soon as reasonably practicable, but in any event no later than twenty (20) business days from the date of the Punch List to the extent reasonably practical. The Landlord's Work shall be warranted for repair and replacement for a period of two (2) years, except to the extent such repair or replacement are due to the acts or omissions of County. The Landlord shall assign to the County all warranties associated with the Tenant Improvements. Such assignment of warranties shall not relieve the Landlord from its obligation to promptly correct any Punch List items or Latent Defects at no expense to the County. As used herein, the term "**Latent Defect**" means any failure of the Tenant Improvements to comply in any material respect with the Design Intent Plan, as defined in the Work Agreement, which failure was not discoverable with reasonably diligent inspection and inquiry prior to the Lease Commencement Date. In no event shall the County be liable to any contractor or other third party performing the Landlord's Work.

7. **USE.** The County shall use and occupy the Leased Premises for office space, warehouse space, and other legally permitted uses in accordance with applicable zoning regulations. The County may allow the federal and state agencies, quasi-governmental agencies, or non-profit entities to use a portion of the Leased Premises from time to time, in the County's sole discretion, and such uses shall not be deemed an assignment or subletting of the Lease.

8. **LAWS AND REGULATIONS.** The Landlord and the County shall observe and comply with all present and future federal, state or local laws, orders, rules, requirements, regulations and ordinances, and of all governmental authorities or agencies and of The Insurance Services Office or other similar organization (collectively the "**Legal Requirements**"), with respect to the Property, Building and the Leased Premises and the manner in which the Property, Building and Leased Premises are used by the Landlord, the County and, as applicable, other tenants of the Building. In no way limiting the generality of this section, the Landlord and the County shall complete all improvements or alterations to the Property, Building and/or Leased Premises, as applicable, in accordance with the Americans with Disability Act of 1990 (42 U.S.C., Section 12101 *et seq.*) and regulations and guidelines promulgated thereunder, as amended and supplemented from time to time, (collectively the "**ADA**").

9. **ASSIGNMENT BY COUNTY.**

a. County shall not assign or otherwise transfer this Lease or sublet (or permit occupancy or use by another person or entity) of the Leased Premises or any part thereof without first obtaining Landlord's written consent. So long as County is not in default of any of the terms and conditions hereof, Landlord shall not unreasonably withhold its consent to an assignment of this Lease or sublease of the Leased Premises

for any of the then remaining portion of the unexpired Term provided: (i) County shall submit to Landlord, as part of a detailed, written request for consent, financial statements in reasonable detail (ii) in the event of an assignment, such assignee shall assume in writing all of County's obligations under this Lease; (iii) in the event of a sublease, such sublease shall in all respects be subject to and in conformance with the terms of this Lease and shall otherwise be in form and substance satisfactory to Landlord; and (iv) in all events County continues to remain liable for the performance of all terms, covenants and obligations of this Lease, including but not limited to, payment of all Rent due hereunder. Landlord and County acknowledge and agree that it shall not be unreasonable for Landlord to withhold its consent to an assignment if in Landlord's sole business judgment, the assignee lacks sufficient financial capacity and business experience to successfully operate its business within the Leased Premises in accordance with the terms, covenants, obligations, and conditions of this Lease. In no event shall the proposed assignee or sublessee be occupying other space in the Building, nor shall it be a prospective tenant either then negotiating with Landlord or has negotiated with Landlord for premises within the prior six (6) month period. County shall pay to Landlord a Two Thousand Five Hundred and 00/100 Dollar (\$2,500.00) processing fee in connection with County's request for Landlord's consent to any assignment, subletting, occupancy, or mortgage, whether or not Landlord consents thereto. Such processing fee shall not apply to federal and state agencies, quasi-governmental agencies and non-profit entities serving the citizens of the County.

b. In the event of a proposed assignment of the Lease or sublease of more than fifty percent (50%) of the Leased Premises, in addition to Landlord's right to consent to or deny the proposed assignment or sublease, if this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by any person or entity other than County, Landlord may, after default by County, collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of County from the further observance and performance by County of the covenants herein contained. Any profit, additional consideration, rent, or amount paid in excess of the sum of the Annual Rent plus the Additional Rent payable by County hereunder from time to time, which is payable to County as a result of or in connection with any assignment or subletting shall be paid to Landlord as Additional Rent when received by County. Any consent by Landlord hereunder shall not constitute a waiver of strict future compliance by County with the provisions of this Section 9.

c. No assignment or sublease, regardless of whether Landlord's consent has been granted or withheld, shall be deemed to release County from any of its obligations nor shall the same be deemed to release any person guaranteeing the obligations of County hereunder from their obligations as guarantor. Landlord's acceptance of any name submitted by County, an agent of County, or anyone acting by, through or under County for the purpose of being listed on the Building directory will not be deemed, nor will it substitute for, Landlord's consent, as required by this Lease, to any sublease, assignment, or other occupancy of the Leased Premises by any person or entity other than County or County's employees. All the foregoing notwithstanding,

County shall not enter into any lease, sublease, license, concession or other agreement for the use, occupancy or utilization of the Leased Premises or any portion thereof, which provides for a rental or other payment for such use, occupancy or utilization based in whole or in part on the income or profits derived by any person or entity from the property leased, used, occupied or utilized. Any such purported lease, sublease, license, concession, or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use or occupancy of any part of the Leased Premises.

d. The Landlord acknowledges that the County may allow federal and state agencies, quasi-governmental agencies and non-profit entities serving the citizens of the County to utilize a portion of the Leased Premises from time to time, and shall have the right to sublet all or any of the Leased Premises, subject to the terms and conditions of Section 7 above.

10. **INSURANCE, SUBROGATION and INDEMNIFICATION.**

a. **County's Self-Insurance.** The Landlord acknowledges that the County is self-insured and will maintain or appropriate reasonable reserves or funds, as the case may be, to cover claims, losses and damages that might arise or be incurred during its occupancy of the Leased Premises which otherwise may be covered by Business Personal Property Insurance covering Special Causes of Loss, Commercial General Liability insurance (written on an occurrence basis) which, unless approved by the Landlord in writing, in no event shall be for coverage less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a One Million Dollar (\$1,000,000) annual aggregate, and Workers' Compensation insurance including Employer's Liability insurance, which, unless approved by the Landlord in writing, such Workers' Compensation insurance shall be for the statutory benefits in the jurisdiction in which the Leased Premises are located.

b. **Landlord's Insurance.** Throughout the Term, the Landlord shall obtain and maintain:

(i) Real Property Insurance against Special Causes of Loss and said insurance shall be subject to Replacement Cost valuation covering the Building and all of the Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision, and

(ii) Commercial General Liability insurance (written on an occurrence basis) and said insurance shall include Contractual Liability coverage insuring the obligations assumed by the Landlord under this Lease, Leased Premises and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability insurance shall be in amounts not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate.

c. **Waiver of Subrogation and Indemnity.**

(i) If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured on account of any loss or damage, then such party and its insurer hereby releases the other party, to the extent of the amount of such proceeds including applicable deductibles, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, invitees or employees; provided that such release shall be effective only as to loss or damage occurring while the appropriate policy of insurance of the releasing party provides for the insured's ability to recover thereunder. Each party shall assure that its insurance carriers agree to waive subrogation in the event of a loss.

(ii) Subject to Maryland's Local Government Tort Claims Act, approved budget appropriations and applicable law, the County shall indemnify and hold harmless the Landlord from and against all claims, damages, losses, liabilities, judgments, costs and/or expenses (i) relating to or arising out of the County's sole acts or omissions from the use and occupancy of the Leased Premises, or (ii) due to or arising out of any mechanic's lien filed against the Building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to the County, which have not been bonded by the County or contested by the County in accordance with the applicable court procedures. The provisions of this Section shall survive the termination of this Lease for a period of one (1) year with respect to any claims or liability accruing prior to such termination. Nothing contained in this Section 10(c)(ii) or this Lease shall be construed as the County having waived any of the defenses of immunity provided to it under law. As a condition of indemnification, the Landlord agrees to notify the County of any suits, claims or potential claims within fifteen (15) days of its own notice of such suits, claims or potential claims.

11. **ALTERATIONS.** Except for any improvements required to maintain and repair the interior of the Leased Premises in accordance with this Lease or the installation of trade fixtures, furniture and equipment necessary for the County use of the Leased Premises, the County shall make no alterations, installations, additions or improvements (herein collectively referred to as "**Alterations**") in or to the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed in the case of non-structural alterations, and may be withheld in the Landlord's sole and absolute discretion in the case of structural alterations, and then only by contractors or mechanics reasonably approved by the Landlord, and at such times and in such manner as the Landlord may from time to time reasonably designate.

12. **REPAIRS AND MAINTENANCE.**

a. **Maintenance of Interior of Leased Premises.** The County shall maintain the interior of the Leased Premises in good order and condition, ordinary wear and tear excepted. The County shall be responsible for the repair and maintenance of any security system serving the Leased Premises. During the Term or any applicable Option Period, the County shall, at its own cost, have the right, to (i) extend the County's fiber optic

service to the Leased Premises; and (ii) obtain cable service in the County's own name to the Leased Premises.

b. **Maintenance of Building and Exterior of Leased Premises.** The Landlord shall furnish, supply, and maintain, repair and replace, as applicable, all (i) windows, doors, interior and exterior walls, ceilings, flooring and floor coverings, (ii) mechanical, electrical (including interior and exterior lighting and light bulbs) and plumbing systems, HVAC equipment and systems, (iii) common areas, including, but not limited to the Property grounds, parking facilities, driveways and sidewalks, Building hallways, stairways, lobbies, elevator, and restroom facilities intended for common use by the occupants of the Building and any visitors of the Building), (iv) the roof and the exterior of the Building, as well as the structure thereof, including, but not limited to the truck loading docks with dock levelers and motorized overhead doors, (v) pursuant to Section 13, the base Building HVAC equipment, base Building HVAC system and associated HVAC system components in accordance with Section 13(b) herein, so that the Leased Premises, the Building and the Property remain in good order and repair, reasonable wear and tear excepted, and safe for occupancy and use. The Landlord shall provide to the County all copies of any warranties upon request. Such repair and maintenance shall include the seasonal services of landscaping and grass cutting of the Property and the removal of snow and ice from driveways and sidewalks, as needed to allow the continued business operations of the County.

c. **Refurbishment of the Leased Premises.** Provided the County is not in default beyond applicable notice and cure periods and timely exercises the Extension Option in accordance with Section 2(a) of this Lease, the Landlord agrees to provide an allowance of \$10.00 per square foot (\$382,850.00) for the refurbishment of the Leased Premises during the Option Period.

