

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council Of Howard County, Maryland

2018 Legislative Session

Legislative Day No. **2**

Bill No. 11 -2018

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

AN ACT pursuant to Section 612 of the Howard County Charter, approving a Lease Agreement between Howard County, Maryland and MSC I 2006-IQ11 Warwick Way, LLC (aka MCSI 2006-IQ11 Warwick Way, LLC) for the lease of space located at 2201 Warwick Way, Marriottsville, Maryland; and authorizing the County Executive to take certain actions in connection with the Lease Agreement.

Introduced and read first time _____, 2018. Ordered posted and hearing scheduled.

By order _____
Jessica Feldmark, 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 _____, 2018.

By order _____
Jessica Feldmark, Administrator

This Bill was read the third time on _____, 2018 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ____ day of _____, 2018 at ____ a.m./p.m.

By order _____
Jessica Feldmark, Administrator

Approved/Vetoed by the County Executive _____, 2018

Allan H. Kittleman, 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 office space for the
2 Department of Fire and Rescue Services which is required to vacate its current office space located
3 in the County’s Gateway Building; and
4

5 **WHEREAS**, MSCI 2006-IQ11 Warwick Way, LLC, (aka MCSI 2006-IQ11 Warwick Way,
6 LLC) a Delaware Limited Liability Company, (the “Landlord”) is the current owner of approximately
7 4.041 acres of real property shown as Parcel 424 on Plat Number 14268 as recorded in the Land
8 Records of Howard County, Maryland and improved with a two-story building known as 2201
9 Warwick Way (the “Property”); and
10

11 **WHEREAS**, the County proposes to lease a portion of the Property for use by the
12 Department of Fire and Rescue Services specifically, all of the building known as 2201 Warwick
13 Way comprising approximately 26,200 square feet of leasable space and, as an inducement to the
14 County entering into the Lease, the Landlord has agreed the County will have the exclusive
15 beneficial use of the lower level space in the building known as 2201 Warwick Way at no additional
16 charge for the lease term and any extension periods (collectively, the “Leased Premises”); and
17

18 **WHEREAS**, the County and the Landlord desire to enter into a Lease Agreement, for the
19 lease of the Leased Premises substantially in the form attached as Exhibit 1, for a term of ten years
20 and six months with two five-year options to renew at the rent set forth in the Lease Agreement
21 attached hereto as Exhibit 1 (the “Lease Agreement”); and
22

23 **WHEREAS**, the Lease Agreement requires the payment by the County of funds from an
24 appropriation in later fiscal years and therefore requires County Council approval as a multi-year
25 agreement pursuant to Section 612 of the Howard County Charter.
26

27 **NOW, THEREFORE,**
28

29 *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in accordance*

1 with Section 612 of the Howard County Charter, it approves the Lease Agreement between Howard
2 County and MSCI 2006-IQ11 Warwick Way, LLC (aka MCSI 2006-IQ11 Warwick Way, LLC) for
3 the Leased Premise for a term of ten years and six months, and the renewal options, substantially in
4 the form of Exhibit 1 attached to this Act.

5
6 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that the
7 County Executive is hereby authorized to execute the Lease Agreement for such term in the name of
8 and on behalf of the County.

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

18
19 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that this
20 Act shall be effective immediately upon its enactment.

LEASE AGREEMENT

MSCI 2006-IQ11 WARWICK WAY, LLC

Landlord

HOWARD COUNTY, MARYLAND

Tenant

2201 Warwick Way

Marriottsville, MD 21104

LEASE AGREEMENT

THIS **LEASE AGREEMENT** (the "Lease") is made this _____ day of January, 2018 (the "Effective Date"), by and between **MSCI 2006-IQ11 WARWICK WAY, LLC** (also known as MCSI 2006-IQ11 Warwick Way, LLC), a Delaware 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"), a body corporate and politic.

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

1. **LEASED PREMISES.** Landlord by the deed dated April 11, 2017 and recorded among the Land Records of Howard County, Maryland (the "Land Records") at Liber 17547, folio 486 is the owner of approximately 4.04 acres of real property shown as Parcel 424 on Plat Number 14268 in the Land Records (the "Land") and improved with a two-story building known as 2201 Warwick Way (the "Building"), as well as a building known as 2205 Warwick Way (the "2205 Warwick Way Building" which is not being leased by Tenant) and certain surface parking and other common areas on the real property described above serving both the Building and the 2205 Warwick Way Building. The Building has 26,200 square feet of leasable space including related amenities and any additional facilities in subsequent years as may be determined by Landlord to be reasonably necessary or desirable for the management, maintenance or operation of the Building (the land on which the Building and 2205 Warwick Way Building are located is the "Property").