13. **SERVICES.** All the Landlord's services to be provided to the Leased Premises twenty- four (24) hours per day three hundred sixty-five (365) days per year.

a. **Electricity.** The Landlord shall furnish the Building and the Property with electricity and the electricity supplied to the Leased Premises shall be suitable for the County's intended use as office and conditioned warehouse space. The electricity for the Leased Premises shall be separately metered (or sub-metered) at the Landlord's expense and the cost of the electricity supplied paid for directly by the County.

b. **HVAC.** The Landlord shall maintain, repair and replace, using qualified licensed personnel, the base Building HVAC equipment, base Building HVAC system and equipment and associated base Building HVAC system components, so that (A) such equipment is capable of (i) 64 to 80 degrees Fahrenheit in the conditioned warehouse area, with humidity no higher than 85% relative humidity in such conditioned warehouse area, and (ii) 64 to 72 degrees Fahrenheit in the office area and non-warehouse area, with humidity no higher than 65% relative humidity in such office area and non-warehouse area, and (B) heating and air conditioning are supplied for the Leased Premises twenty- four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days

per year, subject to the terms and conditions of this Lease. The County shall have sole control over the temperature of the Leased Premises to regulate heating and air conditioning from within the Leased Premises. The County and the Landlord agree that said costs to maintain and repair the base Building HVAC equipment, base Building associated system components shall be deemed an inclusion in Operating Expenses pursuant to Section 4(b) herein. Notwithstanding the foregoing, the Landlord, at the Landlord's sole cost, shall be responsible for the (a) repair and replacement costs of the base Building HVAC system and equipment and base Building associated system components in excess of Five Hundred Dollars (\$500.00) in a Lease Year of any base Building HVAC equipment, base Building HVAC system and associated base Building HVAC system components, and (b) removal and replacement of the existing rooftop units in use at the Lease Commencement Date at the end of each of its useful lives, including, but not limited to removing any non-used HVAC equipment and patching the roof which shall not be included as an Operating Expense charged to the County. The Landlord agrees the new rooftop units shall be in compliance with the Maryland Climate Solutions Now Act and the Maryland Department of Environment Building Energy Performance Standards. The County shall be responsible for installation, repair, maintenance, replacement and equipment costs for any supplemental HVAC units installed by the County after the Lease Commencement Date, and the County shall have the right to retain any supplemental HVAC units installed by the County after the Lease Commencement Date upon the expiration of the Term.

c. **Water and Sewer.** The Landlord shall maintain and supply adequate water and sewer services for the Building, including without limitation the Leased Premises.

d. **Low Voltage System.** The County shall contract directly for the installation and maintenance of its voice and data systems and a telecommunications service provider for all phone, internet and network services, including the use of the roof of the Building. The County shall contract directly for installation and maintenance of its access control, intrusion detection, and closed-circuit television systems.

The County and the Landlord shall coordinate during the period of the Landlord's Work to determine if voice and data installation should take place during this time. The Landlord shall have reasonable approval rights for wiring installation.

The County shall be permitted to install exterior security cameras and exterior card access readers on exterior doors of the Leased Premises as deemed necessary by the County to accommodate the County's use of the Leased Premises. The County will coordinate placement of the cameras and card readers with the Landlord. The Landlord will provide the County an initial, customary number of key cards upon occupancy free of charge, at minimum for the County's on-site employees.

e. **Custodial Services.** Custodial services for the Leased Premises shall be provided by the County, at its sole cost and expense and therefore not included as an Operating Expense charged to the County. The County shall have the right to use any of the Landlord's on-site dumpsters for trash and/or recycling.

f. **Pest Control Services.** The Landlord shall provide pest control services and maintain the exterior of the Building and Property free from rodents, insects and other pests.

g. **Life and Safety Systems.** The Landlord shall provide the Building fire suppression and life-safety systems in good or and repair, and shall maintain, repair and replace the Building fire suppression and life-safety systems.

h. **Loss of Service.** The Landlord shall have no liability or responsibility to supply heat, air conditioning, plumbing, cleaning, and/or electric service, when prevented from so doing by any present or future federal, state or local laws, orders, rules, requirements, regulations and ordinances or by strikes, accidents, or by any other cause whatsoever, beyond the Landlord's reasonable control, and shall have no liability whatsoever for any interruptions in utility services. Notwithstanding anything herein to the contrary, if (i) the services or utilities described in Section 13 hereof are interrupted for a period of more than one (1) day after notice from County to Landlord, and (ii) such interruption renders a material portion of the Leased Premises unusable by County and County does not in fact use such material portion of the Leased Premises, and (iii) the reason for such interruption is Landlord's negligence or willful misconduct, then, except as provided herein with respect to casualty or condemnation, County shall, as County's sole remedy, be entitled to a proportionate abatement of Annual Rent and Additional Rent beginning on the second (2nd) consecutive business day that such material portion of the Leased Premises are unusable and continuing until the use of all of the affected portion of the Leased Premises is restored to County. The Landlord shall use reasonable efforts to promptly restore any utility service that becomes unavailable due to the non-payment, gross negligence or willful misconduct of the Landlord, its agents or employees. The County shall have the right to install a fixed or portable generator in a mutually agreeable location on the Property to service the Leased Premises in the event of loss of electric utility service.

14. **DEFAULT.** If the County fails (i) to pay installments of Annual Rent and such failure continues for ten (10) days after the Landlord has given written notice to the County, or (ii) to pay installments of Operating Expenses and such failure continues for ten (10) days after the Landlord gives written notice to the County or (iii) to perform any other material obligation of the County under this Lease and such failure continues for thirty (30) days after the Landlord has given written notice to the County then (each an, "**Event of Default**"), upon the happening of such Event of Default, unless the County has promptly commenced curing such Event of Default within the thirty (30) days upon which the cure period shall be extended to sixty (60) days, the Landlord may terminate this Lease and repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of the following amounts: (i) any unpaid rent or any other outstanding monetary obligation of the County to the Landlord under this Lease for the remainder of the then current Term and (ii) all reasonable costs incurred in recovering the Leased Premises, and restoring the Leased Premises to good order and condition. The foregoing shall not limit any other remedies the Landlord may have as a result of such Event of

Default, it being acknowledged and agreed that the Landlord shall be entitled to all remedies available at law and equity for any default by the County hereunder.

15. **DAMAGE.** In the case of the total destruction of the Leased Premises by fire, other casualties, the elements, or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by the County for more than one hundred twenty (120) days, this Lease, upon surrender and delivery to the Landlord by the County of the Leased Premises, together with the payment of the Annual Rent to the date of such occurrence and a proportionate part thereof to the date of damage, this Lease shall terminate, and the parties hereto shall have no further obligations or liabilities under this Lease from the date of said termination, except as provided for in the provisions of the Lease which by their terms survive the expiration or earlier termination of the Term. If the Leased Premises are rendered partly untenable by any cause mentioned in the preceding sentence, the Landlord shall, at its own expense, within one hundred twenty (120) days from the date of the damage restore the Leased Premises with reasonable diligence, including without limitation modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, and the rent shall be abated proportionately for the period of said partial untenability and until the Leased Premises are fully restored by the Landlord to the prior or better condition.

If Landlord does not commence any required maintenance, repair, or replacement which causes (i) an imminent threat of personal injury to the County's employees or safe keeping of ballots, or (ii) material damage to the County's equipment or other property at the Leased Premises including County's voting machines, County shall notify Landlord thereof (and County may use any means, including, without limitation, telephone, to notify Landlord of such emergency), in which case, Landlord shall respond within 24 hours with a statement of Landlord's plan to address the situation and the estimated time for cure, and will commence the cure as soon as possible (but in any event within 48 hours after County's notice), and will diligently pursue and keep County informed of the progress of the cure, and if Landlord fails to do so, then County shall notify Landlord thereof and proceed to cure such emergency. Notwithstanding the foregoing, in no event shall County (a) make any structural repairs to the Leased Premises or Building or (b) repair or replace the roof or any major systems or equipment in the Building without Landlord's prior written consent. The provisions of this paragraph do not constitute an authorization by the Landlord for the County to enter the premises of any other tenant of the Property, and the County has not been designated as the Landlord's agent for the purposes of any such entry. The Landlord shall reimburse County for the reasonable, out-of-pocket costs incurred by the County in making such emergency repairs, up to (but not to exceed) Fifty Thousand Dollars (\$50,000.00) with respect to each such occurrence, within thirty (30) days after submission by the County to the Landlord of an invoice therefor, accompanied by reasonable supporting documentation for the costs so incurred.

Notwithstanding the terms of the first paragraph of this Section 15, the Landlord may elect not to rebuild and/or restore the Leased Premises and/or Building and instead terminate this Lease by notifying the County in writing of such termination within sixty (60) days after the date of damage, such notice to include a termination date giving the County

ninety (90) days, from the date of said notice, to vacate the Leased Premises. Notwithstanding the foregoing, the Landlord may elect this option of termination only if the Building is damaged by fire or other casualty or cause, whether or not the Leased Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days from the date of damage (when such repairs are made without the payment of overtime or other premiums), (ii) the holder of any mortgage on the Building or ground or underlying lessor with respect to the Property and/or the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be, or (iii) the damage is not fully covered, except for deductible amounts, by the Landlord's insurance policies. In addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the last Lease Year of the Term, then notwithstanding anything contained in this Section, the Landlord or the County shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall terminate as of the date of such notice. Upon any such termination of this Lease pursuant to this section, the County shall pay the Annual Rent and Operating Expenses properly apportioned up to such date of termination, and thereafter both parties hereto shall be released and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term.

16. **PARKING AND GROUNDS.** During the Term, the County, at no additional charge, shall have the exclusive right to (a) use up to 153 parking spaces in the parking lot serving the Property and (b) store, at the County's sole risk, one (1) 40' container on the Property in a location to be reasonably agreed upon by the Landlord and the County (the "**Storage Container**"). The County shall, at the County's sole cost and expense, maintain the Storage Container in good order and repair and in a clean and slightly condition. The Landlord shall permit the County to install electric car parking and plug-ins to be in a mutually agreed upon location, and bike racks, propane and charcoal grills (subject to applicable laws) and outdoor seating areas on the grounds adjacent to the Building in a location approved by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The County shall have the exclusive right to utilize all loading docks serving the Building and may park operable vehicles and trailers overnight at the truck loading docks and truck and trailer parking areas for the Leased Premises, provided there is no interference with the access of other tenants to the Building to parking lots and truck courts.

17. **SIGNS.** The Landlord, at the Landlord's sole expense shall provide the County, with building-signage on the Building's entrance directory and/or suite entry door if required by the County. The County may, at the County's sole cost and expense, provide, install and maintain exterior signs (with an electronic display and the County logo) provided that (i) County occupies at least fifty one percent (51%) of the rentable area of the Building, (ii) there is no Event of Default outstanding at any time, and (iii) County obtains Landlord's prior written approval, such approval not to be unreasonably withheld, with regard to the size, location, and method of installation of the signage.

County, at County's expense, shall maintain the signage, and obtain all required permits from any governmental authorities and any approval required under any existing recorded covenants and restrictions affecting the Property. At the expiration or sooner termination of this Lease, County shall remove the exterior signage on the Building and restore the Building's surface to that condition which existed immediately prior to the installation of the signage. In addition, if, after installation of the signage, any of the conditions set forth in subsections (i) through (iv) inclusive of the first sentence of this paragraph are not satisfied, County, at County's expense, shall remove the signage upon fifteen (15) business days' advance written notice from Landlord and restore the Building's surface to that condition which existed immediately prior to the installation of the signage. Additionally, if such signage is illuminated and the electricity serving such signage is not separately metered to the County, then the County shall reimburse the Landlord within thirty (30) days following receipt of an invoice for all electricity costs associated with such illuminated signage.

18. **LANDLORD'S RIGHT OF ENTRY.** Provided that an employee of the County (including emergency personnel) is present on the Leased Premises (except in the event of imminent threat to public safety or the Building) the Landlord, and its agents, servants, and employees, including any builder or contractor employed by the Landlord, shall have, upon reasonable advance notice to the County, the right, license and permission, at any and all reasonable times, (i) to inspect the Leased Premises for maintenance and repair, or (ii) to make any alteration, improvement or repair to the Leased Premises. Notwithstanding the foregoing, (i) the Landlord, and its agents, servants, and employees, including any builder or contractor employed by the Landlord, shall not unreasonably interfere with the business or operations of the County, and (ii) if the County is conducting sensitive, confidential matters, or case work at the time planned for an entry by the Landlord or anyone acting by, through or under the Landlord, then the Landlord shall reschedule such entry with the County to a mutually agreeable date and time to the extent reasonably possible. The Landlord represents and warrants that any employee entering the Leased Premises on behalf of the Landlord shall have passed a security screening performed by or on behalf of the Landlord. Landlord agrees to cooperate with the County in taking all such security measures as may be necessary or appropriate to limit access to the Building or otherwise to comply with applicable governmental laws and regulations; provided, however, that if as a part of performing its repair and maintenance obligations under this Lease, Landlord shall incur additional expenses directly attributable to complying with such security requirements, then Landlord's actual costs incurred in complying with County's security requirements shall be reimbursed by the County to Landlord as additional rent within thirty (30) days of Landlord's invoice(s) therefor (which invoices shall include reasonable supporting documentation).

19. **EXPIRATION.** It is agreed that the Term expires on the Initial Term Expiration Date, without the necessity of any notice by or to any of the parties hereto. If the County occupies the Leased Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, the County shall hold the Leased Premises as a holdover "Tenant from month to month", subject to all the other terms and conditions of this Lease, at the highest monthly rental installments reserved in this Lease

or agreed to by the Landlord and the County in writing with respect to the Option Period, if applicable; provided that the Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession that may be now in force or may hereafter be enacted, excluding the recovery of consequential damages. As used in this Lease, a "month-to-month" tenancy shall mean that during such period either the Landlord or the County may terminate this Lease upon thirty (30) days' notice to the other party.

Not more than seven (7) days prior to expiration, the County agrees to schedule an inspection with the Landlord to confirm that the Leased Premises will be in the condition as provided in this Lease.

20. **CONDEMNATION.** It is agreed in the event that condemnation proceedings are instituted against a material portion of the Leased Premises and title taken by any federal or state agency, or the County, then this Lease shall become null and void at the date of settlement of condemnation proceedings and the County shall not be entitled to recover any part of the award which may be received by the Landlord.

21. **SUBORDINATION.** County accepts this Lease, and the tenancy created hereunder, subject and subordinate to any mortgages, ground leases, overleases, leasehold mortgages or other security interests now or hereafter a lien upon or affecting the Building or the Property or any part thereof, and to all renewals, extensions, modifications, restatements and revisions thereof. County shall, at any time hereafter, within fifteen (15) business days after request from Landlord, execute an instrument or document that may be required by any mortgage or mortgagee, ground lessor or overlandlord (herein a "**Mortgagee**") for the purpose of subjecting or subordinating this Lease and the tenancy created hereunder to the lien of any such mortgage or mortgages or lease. In the event the County fails to execute such instrument or document with fifteen (15) business days after Landlord's request (unless Landlord and County are in active, good-faith negotiations as to the form and substance of such instrument or document), Landlord shall have the right to provide a second request to the County for execution (the "**Second Request**") and in the event the County fails to execute such instrument or document within five (5) business days following County's receipt of such Second Request, such failure of County to execute any such instrument or document shall constitute an Event of Default hereunder; provided that such instrument or document complies with applicable laws including the Howard County Charter. Landlord represents that, as of the Lease Commencement Date, there are no ground leases, mortgages or deeds of trust relating to the Building. Landlord shall use commercially reasonable efforts to obtain from any future mortgagee or ground lessor a non-disturbance and attornment agreement for County's benefit. Landlord shall have no liability if any such ground lessor or mortgagee refuses to give County a subordination, non-disturbance and attornment agreement or to negotiate any changes to such ground lessor or mortgagee's agreement.

22. **ATTORNMENT.** County agrees that upon any termination of Landlord's interest in the Leased Premises, County shall, upon request, attorn to the person or organization then holding title to the reversion of the Leased Premises (the "**Successor**") and to all subsequent Successors, and shall pay to the Successor all of the rents and

other monies required to be paid by County hereunder pursuant to Section 3 and Section 4 and perform all of the other terms, covenants, conditions and obligations in this Lease contained; provided, however, that if in connection with such attornment County shall so request from such Successor in writing, such Successor shall execute and deliver to County an instrument, in the form reasonably prescribed by such Successor, wherein such Successor agrees that as long as County performs all of the terms, covenants, obligations and conditions of this Lease, on County's part to be performed, County's possession under the provisions of this Lease shall not be disturbed by such Successor.

23. **RECORDATION OF LEASE.** County covenants that it shall not, without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion, record this Lease or any memorandum of this Lease or offer this Lease or any memorandum of this Lease for recordation. If at any time Landlord or any mortgagee of Landlord's interest in the Leased Premises shall require the recordation of this Lease or any memorandum of this Lease, such recordation shall be at Landlord's expense. If at any time County shall require the recordation of this Lease or any memorandum of this Lease, and Landlord consents in writing to such recordation, which consent may be withheld in Landlord's sole and absolute discretion, such recordation shall be at County's expense. If the recordation of this Lease or any memorandum of this Lease shall be required by any valid governmental order, or if any government authority having jurisdiction in the matter shall assess and be entitled to collect transfer taxes or documentary stamp taxes, or both transfer taxes and documentary stamp taxes on this Lease or any memorandum of this Lease, County shall execute such acknowledgments as may be necessary to effect such recordation and shall pay, upon request of Landlord, one half of all recording fees, recording taxes, transfer taxes and documentary stamp taxes payable on, or in connection with this Lease or any memorandum of this Lease or such recordation.

24. **NOTICES.** Any written notice required by this Lease shall be deemed sufficiently given, on the day it is hand delivered if there is a verified signed receipt, or within three (3) business days if sent via first class mail, postage pre-paid, certified mail and there is a signed return receipt, or on the next business day if sent by overnight courier service if there is a verified signed receipt.

Any notice required by this Lease is to be sent to the Landlord at:

GATEWAY CROSSING 95, LLC
c/o COPT Defense Properties, L.P.
6711 Columbia Gateway Drive, Suite 300
Columbia, Maryland 21046
Attn: Legal Department
Telecopier: 443-285-7652
Email: legal@copt.com

Any notice required by this Lease is to be sent to the County at the Leased Premises with a copy to:

Howard County, Maryland
Director, Department of General Services
9200 Berger Road
Columbia, Maryland 21046

With a copy to:

Howard County, Maryland
Chief Bureau of Real Estate Management
Department of General Services
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043

With a copy to:

Howard County, Maryland
Office of Law
Carroll/Ligon Building
3450 Court House Drive
Ellicott City, Maryland 21043

25. **REMEDIES NOT EXCLUSIVE.** No remedy conferred upon either the Landlord or the County at law or in equity shall be considered exclusive of any other remedy, but shall be in addition to every other remedy available to the Landlord or the County as to claims arising under this Lease. Every remedy available to the Landlord or the County may be exercised concurrently or from time to time, as often as the occasion may arise.