Landlord hereby leases unto County, and County hereby leases from Landlord all of the Building, comprising a total of approximately 26,200 square feet of rentable space; and as an inducement to the County entering into this Lease, the Landlord has agreed the County shall have the exclusive beneficial use of the lower level space in the Building at no additional charge for the Initial Term and any Extension Option pursuant to 2(c) below (collectively, the "Leased Premises"), which are described in the Exhibit A attached hereto and a part hereof. 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 (except in the event of an emergency beyond the control of Landlord and which would render the Leased Premises unuseable or inaccessible). All rental calculations and Operating Expense calculations are based on 26,200 square feet of rentable space and do not include the County's free use of the lower level space in the Building.

2. TERM.

a. The initial term of this Lease (the "Initial Term") shall commence on the date the Landlord delivers the Leased Premises with the Tenant Improvements by Landlord substantially complete (the "Commencement Date"), and end at 11:59 p.m. on the last day of the month at the completion of ten years and six months from the Commencement Date (the "Initial Term Expiration Date"), unless the Lease is earlier terminated or extended pursuant to any other provision of this Lease or applicable law. In

the event the Commencement Date is not the first day of a month, Year 2 (as shown in the rent chart below) will commence on the on first day of the month in which the first anniversary of the Commencement Date occurs. Upon occupancy of the Leased Premises by County, County shall promptly execute and deliver to Landlord the Certificate Affirming the Commencement Date attached hereto as Exhibit E. The parties acknowledge that this Lease has been approved by the County Council of Howard County as a multi-year obligation in accordance with «Council Legislation Number».

b. County shall have access to the Leased Premises thirty (30) days prior to Commencement Date (the "Move-In Period") on a rent-free basis for the installation of furniture, fixtures and equipment (but not for the commencement of business operations). These 30 days shall not be considered as part of the Rent Abatement Period (as defined below). Notwithstanding the foregoing, neither County nor any invitee, agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer or guest of County (collectively, "Invitees") shall enter the Leased Premises during the Move-In Period during those times that Landlord determines, in its reasonable discretion, that such entry will interfere with the activities of Landlord or Landlord's agents or employees in the Leased Premises. In such event, Landlord shall notify County of specific times during which County may make such entry. During the Move-In Period, neither County nor any of its Invitees shall unreasonably delay or otherwise inhibit the work being performed in the Leased Premises by Landlord or Landlord's agents or employees. Landlord shall have no responsibility with respect to any items placed in the Leased Premises by County or any Invitee prior to the Commencement Date. Notwithstanding anything in this Lease to the contrary, all of the provisions of this Lease (including, without limitation, all insurance and indemnity) shall apply during the Move-In Period, except that during such period County shall not be obligated to pay Annual Rent (as defined in Article 3) or Operating Expenses Rent (as defined in Article 4). County and Landlord shall coordinate times specifically to allow the Howard County Department of Technology and Communication Systems to enter the Building to construct the County's own internal buildout, subject to Landlord's prior written approval of all plans and specifications therefor (which approval shall be limited to protecting the structural elements of the Building and shall not be unreasonably withheld, conditioned or delayed), and provided such work does not disrupt or interfere with performance of Landlord's Work, as defined below, to prepare the Leased Premises for occupancy by Tenant. Landlord acknowledges that the initial term will not commence until the Department of Technology and Communication Systems buildout, including running Howard County fiber, to the building is complete

c. Extension Options. If, at the end of the Initial Term or subsequent Option Period (defined below) of this Lease or at any time thereafter until the applicable Option Period is to commence), (i) County is not in default of any of the terms, conditions or covenants of this Lease, beyond any applicable notice and cure period, and (ii) County has not assigned or sublet the Leased Premises, except as permitted herein, then County shall have the option to extend the Term (each an "Extension Option") for two (2) additional periods of five years (each an "Option Period") at Fair Market Value (FMV) and agreed upon terms by the County and Landlord in accordance with the following terms and conditions:

(1) The parties shall have thirty (30) days after Landlord's timely receipt of the Extension Notice (as defined below) in which to agree on the FMV rental rate, escalation factor and additional rent which shall be payable during the applicable Extension Option. For purposes thereof, FMV shall mean the fair market rental rate and associated concessions (refurbishment, rent abatement, etc.) that shall be agreed upon between a landlord and a tenant reviewing a lease for comparable office space as to build-out, location, configuration and size, in a comparable building, for a comparable renewal term at the time an Extension Option shall be considered by the County. If during such thirty (30) day period, the parties agree on such FMV annual rent, escalation factor and additional rent payable during the applicable Extension Option, then they shall promptly execute an amendment to this Lease stating the rent so agreed upon. If during such thirty (30) day period the parties are unable, for any reason whatsoever, to agree on such FMV annual rent, escalation factor and additional rent payable, then County's rights with respect to the Extension Options shall lapse and be of no further force or effect.

(2) 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. Solely in the event this Lease has been assigned to another governmental or quasi-governmental department, division or agency of Howard County, Maryland or the State of Maryland (a "Government Agency") that constitutes a Permitted Assignment pursuant to Section 8 below, the Extension Options may be exercised by such Government Agency that is the assignee of this Lease.

(3) Extension Notice. If County desires to exercise an Extension Option to extend the Term (subject to County's compliance with the standards set forth herein), County shall notify Landlord in writing of County's intention to do so (the "Extension Notice") at least twelve (12) months prior, and no more than eighteen (18) months prior to the expiration date of the then-current Term. If any Extension Notice is not given timely, then County's right of renewal with respect to the applicable Extension Option shall lapse and be of no further force or effect. If County's right of renewal with respect to the first Extension Option lapses for any reason, then County's right of renewal with respect to the second Extension Option shall similarly lapse and be of no further force or effect.

(4) After proper and timely exercise of the applicable Extension Option by County and the satisfaction of the other conditions set forth above, all the then-current terms and conditions of this Lease shall apply, except that (i) the annual rent, escalation factor, and additional rent shall be as specified above and there shall be no abatements, allowances or other concessions except as expressly agreed as part of the FMV rent, and (ii) 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.

d. Surrender of Leased Premises. 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 Improvements shall remain.

3. RENT.

a. Annual Rent. County shall pay to Landlord on or before the first day of each month during the Term, in twelve equal monthly installments, an annual base rental ("Annual Rent") as shown in the rent schedule below. The annual escalated portion of the Annual Rent shall be increased annually at the rate of two and one half percent (2.50%) after the 1st year as shown below.

Period	Annual Rent per square foot	Monthly Annual Rent Based on 26,200 square feet	Annual Rent Based on 26,200 square feet
Year 1 (Annual Rent is abated by 50% for all of year 1)	\$17.75 x 0.5 (abatement) = \$8.875	\$19,377.08	\$232,525
First 6 months of Year 2 (Annual Rent is abated by 50%)	\$18.19 x 0.5 (abatement) = \$9.10	\$19,868.33	\$238,420 per annum x 0.5 (for 6 months) = \$119,210
Final 6 months of Year 2 (Annual Rent is no longer abated)	\$18.19	\$39,714.83	\$476,578 per annum x 0.5 (for 6 months) = \$238,289
Year 3	\$18.65	\$40,716.10	\$488,593
Year 4	\$19.11	\$41,734.00	\$500,808
Year 5	\$19.59	\$42,777.35	\$513,328
Year 6	\$20.08	\$43,846.78	\$526,161
Year 7	\$20.58	\$44,942.95	\$539,315
Year 8	\$21.10	\$46,066.53	\$552,798
Year 9	\$21.63	\$47,218.19	\$566,618
Year 10	\$22.17	\$48,398.64	\$580,784
Year 11 (only 6 months)	\$22.72	\$49,608.61	\$297,652

Provided County is not then in default beyond any applicable notice and cure period, County shall receive for each of the first eighteen (18) months following the Commencement Date (the "Abatement Period"), an abatement of fifty (50) percent of the monthly rent as to the leased premises (i.e. Annual Rent for the initial Leased Premises

abates fifty (50) percent for the first eighteen (18) months following the Commencement Date) as shown in the table set forth above. County agrees to pay, without setoff, deduction, or demand, each monthly installment of the Annual Rent for each and every month, promptly as and when due except as otherwise expressly set forth in this Lease. Said rental shall be paid to: MSCI 2006-IQ11 Warwick Way, LLC, c/o Lincoln Property Company, 10455 Mill Run Circle, Suite 100, Owings Mills, MD 21117 or in such manner and at such other place or to such appointee of Landlord, as Landlord may from time to time designate on the invoice.

b. Late Payment Charge. If County fails to pay when due the monthly installment of Annual Rent, Operating Expenses or any other sum required by the terms of this Lease to be paid by County, then after ten days past the due date, payment shall be subject to a late charge in the amount equal to 5% of the amount due. Notwithstanding the foregoing, the Rent due on July 1st of each year shall not accrue a late charge unless such Rent is still outstanding after July 20th of such year.