26. **WAIVERS.** It is understood and agreed that nothing shall be construed to be a waiver of any of the terms, covenants and conditions herein contained, unless the same be in writing, signed by the party to be charged with such waiver, and no waiver of the breach of any covenant shall be construed as the waiver of the covenant or any subsequent breach thereof.

27. **PERFORMANCE.** It is agreed that the failure of either the Landlord or the County to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right provided for herein shall not be construed as a waiver or relinquishment for the future of such covenant or right, but the same shall remain in full force and effect, unless otherwise expressed in writing and signed by the party to be charged with such waiver.

28. **FINAL AGREEMENT.** This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

29. **QUIET ENJOYMENT.** The County, upon paying the Annual Rent and Operating Expenses, and other charges herein provided, and observing and keeping all of its covenants, agreements, and conditions in this Lease, shall have the right of quiet enjoyment to the Leased Premises during the Term without hindrance or molestation by anyone claiming by, through or under the Landlord

30. **ESTOPPEL CERTIFICATE.** Within fifteen (15) business days following a request in writing by the Landlord, the County shall execute and deliver to the Landlord an estoppel certificate, which, as submitted by the Landlord, shall be substantially in the form of **Exhibit D** attached hereto and incorporated herein (or such other form as reasonably may be required by any prospective mortgagee or purchaser of the Property, or any portion thereof), indicating any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by the Landlord or the Landlord's mortgagee or prospective mortgagee or purchaser.

31. **ENVIRONMENTAL REQUIREMENTS.** The County shall not use or allow another person or entity to use any part of the Leased Premises for the storage, use, treatment, manufacture or sale of Hazardous Material. The Landlord acknowledges, however, that the County will maintain products in the Leased Premises which are incidental to the operation of its general office use, including, without limitation, photocopy supplies, secretarial supplies and limited janitorial supplies, which products contain chemicals which are categorized as Hazardous Materials. The Landlord agrees that the use of such products in the Leased Premises in the manner in which such products are designed to be used and in compliance with applicable laws shall not be a violation by the County of this section. As used in this Lease, the term "Hazardous Materials" shall mean any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any present or future federal, state or local law, order, rule, requirement regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment.

32. **BROKERS.** The Landlord and the County hereby warrant to each other that it has not dealt with any broker, agent or finder entitled to any commission, fee or others compensation by reason of the execution of this Lease, except that the County has retained Chartwell Enterprises, LLC as the County's broker ("**County's Broker**"), and that they know of no other real estate agent broker or agent who is entitled to a commission or fee in connection with this Lease. The Landlord shall pay the County's Broker in accordance with the terms of a separate commission agreement entered into between the Landlord and the County's Broker. Subject to Maryland's Local Government Tort Claims Act, approved budget appropriations and applicable law, each party hereto agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and

expenses with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Broker.

33. GENERAL

a. **Governing Law**. The provisions of this Lease shall be governed by the laws of the Howard County and the State of Maryland. The Landlord agrees that any dispute arising under this Lease shall be filed in the Circuit Court of Maryland for Howard County.

b. **Efficiency Standards**. The Landlord shall endeavor to maintain current International Building Code efficiency standards for all fixtures in the Leased 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.

c. **Political Contribution Disclosure**. The Landlord shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland.

d. **Recycling Plan**. The Landlord shall ensure and facilitate the County's participation in applicable recycling plans and shall collect and properly recycle recyclable materials.

e. **Retention of Records**. The Landlord shall retain and maintain all records and documents relating to this Lease for three years after final payment by the County 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 County or its designee, at all reasonable times.

f. **Representations and Warranties**. The Landlord hereby represents and warrants that:

(i) It is qualified to do business in and in good standing with the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

(ii) It is not in arrears with respect to the payment of any monies due and owing Howard County, Maryland or the State of Maryland, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;

(iii) It shall comply with all present or future federal, state and local laws, orders, rules, requirements, regulations, and ordinances applicable to its activities and obligations under this Lease; and

(iv) 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.

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

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

i. **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 the Landlord or the County shall be deemed to refer to each person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. This Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

j. **Public Information Act**. The County is subject to the Maryland Public Information Act, which requires public access to most of the County's records and documents, such as this Lease.

34. **PURCHASE RIGHT OF FIRST OFFER. INTENTIONALLY DELETED.**

35. **RIGHT OF FIRST OFFER TO LEASE.**

a. Provided no Event of Default has occurred and Landlord or its affiliates owns the 7130 CGD Building, and subject to the rights of Landlord or its affiliates to re-develop or re-position the 7130 CGD Building, the County shall have a one-time right of first offer with respect to each space that comes available for lease in 7130 CGD Building (the "**Offer Space**"), after its initial leasing in the case of vacant space, subject to the same terms and conditions of this Lease, before such space is leased to any third party, and provided that at least three (3) Lease Years remain under the Term.

b. The Landlord shall offer the Offer Space to the County upon the same terms, covenants and conditions as provided in this Lease for the Leased Premises, except that (a) the Annual Rent, the County's payment of Operating Expenses, and any subsequent tenant improvement allowance (subject to adjustment as provided herein) and

other economic terms may be adjusted as agreed upon between the Landlord and the County and (b) the parties hereto shall negotiate a work letter addressing the procedure for preparation and approval of the plans for any tenant improvements in the Offer Space, as well as the construction thereof (the "Offer"). If the Offer is for a longer period than remaining under this Lease, the term of the lease of the Offer Space shall be co-terminous with the Term, and the Annual Rent rates, tenant improvement allowances and other concessions set forth in the Offer shall be adjusted, as the Landlord shall determine, to reflect any lesser term remaining under the Term. Except for the tenant allowance contained in the Offer, the County shall accept the Offer Space "As-Is," and the County shall have no further rights with respect to the Offer Space. For avoidance of doubt, if the County exercises this Right of First Offer, the County shall be required to lease the entire space referred to in the Offer, not just the portion thereof which is part of the Offer Space, unless the Landlord elects, in its sole and absolute discretion, to only lease the County the portion thereof located within the Offer Space.

c. If the County notifies the Landlord in writing of the acceptance of the Offer within ten (10) business days (the "Offer Period") after the Landlord has delivered the Offer to the County, the Landlord and the County shall enter into a written agreement modifying and supplementing the Lease and specifying that such Offer Space accepted by the County is a part of the Leased Premises, and containing other appropriate terms and conditions relating to the addition of the Offer Space to this Lease (including specifically any increase or adjustment of the rent as a result of such addition). The parties hereto acknowledge that said lease requires approval by the County Council of Howard County as a multi-year obligation, provided that if the County exercises the right to lease the Offer Space, said lease and the rent on the Offer Space shall commence on the later of thirty (30) days after the County's notice exercising the right, or the date the Refusal Space is available for occupancy, and shall continue for the duration of the Term.

d. If the County does not notify the Landlord in writing of its acceptance of the Offer in the Offer Period, the Landlord shall thereafter be able to lease the applicable Offer Space to others upon such terms and conditions as the Landlord may determine. Notwithstanding anything set forth herein to the contrary, Landlord or its affiliates shall have the on-going right to re-develop or re-position the 7130 CGD Building in which event County's right of first offer set forth herein shall be deemed null and void and of no further force and effect.

36. **INABILITY TO PERFORM.** Neither Landlord nor County shall be deemed in default with respect to any of the terms, covenants and conditions of this Lease on Landlord's or County's part to be performed (other than the failure to make any payment due hereunder), if such party's failure to timely perform same is due in whole or in part to any strikes, lockouts, earthquakes, floods, unavailability of labor, inclement weather, unavailability of standard materials, customary facilities, equipment or supplies, governmental building moratoriums, governmental or administrative action or inaction, riot, insurrection, mob violence or civil commotion, war, acts of God, delays or inaction by utility providers, or other acts beyond the reasonable control of Landlord or County, as applicable, not due to the Landlord's or the County's acts or omissions or financial

condition (collectively, "**Force Majeure Events**"). In the event of a Force Majeure Event, the period of performance shall be delayed one day for each day of delay caused by the applicable Force Majeure Event.

37. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Lease may be executed and delivered in multiple counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The counterparts of this Lease may be executed and delivered by facsimile, scanned and delivered electronically (including as a "pdf" or similar format) or signed electronically using an e-signature solution (including Adobe Sign) by either of the parties and such facsimile, scanned and electronically delivered or other electronic signatures shall be deemed original signatures for purposes of this Lease, and all matters related thereto, and shall have the same legal effect as original signatures. Landlord's execution of this Lease is merely for convenience and the advancement of this transaction and is to be of no effect unless Landlord receives a fully executed copy thereof within sixty (60) days of the date of Landlord's execution.

38. **MARYLAND CLIMATE SOLUTIONS NOW ACT – COMPLIANCE AND REPORTING.**

a. The State of Maryland adopted the Climate Solutions Now Act of 2022 (the "**CSNA**") and the Maryland Department of the Environment has adopted or is in the process of adopting regulations to implement the CSNA (the "**Climate Regulations**") and together with the CSNA, the "**Climate Law**"). The Climate Law requires Landlord to collect and report to the State of Maryland (the "**State**") certain information and data with respect to the amount of net direct emissions (as defined in the Climate Law), energy usage, and related information arising from the Building and Leased Premises (the "**Emissions Reporting Requirement**"). In addition, the Climate Law requires Landlord to (i) eliminate the generation of net direct emissions from the Building, and (ii) reduce the energy use intensity of the Building by set standards required under the Climate Law (collectively, the "**Performance Standards**").

b. Reporting Obligations. County acknowledges, covenants, and agrees that County will provide to Landlord within sixty (60) days of Landlord's request, information and data with respect to County's energy usage, greenhouse gas emissions, utility bills, and such other information as Landlord may request (collectively, the "**Emissions Data**") in order for Landlord to timely satisfy the Emissions Reporting Requirement as set forth in the Climate Law, as the same may be modified, revised, or amended from time to time. If County fails to timely and completely provide the Emissions Data pursuant to the provisions of this Section, Landlord may treat such failure as an Event of Default, subject to applicable notice and cure periods, under the terms of this Lease and exercise its remedies set forth herein. In addition to and not in lieu of Landlord's remedies hereunder, if County shall fail to timely or completely provide the Emissions Data and as a result Landlord incurs any fines, penalties, costs, expenses or fees as a result of County's failure to timely or completely provide the Emissions Data (the "**Reporting Fees**"), then in such event, County shall reimburse Landlord the entire

amount of any such Reporting Fees paid by Landlord upon written demand, such amounts shall be treated as Additional Rent.

c. Building Performance Compliance Obligations.

(i) Notwithstanding any other provision in this Lease to the contrary, if Landlord must make capital improvements to the Building to meet any applicable Performance Standards for a calendar year during the Term of this Lease ("**Compliance Capital Improvements**"), County will be responsible for paying its proportionate share of the costs for Landlord to make such Compliance Capital Improvements ("**Compliance Costs**"), which shall be treated as additional rent, provided that any Compliance Costs shall be allocated on a straight-line basis over the useful life of the applicable Compliance Capital Improvements, as reasonably determined in accordance with generally accepted accounting principles, and County shall pay its proportionate share of the Compliance Costs only to the extent of the amortized amount applicable to each calendar year during the Term of this Lease. County will be responsible for paying its proportionate share of reasonable expenses other than Compliance Costs incurred by Landlord for the Building to meet any applicable Performance Standards ("**Compliance Expenses**"), which shall be treated as Operating Expenses.

(ii) Notwithstanding any other provision in the Lease to the contrary, Landlord shall upon providing the County with sixty (60) days written notice, have the right, exercisable in its sole and absolute discretion, to install a separate meter or meters to monitor County's electrical consumption required to comply with the Climate Law, the Emissions Reporting Requirement, or the Performance Standards and County shall promptly reimburse Landlord for any costs or expenses it incurs with respect to such installation.

(iii) If Landlord determines, in its commercially reasonable discretion, to pursue the Alternate Compliance Pathway set forth in the Climate Law in lieu of causing the Building or Leased Premises to meet the net direct emissions standards or energy use intensity limitations set forth in the Climate Law, then Landlord will include as Operating Expenses any fees, costs, or payments incurred as part of the Alternate Compliance Pathway and County will be responsible for paying its share of such expenses as Additional Rent, all in accordance with the provisions of Section 6 of this Lease (the "**Alternate Fee**").

(iv) The Landlord acknowledges that the Leased Premises shall be used by the Howard County Board of Elections general office and conditioned warehouse space for the storage and safe keeping of ballots and voting machines and ancillary equipment which are considered critical infrastructure. County shall use its best efforts to reduce its electrical consumption within the Leased Premises to ensure that County's energy consumption and emissions in connection with its use of the Leased Premises comply with the emissions standards set forth in the Climate Act and the Climate Regulations. County shall be responsible for all penalties, fines, or other fees or costs incurred by Landlord and attributable to County's failure to comply with net direct

emissions and energy standards required by the Climate Act and the Climate Regulations.

d. Interpretation. If any provision of this Section conflicts with any other provision of this Lease, then the provisions of this Section shall be prevailing. It is the intent of the parties that any costs, fees, or expenses incurred by Landlord in connection with its obligations under the Climate Law shall be deemed Operating Expenses and treated as Additional Rent payable by County pursuant to the provisions of this Lease. The provisions of this Section 36 will survive the termination of this Lease, for whatever reason, for a period of twelve (12) months from the date of termination.

39. RIGHT TO TERMINATE. Landlord shall provide thirty (30) days prior written notice to Tenant of the proposed sale or other transfer of the Building. Notwithstanding anything to the contrary in this Lease, in the event of sale or other transfer of the Landlord's rights, title and interest in the Building to any party (i) using the Building for "political purposes" or (ii) who is a non-U.S. citizen or a non-U.S. entity (or the entity is controlled by a non-U.S. parent entity), the County shall have the right to terminate this Lease within thirty (30) days of its receipt of the notice from Landlord. The effect of the termination of this Lease hereunder will be to discharge both the Landlord, or its successor and assigns, and the County from future performance of this Lease, but not from their rights and obligations existing at the time of termination, or obligations which specifically survive termination of this Lease. The term "**political purposes**" shall mean the exclusive use of the Building by the purchaser or transferee for (i) the active conduct of electioneering activities, or (ii) the operation of a political party or candidate organization, in each case as the principal function of the Building, and not merely as an incidental, ancillary, or occasional use.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto execute this lease, under seal, the day and year first above written:

LANDLORD:

WITNESS/ATTEST:

GATEWAY CROSSING 95, LLC
A Maryland limited liability company

By: _____
Name: _____
Title: _____
[Member and Authorized Signatory]

ATTEST:

HOWARD COUNTY, MARYLAND

Brandee Ganz
Chief Administrative Officer

By: _____(SEAL)
Calvin Ball
County Executive

RECOMMENDED FOR APPROVAL:

Samantha M. Cobb, Director
Department of General Services

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu O. Ighile, Director
Department of Finance

Approved for Form and Legal Sufficiency
on this ____ day of _____, 20__:

Gary W. Kuc
County Solicitor

Kristen K. Haskins
Senior Assistant County Solicitor

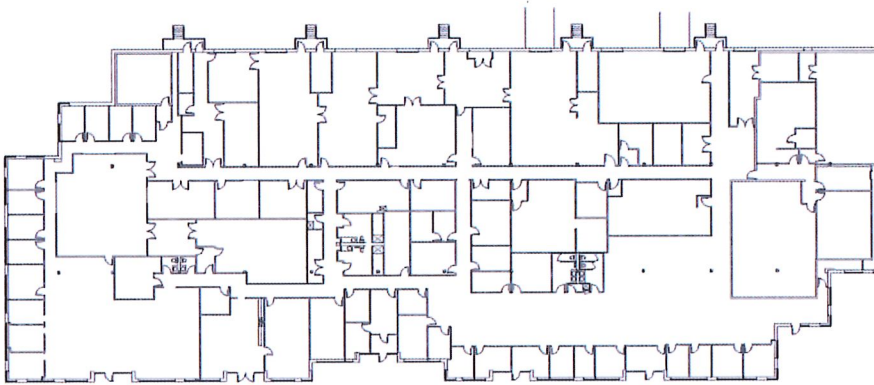
EXHIBIT A
DEPICTION OF LEASED PREMISES



7138 Columbia Gateway Drive
Columbia, MD 21046
Suite A
38,285 RSF



6711 Columbia Gateway Drive
Columbia, MD 21046
443.265.5400 | copt.com



KEY PLAN

EXHIBIT B
DECLARATION OF COMMENCEMENT DATE

This Declaration of Commencement Date is made as of _____, 20__, by _____ ("Landlord"), and _____ ("County"), who agree as follows:

1. Landlord and County entered into a Lease Agreement dated _____, 20__ (the "Lease"), in which Landlord leased to County, and County leased from Landlord, certain Leased Premises described therein in the office building located at _____ (the "Building"). All capitalized terms herein are as defined in the Lease.

2. Pursuant to the Lease, Landlord and County agreed to and do hereby confirm the following matters as of the Commencement Date of the Term:

- a. the Commencement Date of the Lease is _____;
- b. the Initial Term Expiration Date of the Lease is _____;
- c. the number of rentable square feet of the Leased Premises is _____;
- d. County's Proportionate Share of Operating Expenses is _____ %;

3. County confirms that:

a. it has accepted possession of the Leased Premises as provided in the Lease but subject to all the terms thereof;

b. Landlord has fulfilled all of its obligations under the Lease as of the date hereof except as follows: _____; and

c. the Lease is in full force and effect and has not been modified, altered, or amended, except as follows.

4. The provisions of this Declaration of Commencement Date shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, and to all mortgagees of the Building, subject to the restrictions on assignment and subleasing contained in the Lease, and are hereby attached to and made a part of this Lease.

LANDLORD:

_____, limited
liability company

EXHIBIT C
WORK AGREEMENT

The Landlord shall, at the Landlord's sole cost and expense, provide the County a turn-key project to include the following Tenant Improvements detailed on the Design Intent Plan, attached hereto as Exhibit C-1 (the "**Plan**"), utilizing the Building standard materials and complying with the Building standards for construction set forth on Schedule 1 attached hereto, (collectively the "**Tenant Improvements**"). Landlord will provide all HVAC, mechanical, plumbing, electrical systems, and roof in good working order on the Lease Commencement Date. Capitalized terms not otherwise defined in the Work Agreement shall have the meanings set forth in the Lease. In the event of any conflict between the terms of the Work Agreement and the other terms of the Lease, the terms most favorable to the County shall prevail for the design and construction of the Tenant Improvements. The Landlord agrees that time is of the essence for the completion of the Tenant Improvements and delivery of the possession of the Leased Premises to the County. The Landlord and the County agree that if the delivery of possession of the Building does not occur on or before April 1, 2027, and such delay is not due to either (i) Tenant Delay (as defined below), or (ii) Force Majeure Events, then in lieu of other remedies at law or in equity, the Landlord shall pay to the County liquidated damages in an amount equal to one-thousand Dollars (\$1,000.00) per day until delivery of the possession of the Building to the County. The Landlord shall promptly apply for the Building Permits within seventy (70) days following the County's execution and delivery of this Lease and final approval by the parties of construction drawings.

Notwithstanding the foregoing, in the event of a Tenant Delay (as hereinafter defined), the Lease Commencement Date will be deemed to be the date that the Lease Commencement Date would have been, but for such Tenant Delay. "**Tenant Delay**" shall mean: (i) County's failure to act or respond to any matter relating to the Tenant Improvements within a time period or by a deadline as may be expressly required under this Lease, (ii) any act or failure to act by County, its agents, employees or contractors which actually causes a delay in the performance of the Tenant Improvements, (iii) the inclusion of any long-lead items whose procurement or installation will delay the Tenant Improvements, or (iv) the issuance of stop orders, change orders, or the request for performance of work not included as Tenant Improvements.