4. OPERATING EXPENSES.

a. Commencing on the first day of Year 2 and continuing throughout the Term, the County shall pay, in monthly installments, without setoff, deduction, or demand, the County's Proportionate Share of Operating Expenses for the calendar year in question in excess of Operating Expenses incurred during the 2018 calendar year base year (the "Base Year"). If any portion of the Leased Premises is not fully occupied during the Base Year and all subsequent Lease years, Landlord shall gross up Operating Expenses which vary with occupancy for such period so that Operating Expenses are computed as though the Leased Premises had been fully occupied. If any expense (including without limitation any tax or insurance premium) included within the Operating Expenses incurred during the Base Year is thereafter reduced or eliminated (an "Expense Reduction"), then for the purpose of calculating the County's Proportionate Share of Operating Expenses, the applicable Base Year amount shall be reduced to reflect the Expense Reduction. During December of each calendar year commencing with the 2018 calendar year, or as soon thereafter as practicable, Landlord shall provide County with a written notice of the prior year's de-facto property expenses and its estimate (in commercially reasonable detail for each category of expense) of Operating Expenses Rent for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, County will pay to Landlord 1/12th of such estimated amounts, provided that if such notice is not given in December, County will continue to pay on the basis of the prior year's estimate until the month after such notice is given. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide the County with a statement of Operating Expenses Rent for the preceding calendar year or part thereof. If such reconciliation statement shows an amount owing by County that is more than the estimated payments for such calendar year previously made by County, then County shall pay the deficiency to Landlord within thirty (30) days after delivery of such statement. If such reconciliation amount is greater than four percent (4%) more than the amount the County has paid, the County may, within ten (10) days thereafter by notice to Landlord, exercise its right to audit the operating expenses as

set forth herein, prior to the payment of such reconciliation amount. If the total of the estimated monthly installments paid by County during any calendar year exceeds the actual expense adjustment amount due from County for such calendar year and provided County is not in default hereunder, such excess shall be refunded by Landlord to County. For a period of ninety (90) days after County's receipt of the reconciliation statement described above, County shall have the right, exercisable no more than once each calendar year upon reasonable advance written notice to Landlord, to audit Landlord's books and records pertaining to Operating Expenses Rent for the immediately preceding calendar year in accordance with Section 4.e below. The Landlord specifically agrees that if Controllable Operating Expenses (as hereinafter defined) increase by more than four percent (4%) for any calendar year, then County's liability pursuant to this Section shall not exceed one hundred four percent (104%) of the Controllable Operating Expenses payable for the immediately preceding calendar year in the aggregate over the Initial Term of the Lease on a non-cumulative and non-compounding basis. "Controllable Operating Expenses" shall mean Operating Expenses other than Taxes (as defined in Section 4.b below), insurance, utilities, snow and ice removal, cleaning and other costs of labor supplied pursuant to collective bargaining agreements, and security. Landlord's and the County's obligation to reconcile the Operating Expenses due the other pursuant to this Section shall survive the expiration or termination of this Lease.

b. "Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, management, maintenance and repair of, and services provided to, the Property, including, but not limited to, (i) the actual charges to Landlord for the janitorial services, charges for electricity consumed in the operation of the public facilities of the Building, if any, and the common areas of the Land, as reasonably estimated by Landlord, and costs for the operation and maintenance of the Leased Premises' mechanical (HVAC), plumbing, electrical, and fire suppression systems if not obtained or provided by County as required pursuant to the terms hereof, (ii) the cost of insurance carried by Landlord allocable to the Leased Premises together with the cost of any deductible paid by Landlord in connection with an insured loss for the Leased Premises, (iii) Landlord's cost to maintain the Property, (iv) the cost of trash collection or recycling programs instituted at the Leased Premises, and (v) to the extent not otherwise payable by the County pursuant to this Lease, all real estate and personal property taxes, assessments (general and special, if any), sewer rents, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local government charge (general, special, ordinary or extraordinary but not including income taxes), which may now or hereafter be levied or assessed against the Property for such year (collectively, "Taxes"). Landlord shall endeavor to take advantage of discounts offered for the early or prompt payment of any Operating Expense, such as Taxes during any discount period and Landlord shall apply the benefit of any such discounted payment to the Operating Expenses. 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. The Building is operated in conjunction with the 2205 Warwick Way Building, also located on the Property and accordingly, the share of the common area expenses allocable to the Building is 57.4% (26,200 rentable