The Landlord shall:

1. Develop Construction Documents for the turn-key renovations, providing periodic interim submissions to the County for review and comment.
2. File for and obtain Building Permit.
3. Provide for the Program of Spaces in accordance with the Plan and Schedule 1.
4. Provide directional signage along internal roads / parking lots to the Building and the Property on shared monument signs and shall allow for freestanding sign to be installed near Building.

(a) If the County shall desire any changes to the Tenant Improvements, the County shall advise the Landlord in writing and the Landlord shall determine whether

such changes can be made in a reasonable and feasible manner. All costs of reviewing any requested changes, and all costs of making any changes to the Tenant Improvements which the County may request and which the Landlord may agree to shall be at the County's sole cost and expense and shall be paid to the Landlord upon demand and before execution of the change order.

(b) Subject to applicable Legal Requirements and pursuant to Section 3(a) of this Lease, the County shall be allowed to install its improvements, trade fixtures or other property on the Leased Premises during the final stages of the Landlord's construction provided that the County does not interfere with completion of construction or cause any labor dispute.

(c) All items of the Tenant Improvements shall become the property of the Landlord upon expiration or earlier termination of the Lease and shall remain on the Leased Premises upon the termination of this Lease.

(d) The County hereby designates Samantha M. Cobb, Director Department of General Services, whose email address is scobb@howardcountymd.gov and whose telephone number is 410-313-6163 to act as the County's representative ("**County's Representative**") for purposes of authorizing and executing any and all documents, workletters, plans, specifications, cost estimates, or other writings and changes thereto needed to effect this Work Agreement, and any and all changes, additions or deletions to the work contemplated herein, and the Landlord shall have the right to rely on any documents executed by County's Representative. The Landlord shall not be required to proceed with any Tenant Improvements without written authorization from the County's Representative. Neither the County nor the County's Representative shall be authorized to direct the Landlord's contractors or subcontractors in the performance of the Tenant Improvements, and in the event that the Landlord's contractors or subcontractors perform any of the Tenant Improvements under the direction of the County or the County's Representative, then the Landlord shall have no liability for the cost of such Tenant Improvements, for the cost of corrective work required as a result of such Tenant Improvements, for any legal noncompliance or for any delay that may result from the performance of such Tenant Improvements.

(f) Architect. The Landlord shall cause Arris Design (the "**Architect**") and, together with the Engineers (hereinafter defined), to design the Tenant Improvements and prepare the Construction Documents (hereinafter defined) consistent with the Plan. County agrees to furnish Landlord, no later than July 15, 2026, such specifications reasonably acceptable to Landlord as may be required to enable Landlord to prepare plans and specifications and the construction drawings for the work to be performed, including, without limitation, specifications for County's electrical, special equipment needs and finishes and any other information required for Landlord to complete the construction drawings required to accompany the permit application. The parties expressly acknowledge and agree that, unless expressly provided to the contrary in the Plan with respect to particular components of the Tenant Improvements, all Tenant Improvements depicted in the Construction Documents shall be in conformance with

Schedule 1. The cost of preparation of the Construction Documents shall be borne by the Landlord.

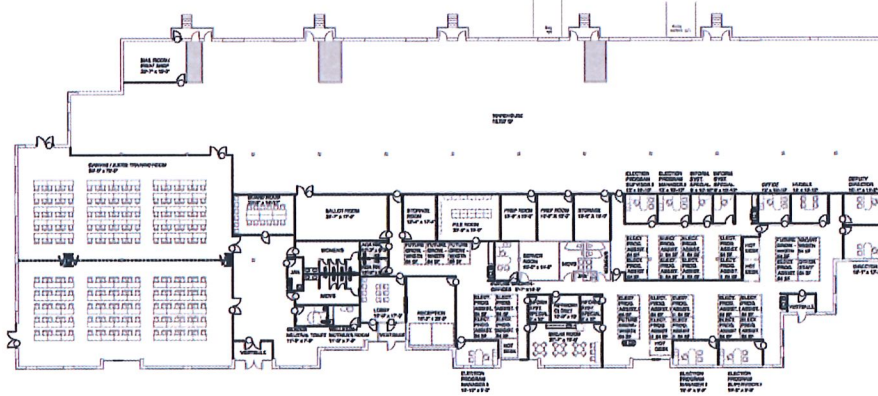
(g) Engineers. The Landlord shall retain the services of an engineering firm selected by the Architect and reasonably acceptable to the County (the "**Engineers**"; and, together with the Architect, the "**Design Professionals**") to: (i) design the type, number and location of all mechanical systems in the Leased Premises, including without limitation the heating, ventilating and air conditioning system therein, and to prepare all of the mechanical plans; (ii) assist with the electrical design of the Leased Premises, including the location and capacity of light fixtures, electrical receptacles and other electrical elements, and to prepare all of the electrical plans; (iii) assist with plumbing-related issues involved in designing the Leased Premises and to prepare all of the plumbing plans; (iv) assist with the structural elements of the Design Professionals' design of the Leased Premises and to prepare all the structural plans; and (v) prepare the fire suppression and life-safety systems for the Leased Premises.

EXHIBIT C-1
DESIGN INTENT PLAN

HOWARD COUNTY BOARD OF ELECTIONS

TF-5.1

FLOOR PLAN:



7138 COLUMBIA GATEWAY DRIVE
COLUMBIA, MARYLAND 21048

SUITE A

38,285 RSF

05/14/28



KEY PLAN
LEGEND

EXISTING WALL
NEW SOUND INSULATED WALL:
FLOOR TO SUSPENDED CEILING
NEW SOUND INSULATED WALL:
FLOOR TO DECK ABOVE
EXISTING DOOR
NEW DOOR

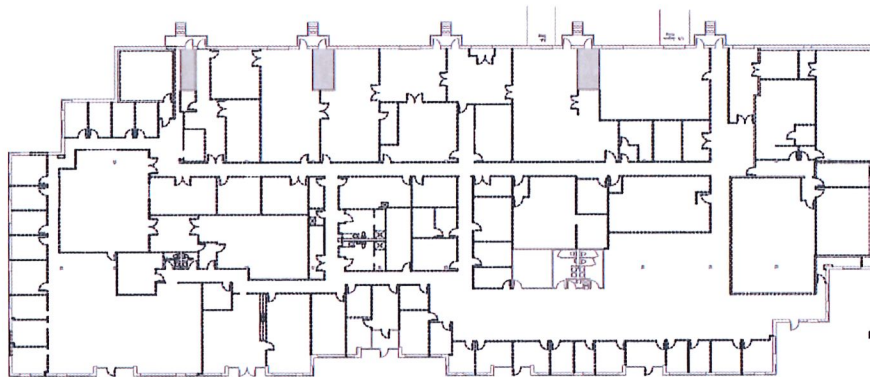
LOBBY	1
TRAINING ROOM	1
RECEPTION	1
BALLOT ROOM	1
STORAGE ROOM	2
PREP ROOM	2
MAIL ROOM / PRINT SHOP	1
SERVER AND NETWORK	2
WAREHOUSE	1
BREAK ROOM	1
GENDER NEUTRAL RESTROOM	1
WELLNESS / MOTHERS	1
FILE ROOM	1
OFFICES	13
HUDDLE	1
WORKSTATIONS	29
HOT DESKS	4
BOARD ROOM	1



HOWARD COUNTY BOARD OF ELECTIONS

TF-5.2

DEMOLITION PLAN:



7138 COLUMBIA GATEWAY DRIVE
COLUMBIA, MARYLAND 21048

SUITE A

38,285 RSF

05/14/28

LEGEND

EXISTING WALL TO REMAIN
EXISTING WALL TO BE REMOVED
EXISTING DEMISING WALL TO REMAIN
EXISTING DOOR TO REMAIN
EXISTING DOOR TO BE REMOVED



HOWARD COUNTY BOARD OF ELECTIONS

TF-53

SCOPE OF WORK NOTES:

1. Ceilings, Doors and Walls
 1. New ceiling to be Armstrong Ultra High HFC #1943 2'x4' lay in acoustic tile in Armstrong Prelude XL 15/16" grid or equal throughout Office areas.
 2. New acoustic ceiling, with gypsum ceiling accent, in new and existing Restrooms.
 3. Remove existing ceiling and leave underside of deck and any structural elements exposed in Warehouse area. Provide fireproofing, as required.
 4. Existing doors, door frames, and hardware to be removed and replaced with new building standard doors.
 5. New interior doors shall be stain grade wood or finished aluminum frame.
 6. All offices, conference, and hallway rooms shall have adjacent side light, where feasible. Doors to be stain grade wood with full vision panels.
 7. Existing exterior doors to remain.
 8. Provide new exterior doors, to match existing as per plan.
 9. Standard interior door hardware to be office lock set. Server room, Network closet, and Storage rooms hardware to be classroom lock set. All locksets to be Best 7 per I.C. code.
 10. Typical new wall(s) to be insulated and constructed from floor to underside of ceiling. Warehouse, Lobby, Vestibule, Restrooms, Server room, Network closet, and Training walls to be insulated and extended to deck above. Refer to plan for exact wall types.
 11. Provide two (2) flush levers at locations of automated door doors into Warehouse area. Ensure lighting and automatic door doors are included.
 12. Provide two (2) operable partitions in Training Room, as shown in plan.
2. Millwork
 1. Break room to have upper and lower plastic laminate cabinets with solid surface countertop. Provide lower cabinets with integrated microwave shelf.
 2. Wellness room to have lower plastic laminate cabinets with solid surface countertop.
 3. Server room and Network closet to have 4"x8" fire rated plywood backer board.
3. Finishes
 1. New building standard carpet tile with 4" vinyl straight base throughout Office area, unless otherwise noted.
 2. New building standard resilient flooring. LVT-Auxury vinyl tile, with a 30 mil wear layer, in Break room and Ballist room.
 3. New building standard VCT-vinyl composition tile in File room, Mail room/Print shop, Server room, Network closet, Storage rooms, and Prep rooms.
 4. New building standard ceramic tile in Lobby, Vestibule, new and existing Restrooms.
 5. Expose existing concrete slab and seal in Warehouse area. Ensure slab is clean of glue and debris and seal concrete.
 6. Sherwin Williams paint throughout with up to three essent colors.
 7. Remove existing mini blinds along exterior of building and replace with manual roller shades. Specification to be reviewed and approved by the Tenant.
 8. No privacy film provided on interior glass.
4. Plumbing, Mechanical and Electrical
 1. New underground stainless steel sink with gooseneck faucet, garbage disposal, and (2) waterlines installed in recessed valve box in Break room.
 2. New underground stainless steel sink with faucet in Wellness room.
 3. New leak detection shut off valve located at main water line supplying the suite, with one (1) new sensor installed in the water header pan and one (1) new sensor installed at new and existing water source(s).
 4. Outfitter supplemental spill systems in Server room and Network closet.
 5. New LED light fixtures throughout. Fixtures shall be 2'x4' STACK Switch or equal with occupancy sensors as required by code. Emergency lighting to be on battery back-up.
 6. Canvas/Judge training room shall have 2'x4' light fixtures with dimming switch.
 7. Typical office to include (2) duplex receptacles and ring and string for Tenant's voice/data.
 8. Provide convenience power throughout suite as required by code.
 9. Four (4) 20A dedicated outlets for tenant provided copiers in Mail room/Print shop.
 10. One (1) 20A dedicated quad outlet in Server room and Network closet.
 11. Twenty (20) flush mounted floor boxes for power and data in Canvas/Judge training room.
 12. Systems furniture power and ring and string shall be supplied through adjacent wall, and as needed, flush mounted floor box shall be used for systems furniture not located near walls.
 13. Provide blocking, electrical, and ring and string in wall for tenant supplied AV monitor(s) in Hallway rooms, Canvas/Judge training room, Fax room area, Ballist room, Lobby, Deputy Director's office and Director's office. Quantities and locations to be reviewed and approved by Tenant.
 14. Provide dedicated outlets every 10-15 feet in Warehouse area. Install 30-40 dedicated outlets for voting machine charging in Warehouse area. Power to be fed via hose reel type connection from structure above, with ability to include data connection, if required.
 15. All electrical distribution shall be installed using MC cable in lieu of electrical metallic tubing (EMT).
5. Specialties
 1. Provide new restroom fixtures, fittings, partitions, and accessories in new and existing Restrooms, as per plan. Restrooms to have ceramic tile flooring and full height ceramic tile on wall walls only.
 2. Provide new concrete pad for Tenant provided generator, along with natural gas line adequately sized to service Tenant provided generator.
 3. Identify a designated area in the existing parking lot to house the Tenant provided 40' container unit required for storage.
 4. Base building HVAC system, equipment and associated base building HVAC system components are capable of (i) 64 to 80 degrees Fahrenheit in the conditioned warehouse area, with humidity no higher than 60% relative humidity in such conditioned warehouse area, and (ii) 64 to 72 degrees Fahrenheit in the office area and non-warehouse area, with humidity no higher than 65% relative humidity in such office area and non-warehouse area.
 5. Install new 400 amp ATB and Quick Connect Power Panel for Tenant provided generator connection.
6. Tenant Responsibility - Not included in scope of work.
 1. Furniture, systems furniture, power poles and furniture whips, security/access control, AV, COMMS wiring, low voltage and associated pannels, equipment (including but not limited to: coffee maker, refrigerator, copier and microwave).
 2. Tenant to supply generator sized to power Network equipment, Network closet HVAC equipment, Warehouse, Break room, and Restrooms along with a designated portion of the Training room.

7138 COLUMBIA GATEWAY DRIVE
COLUMBIA, MARYLAND 21046

SUITE A

38,785 RSF

05/14/26

 **COPT DEFENSE**
PROPERTIES

SCHEDULE 1
BUILDING STANDARDS AND BASIS-OF-DESIGN INFORMATION
COUNTY'S BUILDING STANDARDS:

PARTITIONS:

- (A) Office: 5/8" sheetrock each side of 3 5/8" metal studs with interior batt insulation.
- (B) Demising: 5/8" sheetrock each side of 3 5/8" metal studs to structure with interior batt insulation.

DOORS:

- (A) Office: 3'-0" x 7'-0" - 1 3/4" solid core wood, single lite clear glazing, stained veneers. 5- 1/2" nominal top rails and stiles and 11" nominal bottom rail.
- (B) Miscellaneous: 3'-0"- 7'0"- 1 3/4" solid core wood, stained veneer.
- With the exception of main entrance doors, all doors and hardware leading into the County space from the public corridor will be Building Standard and are to be recessed if the door swings out.

Interior Door Frames:

- Three-piece, knock-down, hollow metal door frames.
- Finish: Paint selected by County.

Hardware:

- Lock/Latch Sets:
 - Standard is Sargent with Best Cylinders- LB key way (Alternate: Yale, Schlage, or approved equal)
 - Finish for all door hardware shall be (Satin Chrome) unless otherwise noted.
 - Lever lockset is standard interior doors.
 - Mortise lockset is standard suite entry doors.
 - Latch set- Passage Function; Satin Stainless Steel with Floor Stop.
 - Lockset- Keyed- Office Function (outside key/inside always unlocked) Brushed Stainless Steel, Floor Stop.
 - Lever latch set- Office Lock Function- ANSI F82 (Function Outside Key/ Inside Push-Button Lock) with Floor Stop.
 - Floor Stop: (1st Choice)- Dome floor stop IVES 436 Dome Stainless Steel or equal.
 - Wall Stop: (2nd Choice)- IVES 407 CCV Stainless Steele or equal.
 - Closer: LCN 4010T (pull side) or 4110 (push side); LCN 3130 concealed in door or equal.
 - Hinges: McKinney TB2314 or equal (Standard weight, ball bearing SST, Full Mortise).
 - Silencers: IVES #20 or equal.

WALL TILE:

- Provide ceramic tile at all 'wet walls', full height. Corners shall be finished with extruded aluminum trim.

CARPET:

- Carpet tile. Case by case basis and is to be approved by the County.

HARD SURFACE FLOORING:

- Luxury Vinyl Tile at least 20 mil wear layer.

Floor Tile:

- Ceramic Tile in all restrooms and shower areas. Slope to floor drain, with ceramic base.

PAINT:

- Field paint plus two accent colors. Each office shall have one accent wall. Conference, huddle and open space may have accent wall or accent paint as directed by County.

BASE:

- 4" rubber cove base. Case by case basis and is to be approved by County.

WINDOW TREATMENT:

- Manually operated roller shades on exterior windows. Obscuring film on interior glazing.

FIRE PROTECTION:

- The building, or portions thereof, shall be completely sprinkled by a combination wet sprinkler-standpipe system. Building standard sprinkler heads are to be semi-recessed sprinkler heads. The entire system shall be in accordance with NFPA 13 and 14 and shall meet all requirements of State and local authorities and the Owner's Insurance Underwriter.

PLUMBING:

- Roof drains, if needed, will discharge through rain leaders running vertically through the building and discharging to the storm sewer. Air handling unit condensate, where possible, will tie into the storm system.
- Domestic hot water will be provided by two (2) gas-fired hot water instantaneous water heaters, Leslie or Reznor. Each sized at 66% of the maximum design load.
- Floor drains shall be provided in toilet rooms.

ENVIRONMENTAL CONTROLS:

- The building shall be environmentally controlled by a pneumatic-electric, direct digital control (DDC) system, to be installed at County's expense. System shall be BACNET-compatible. Central systems shall employ a direct digital control system with electric driven terminal devices. Where the torque requirements are excessive, pneumatic actuators shall be allowed. Johnson Controls or EASI is required.

ELECTRICAL POWER/DISTRIBUTION:

- Voltage drop in the building will be limited to 2% for feeders and 3% for branch circuits, for a maximum of 5% overall.
- Panelboards shall be provided in each electrical closet for common space loads. Each panel shall have 42 poles and be equipped with Transient voltage surge suppression (TVSS) equipment. A dry type transformer and a receptacle panel shall be provided in each electrical closet to serve receptacles and other minor 120V loads. Panelboards and transformers by Square-D or Cutler Hammer. All panel board covers shall be installed unless a qualified electrician is working in the panel board.
- All distribution feeders and branch circuit wiring shall be copper with type THHN/THWN insulation and shall be installed in electrical metallic tubing (EMT) with setscrew, steel fittings. Connections to vibrating equipment shall be sealtite, flexible metallic conduit. Final connections to lighting fixtures shall be flexible metallic conduit.
- All required sub meters shall be located in building electrical rooms (meter fuses and C/T's shall be installed in separate enclosure adjacent to electrical panel).
- All dedicated rooms (server, telecom, etc.) shall have all electrical associated with room fed from dedicated, sub-metered panel.
- Contractor shall furnish to the Landlord two sets of as built electrical drawings with junction box locations and circuit numbers for each device and light fixture clearly marked. All spare or unused circuits shall be shown on as built drawings.

NORMAL POWER:

Receptacles and Equipment Connections

- Industrial heavy duty specification grade switches and receptacles shall be provided. Receptacles shall be 20A, 125V rated wide body style with triple wipe brass power contacts, mounting strap with integral ground contacts and an impact resistant nylon face. Switches shall be 20A, 125/277V rated FSUL WS 896-E and UL 20 approved.
- The County shall select receptacle face plate type. All receptacle face plates shall be professionally (label maker) labeled with panel and circuit number(s).
- Where applicable, miscellaneous mechanical equipment shall be fed from 480volt motor control centers, distribution panels, or branch circuit panelboards as appropriate. Miscellaneous equipment such as overhead doors, elevators, etc. shall be supplied from 480 volt or 208volt branch panelboards as required.
- A ground fault interrupter receptacle with weatherproof cover shall be provided on the exterior of the building at each door and within 3' of any mechanical equipment on the roof.