square feet in the Building and 45,625 rentable square feet together with the building at 2205 Warwick Way.) In the event the configuration of the building at 2205 Warwick Way is altered such that the total rentable square feet is increased, then the Landlord shall recalculate the percentage of common area expenses allocable to the Building. In no event shall the common area expenses allocable to the Building be increased to more than 57.4%.

c. Notwithstanding anything to the contrary in this Lease, Operating Expenses described above shall not include: (A) ground rent and interest on and amortization of mortgages or other loans of Landlord or the costs of refinancing the Building or portions thereof, (B) salaries of Landlord's employees not engaged in the operation, management, maintenance or repair of the Leased Premises, it being agreed that the salaries of any such persons working on buildings in addition to the Building, shall be reasonably allocated among all of such buildings and only that portion of such expenses reasonably allocable to the Building shall be included in Operating Expenses, (C) leasing commissions, advertising expenses and other such expenses incurred in leasing or marketing space within the Leased Premises, (D) expenses incurred by Landlord to prepare, renovate, repaint or redecorate any space leased to any other tenant or other occupant of the Leased Premises, (E) expenses for the replacement of any item covered under warranty, (F) costs correcting any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Operating Expenses, (G) expenses for any item or service which County pays directly to a third party or separately reimburses Landlord, and expenses incurred by Landlord to the extent the same are reimbursable (pursuant to the terms of leases or contracts at the Property) or reimbursed from any other tenants, occupants of the Building, or third parties (other than through the payment of Operating Expenses under other leases), (H) Landlord's general overhead and administrative expenses, (I) any cost or other sum incurred as a result of the gross negligence of Landlord, (J) cost of capital improvements other than and to the extent of the amortized costs of capital improvements made to the Building by Landlord for the sole purpose of reducing Operating Expenses (excluding the replacement of the HVAC system serving the Building at the time of this Lease), (K) legal fees, (L) depreciation expense of the Building, (M) income, personal property, excess profits or corporate capital stock tax or fee imposed or assessed upon Landlord, (N) cost of any service provided by Landlord for other premises in the Building which service is not provided by Landlord to the Leased Premises pursuant to the terms of this Lease, (O) any cost to repair the common areas or other areas of the property which are covered by insurance of Landlord or any other insured party (but only to the extent of amounts recovered from the insurer) and (P) any costs associated with the repair, maintenance, or replacement of the buildings on any property other than the Property.

d. The "County's Proportionate Share" means the percentage obtained by dividing the rentable square feet of the Leased Premises by the rentable square feet of the Building. As of the date hereof, the County's Proportionate Share is one hundred percent (100%) with respect to all Operating Expenses reasonably allocable solely to the Building. With respect to all Operating Expenses attributable to the common areas or the

Property as a whole (including Real Estate Taxes) that are incurred with respect to the Property that are allocable both to the Building and the 2205 Warwick Way Building, the County's Proportionate Share shall be 57.4%.

e. The reconciliation statements referenced in Section 4.a above shall include, as backup material, certified true copies of invoices (for the Base Year and the applicable lease year) for the services for which Operating Expense are requested. For costs where such invoices are confidential, (i.e. salaries paid to Landlord's employees) the Landlord must certify and warrant that such payments for such costs were made. The County may physically audit the Landlord's records to determine the validity of reimbursement or credits due under this Lease, in accordance with Section 4.a. Landlord shall prepare all financial records and tenant statements in accordance with generally accepted accounting principles (GAAP) consistently applied or such other accounting practice as is customary in the commercial real estate industry and accepted under the Internal Revenue Code, and made available to County as reasonably requested from time to time. The audit permitted pursuant to Section 4.a shall be performed by a qualified auditor chosen by the County. No such audit shall be performed on a contingency basis. If County exercises the right to audit the books and records associated with this Lease, County shall pay the expense of auditing the books and records. However, Landlord shall pay all reasonable, out-of-pocket audit expenses incurred by County if County is found to have been overcharged by 5% or more in any calendar year related to Operating Expenses in the aggregate. The Landlord shall promptly refund the amount of the overpayment of such expenses to the County and, if applicable, reimburse the County for the cost of the audit.

f. For avoidance of doubt, both parties hereby acknowledge and agree that the costs of security and utilities service to the Leased Premises are not including in Operating Expenses (and thus not paid over the Base Year). Instead, the County is responsible for obtaining such services in its own name and paying such costs in full directly to the appropriate utility and service providers.

5. **DELIVERY OF POSSESSION.** Landlord agrees to deliver to County, and County agrees to accept from Landlord, possession of the Leased Premises when Landlord advises County in writing that the Landlord's Work has been "Substantially Completed" (as defined below) and the mechanical (including HVAC), plumbing, electrical, and fire suppression systems in the Leased Premises are operating as designed and County has completed its walk-through inspection and either accepts the Leased Premises "AS IS" or County delivers a punch list of items to Landlord to be completed by Landlord as soon as reasonably possible. The parties intend for the Leased Premises to be delivered to the County as a "turn-key" build out (subject to the cost limitations set forth herein) ready for the intended use as office space.

"Substantially completed" shall mean the date the the date the final inspection is approved by the Building Inspector of Howard County, Maryland.

If Landlord encounters delays in delivering possession of the Leased Premises to County due to Events of Force Majeure, this Lease will not be void or voidable, nor will Landlord be liable to County for any loss or damage resulting from such delay. As used herein, the term "Events of Force Majeure" shall mean any delay encountered by Landlord in carrying out its obligations under this Section 5 resulting from 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 and not due to Landlord's acts or omissions or financial condition (individually or collectively "Events of Force Majeure"). Notwithstanding anything contained herein to the contrary, the date of Substantial Completion (and thus the Commencement Date) shall be accelerated by one (1) day for each day of "County Delay" as such term is defined below.

A "County Delay" shall mean a delay caused directly or indirectly by any of the following: (a) the County's failure to comply with any deadlines specified herein; (b) County's request for changes or additions to the Landlord's Work, or failure to timely pay for the additional amounts due as a result of a change order requested by County; (c) the County's failure to pay when due any amounts required pursuant to this Lease; (d) the County's request for materials, finishes or installations which are not available as needed to meet the general contractor's schedule for Substantial Completion; (e) the County's interference with the general contractor's schedule; (f) the performance or completion of any work, labor or services by a party employed by the County; or (g) any other County caused delay. Notwithstanding the forgoing, a County Delay shall not occur if the County is acting in a regulatory role: for example, the County performs an inspection of the Landlord's Work and notes that it does not comply with the County's building code.

As used herein, the term "Landlord's Work" shall mean (i) the Tenant Improvements to be completed by Landlord to build-out the Leased Premises in accordance with the plans attached hereto as Exhibit B, attached hereto and incorporated herein (the "Plans"). The cost of Landlord's Work for turn-key buildout shall not exceed \$60.00 per square foot for a total of \$1,572,000 based on the square footage of the Leased Premises (the "Tenant Improvement Allowance"). Any unused portion of the Tenant Improvement Allowance shall be provided to the County for its use, in the County's sole discretion, to include towards the cost of providing County fiber to the Leased Premises and/or the purchase and installation of a building generator. The Landlord's Work shall also include the necessary improvements, if any, to bring the Leased Premises into compliance as of the Commencement Date with the Americans with Disabilities Act's requirements for the safe passage of persons with vision impairments or physical impairments. All improvements made by Landlord pursuant to the immediately preceding sentence in order to comply with the Americans with Disabilities Act are done at Landlord's expense and will not count as part of the Tenant Improvements. The Landlord shall expend no more than \$1,572,000 for the Tenant Improvements.

All of Landlord's Work shall be performed at Landlord's expense subject to the Tenant Improvement Allowance cap set forth above for the Tenant Improvements and in a good and workmanlike manner and consistent with the Plans. Landlord's Work shall comply with all applicable governmental permits, laws, ordinances and regulations. Landlord shall obtain (the cost of which shall be paid from the Tenant Improvement Allowance) and comply with all permits required by all public authorities in connection with the performance of the Landlord's Work (collectively, the "Building Permits"). County may attend all weekly or bi-weekly construction meetings requested by Landlord. Any revisions or additions requested by the County to the Plans shall be subject to the prior written approval of Landlord, all costs thereof that cause Landlord's Work to be in excess of the Tenant Improvement Allowance shall be at County's expense, and County shall be responsible for any delay in completion of Landlord's Work resulting therefrom.