LIGHTING SYSTEMS:

- All interior spaces shall be provided with lighting fixtures designed to enhance the aesthetics and to provide illumination levels consistent with current standards as defined by the Illuminating Engineering Society of North America (IESNA) "Lighting Handbook". In general, all interior lighting fixtures will utilize LED light sources wherever practical. All LED lighting shall have a color temperature of 5000 Kelvin.
- All lighting shall be LED.

LIGHTING CONTROLS:

- Switches shall be provided for all spaces. Interior offices, file room, and restrooms shall have occupancy sensor-controlled switches. Vacancy Sensors or Occupancy Sensors, whichever applies, should be installed in all areas unless directed otherwise. Lighting relay control cabinets will be provided on each floor to control the automatic off function of all fixtures on normal power that are not controlled by sensors. The main control/time clock for the lighting relay control cabinets shall be located in the first-floor cabinet. The design shall be based on the Watt Stopper company lighting control products.
- The County shall select switch face plate type.

EMERGENCY LIGHTING:

- Emergency lighting shall be provided throughout the egress paths, stairwells, equipment rooms, and exit ways. All exit signs and egress lighting within the County space are required to be connected to the building's Emergency Power System and must comply with County, State, and Federal Codes and ADA Regulations. Corridor emergency lighting circuits shall be wired directly to the emergency panel branch circuit breaker.

FIRE ALARM SYSTEMS:

- The Owner's fire alarm system may need to be upgraded to meet current Life Safety Codes. If so, a complete multiplexed addressable fire alarm system shall be provided throughout the building in accordance with the requirements of NFPA and ADA. The fire alarm system shall include a control panel located in the main electrical room and a remote annunciator panel located in the Fire Command Center near the main entrance lobby. Manual pull stations, smoke detectors, thermal detectors, duct detectors, signaling devices (speaker/strobes), sprinkler flow switches, and sprinkler tamper switches shall be provided as required by NFPA and ADA. Concealed duct detectors shall have remote alarm lights located in corridors mounted 72" above the floor. All fire alarm wiring shall be installed in EMT conduit.

CEILINGS:

Offices and main corridors (open and closed):

Product: "Ultima High NRC", item #1943 as manufactured by Armstrong World Industries, Inc.

Classification: ASTM E1264- TYPE IV, FORM 2, PATTERN E

Material: Wet-formed mineral fiber with DuraBrite acoustically transparent membrane
Finish: DuraBrite with factory-applied latex paint
Color: White
Light Reflectance LR: Not less than 0.87
Noise Reductions Coefficient NRC: Not less than 0.80
Ceiling Attenuation Coefficient CAC: Not less than 35
Articulation Class AC: Not less than 170
Flame Spread: Class A
Dimensional Stability: HumiGuard Plus
Antimicrobial Protection: BioBlock plus- resistance against the growth of mold/mildew and gram positive and gram negative odor and stain causing bacteria
Edge Detail: Square lay-in for interface with Prelude XL 15/16" suspension system
Thickness: 7/8 inch
Size: 24 by 48 inches
Suspension System: Prelude XL 15/16" Exposed Tee Grid System, color white

EXTERIOR SITE AND FACADE LIGHTING:

- Facade lighting for the building will be limited to floodlights, decorative sconces at the main entrances, and pole lighting. All exterior lighting to be LED.

PIPED SYSTEMS:

- Domestic Cold/Hot Water Systems: A domestic cold/hot water system shall be provided with service to toilet rooms, janitor closets, and break areas. Piping shall be seamless copper water tube, ASTM B88, Type L, Hard. Fittings shall be copper solder joint fittings, 150 lb , ANSI B16.22-73. Joint shall be solder, ASTM B32-78 tin-antimony 95-5.
- A domestic hot water re-circulating system should be provided.
- Gas Systems: PRV stations are required. Natural gas piping shall be black steel pipe, ASTM A120-78, ANSI Schedule 40. Joints shall be American Standard for piping threads ANSI B2.1-68.

EXHIBIT D
FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned (the "Tenant") hereby certifies that it is the County under the Lease described in **Exhibit A**, attached hereto and made a part hereof. Tenant hereby further acknowledges that it has been advised that the Lease may be assigned to a purchaser of, and/or collaterally assigned in connection with a proposed financing secured by, the property on which the "Leased Premises" under the Lease are located, and certifies both to the landlord under the lease (the "Landlord") and to any and all prospective purchasers (the "Purchasers") and mortgagees of such property, including any trustee on behalf of any holders of notes or other similar instruments, and any holders from time to time of such notes or other instruments, and their respective successors and assigns (collectively the "Mortgagees") that as of the date hereof:

1. The information set forth in **Exhibit A** is true and correct.
2. Tenant is in occupancy of the Leased Premises and the Lease is in full force and effect and, except as set forth in **Exhibit A**, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the space rented under the Lease, oral or written.
3. All material conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease, Tenant has not received any notice of default under the Lease, and, to Tenant's knowledge, there are no events which have occurred that with the giving of notice or the passage of time or both, would result in a default by Tenant under the Lease.
5. Tenant has not paid any rents or sums due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any rent or sums due and payable under the Lease except as set forth in **Exhibit A**.
6. To Tenant's knowledge, there are no uncured defaults on the part of the Landlord under the Lease, Tenant has not sent any notice of default under the Lease to the Landlord, and there are no events which have occurred that, with the giving of notice or the passage of time or both, would result in a default by Landlord thereunder, and at the present time Tenant has no claim against Landlord under the Lease.
7. Except as expressly set forth in **Exhibit A**, there are no provisions for, and Tenant has no rights with respect to, renewal or extension of the initial term of the Lease, terminating the term, or leasing or occupying additional space or purchasing the Leased Premises.
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency laws.

9. Tenant has the authority to execute and deliver this estoppel certificate.

10. This estoppel certificate shall be binding upon the successors, assigns and representatives of Tenant and shall inure to the benefit of all Purchasers and Mortgagees.

IN WITNESS WHEREOF, Tenant has duly executed this Certificate this _____ day of _____, 20__.

ATTEST:

HOWARD COUNTY, MARYLAND

Chief Administrative Officer

By: _____(SEAL)

County Executive

RECOMMENDED FOR APPROVAL:

_____, Director
Department of General Services

APPROVED FOR SUFFICIENCY OF FUNDS:

_____, Director
Department of Finance

Approved for Form and Legal Sufficiency
on this ____ day of _____, 20__:

County Solicitor

Senior Assistant County Solicitor

EXHIBIT A TO TENANT ESTOPPEL CERTIFICATE

Lease, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
 - 1. Landlord:
 - 2. Tenant d/b/a:
- C. Leased Premises known as:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Expiration of Current Term:
- G. Rights to renew, to extend, to terminate, to rent or occupy additional space or to purchase any portion of the property:
- H. Security Deposit Paid to Landlord: None
- I. Current Annual Rent (Annualized): \$
- J. Current Operating Expenses (Annualized): \$
- K. Current Total Rent: \$
- L. Square Feet Demised:



Howard County

Internal Memorandum

Subject: Testimony & Fiscal Impact Statement

Council Bill No. ___ - 2026, an Act pursuant to Section 612 of the Howard County Charter, approving a Lease Agreement between Howard County, Maryland and Gateway Crossing 95, LLC, a Maryland limited liability company, for 38,285 square feet for the lease of space at 7138 Columbia Gateway Drive, Columbia, Maryland, during a multi-year term; and authorizing the County Executive to take certain actions in connection with the Lease Agreement.

To: Brandee Ganz,
Chief Administrative Officer

From: Samantha M. Cobb ^{Initial} SC
Department of General Services

Date: May 14, 2026

The Department of General Services has been designated coordinator for preparation of testimony relative to approval of a Lease Agreement between Howard County, Maryland (the "County") and Gateway Crossing 95, LLC (the "Landlord") for the County to lease the entirety of the building known as 7138 Columbia Gateway Drive comprising 38,285 square feet (the "Building").

The Howard County Board of Elections office and warehouse components are currently housed in two facilities. The term of the office space lease agreement expires March 31, 2027, and the term of the warehouse space lease agreement expires September 30, 2027.

Consolidation of its operations within the Building will provide efficiency and effectiveness for the agency to serve the voters of Howard County. Additional office and warehouse space is needed for staff, storage of equipment and supplies as well as a space to train election judges or do canvasses of Mail-In Ballots.

The County and Landlord desire to enter into a Lease Agreement, attached, for a term of twelve (12) years, with the option to extend the term for two (2) additional periods of five (5) years each. The County shall receive three hundred sixty-five (365) days of annual rent abatement from and including the lease commencement date.

The Lease Agreement requires payment by the County of funds from an appropriation in later fiscal years and therefore requires County Council approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

Representatives of this department will be present at the public hearing to answer any questions or concerns. If you require any further information concerning this matter or have any additional questions, please do not hesitate to contact me at your convenience.

Lease Year	Annual Rent per square foot	Monthly Installment of Annual Rent Based on 38,285 square feet	Annual Rent Based on 38,285 square feet
1	\$17.00 square foot	\$54,237.08	\$650,845.00*
2	\$17.34 square foot	\$55,321.83	\$663,861.90
3	\$17.69 square foot	\$56,438.47	\$677,261.65
4	\$18.04 square foot	\$57,555.12	\$690,661.40
5	\$18.40 square foot	\$58,703.67	\$704,444.00
6	\$18.77 square foot	\$59,884.12	\$718,609.45
7	\$19.14 square foot	\$61,064.58	\$732,774.90
8	\$19.53 square foot	\$62,308.84	\$747,706.05
9	\$19.92 square foot	\$63,553.10	\$762,637.20
10	\$20.32 square foot	\$64,829.27	\$777,951.20
11	\$20.72 square foot	\$66,105.43	\$793,265.20
12	\$21.14 square foot	\$67,445.41	809,344.90

*No Annual Rent shall be due during the Rent Abatement Period. See Section 3(a).

cc: Jennifer Sager
File

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on July 9, 2026.

Michelle R. Harrod
Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2026.

Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2026.

Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2026.

Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2026.

Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2026.

Michelle R. Harrod, Administrator to the County Council