"Punch list" items, as referred to in this Section 5, are items that will require correction but that will not materially interfere with, or cause a delay to, County's occupancy of the Leased Premises as contemplated herein. Prior to County's occupancy of the Leased Premises, Landlord and County shall prepare a punch list. Landlord agrees to use commercially reasonable efforts 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.

Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of any portion of the Leased Premises to County until Landlord has received from County (i) a copy of this Lease, fully executed by County, and (ii) copies of policies of insurance or certificates thereof as required under Article 10 of this Lease.

6. **USE.** County shall use and occupy the Leased Premises for general office use to provide services to the public and ancillary storage use as long as such uses are legally permitted uses by a government. and Landlord hereby acknowledges that use of the Leased Premises for inspection, command center and training purposes by Howard Country Fire and Rescue is permitted under this Lease. The County may allow a Government Agency to use a portion of the Leased Premises from time to time, in the County's sole discretion, provided any such use is in compliance with the terms of this Section 6 and Section 8 below. At no time shall the Leased Premises be used to provide medical treatment to third parties.

County shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Leased Premises or the Building or that will constitute waste or nuisance, , or in any manner that will increase the number of parking spaces required for the Building or its full occupancy as required by law. County and its Invitees will at all times comply with the rules and regulations of the Building attached hereto as Exhibit F .

7. **LAWS AND REGULATIONS.** "Legal Requirements" shall mean all present and future laws, orders, rules, requirements, ordinances and regulations of the United States and the State and City or County in which the Leased Premises are located, and

of all governmental authorities or agencies and of any board of the fire underwriters or other similar organization, with respect to the Property, Building and the Leased Premises and the manner in which the Property, Building and Leased Premises are used by Landlord, County and, as applicable, other tenants of the Building. Following Landlord's delivery of the Leased Premises to County with Landlord's Work substantially complete in compliance with the Plans and applicable Legal Requirements, County, at its sole expense, shall comply with all Legal Requirements concerning the use, occupancy, and condition of the Leased Premises, and all machinery, equipment, furnishings, fixtures and improvements therein. In no way limiting the generality of this section, Landlord shall complete the Tenant Improvements and any other improvements or alterations to the Property, Building and/or Leased Premises, as applicable, that Landlord is required to make pursuant to the terms hereof, in accordance with such Legal Requirements, including 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").

8. ASSIGNMENT AND SUBLET. The Landlord acknowledges that the County may allow a Government Agency to utilize a portion of the Leased Premises from time to time, subject to the terms and conditions of Section 6 above, however, notwithstanding anything to the contrary contained in this Lease, County shall remain primarily liable for all terms and conditions of this Lease notwithstanding any such sublease or assignment. County shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer this Lease or permit the use of the Leased Premises by any persons other than a Government Agency, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment of this Lease to a Government Agency for a use permitted pursuant to Section 6 above shall be a "Permitted Assignment." All restrictions and obligations imposed pursuant to this Lease on County shall be deemed to extend to any subtenant, assignee, licensee, concessionaire or other occupant or transferee (including without limitation, any Permitted Assignment), and County shall cause any such person or entity to comply with such restrictions and obligations.

9. INSURANCE, SUBROGATION AND INDEMNIFICATION.

a. County's Insurance. Landlord acknowledges that 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 which, unless approved by Landlord in writing, in no event shall be for coverage less than 100% of the replacement cost value of all Tenant Improvements, Alterations (as defined in Article 10), and other property at the Leased Premises including, without limitation, trade fixtures, merchandise, furnishings, equipment, goods and inventory, Commercial General Liability insurance (written on an occurrence basis) which, unless approved by Landlord in writing, in no event shall be for coverage less than Two Million Dollars (\$2,000,000) combined single limit per occurrence with a Four Million Dollar (\$4,000,000) annual aggregate, and

Workers' Compensation insurance including Employer's Liability insurance, which, unless approved by 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 of this Lease, Landlord shall obtain and maintain as part of Operating Expenses:

(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 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 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 commercially reasonable 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. Notwithstanding the foregoing, any self-insurance or self-insured retentions carried by either party hereunder shall be deemed to constitute the carrying of third-party provided insurance and the receipt of insurance proceeds for purposes of the releases and waivers in this section and all references to insurance contained in this Lease. The releases and waivers herein shall be applicable with the same force and effect as if the insurance that is the subject of such self-insurance or self-insured retentions was provided by a third party insurance carrier.

(ii) Subject to Maryland's Local Government Tort Claims Act, approved budget appropriations and applicable law, County shall indemnify and hold harmless Landlord from and against all claims, damages, losses, liabilities, judgments, costs and/or expenses (i) relating to or arising out of County's use and occupancy of the Leased Premises, (ii) any negligence or willful misconduct of County, (iii) any breach of County's obligations under this Lease, including its failure to comply with Legal

Requirements or surrender the Leased Premises upon the expiration or earlier termination of the Term, or (iv) 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 County, which have not been bonded by the County or contested by the County in accordance with the State court procedures. Notwithstanding anything to the contrary contained in this section, County will act in good faith to secure appropriations sufficient to meet its obligations under this Section. Nothing contained in this Section 10(b)(2) or this Lease shall be construed as the County having waived any of the defenses of immunity provided to it under law.

(iii) Except for the insurance coverages and amounts specified above in Section 9(b) ("Landlord's Insurance"), Landlord, its employees and agents shall not be liable to County, or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever (except as otherwise provided in this Paragraph), including without limitation the following: repair to any portion of the Leased Premises or the Building; interruption in the use of the Leased Premises or the Building or any equipment therein; any accident or damage resulting from any use or operation (by Landlord, County or any other person or entity) of elevators or heating, cooling, electrical, sewerage or plumbing equipment or apparatus; termination of this Lease by reason of damage to the Leased Premises or the Building; any fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any other tenant of the Building or of any other person or entity; failure or inability to furnish any service specified in this Lease; and leakage in any part of the Leased Premises or the Building from water, rain, ice or snow that may leak into, or flow from, any part of the Leased Premises or the Building, or from drains, pipes or plumbing fixtures in the Leased Premises or the Building. If any condition exists which may be the basis of a claim of constructive eviction, then County shall give Landlord written notice thereof and a reasonable opportunity to correct such condition, and in the interim County shall not claim that it has been constructively evicted or is entitled to a rent abatement. Any property placed by County or any Invitee in or about the Leased Premises or the Building shall be at the sole risk of County, and Landlord shall not in any manner be held responsible therefor. Notwithstanding the foregoing provisions of this Paragraph, Landlord shall not be released from liability to County for any damage to property or physical injury to any natural person caused by Landlord's negligence or willful misconduct, to the extent such damage or injury is not covered by insurance (a) carried by County or such person, or (b) required by this Lease to be carried by County.; provided, however, that Landlord shall not under any circumstances be liable for any consequential, punitive or indirect damages..

10. **ALTERATIONS.** Except for improvements required to maintain and repair the interior of the Leased Premises or the installation of trade fixtures, furniture and equipment, the County shall make no alterations, installations, additions or improvements beyond the Landlord's Work in the Leased Premises (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 Landlord’s sole and absolute discretion in the case of structural alterations, and then only by contractors or mechanics reasonably approved by Landlord, and at such times and in such manner as Landlord may from time to time reasonably designate.

11. REPAIRS AND MAINTENANCE.

a. Except to the extent the express obligation of Landlord pursuant to Section 11.b below, County, at its expense, shall maintain the Leased Premises and all fixtures, furnishings, and equipment located in, or exclusively serving, the Leased Premises in good order and condition, ordinary wear and tear excepted, and shall make all required repairs and replacements thereto. The County, at its expense, shall be responsible for the repair and maintenance of any security system serving the Leased Premises.

b. Except as otherwise provided in this Lease, Landlord shall (subject to reimbursement pursuant to Article 4) maintain, repair and replace, as applicable, all (i) exterior windows, exterior doors, and exterior walls of the Building, (ii) mechanical, electrical and plumbing systems, HVAC equipment and systems serving the Building, (iii) the roof and the exterior of the Building, as well as the structure thereof, and (iv) the parking facilities, private drives and ways, landscaping, and sidewalks on the Property, 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. 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.

12. **SERVICES.** All Landlord’s services to be provided to the Leased Premises twenty- four (24) hours per day three hundred sixty-five (365) days per year (except in the event of an emergency beyond the control of Landlord and which would render the Leased Premises unuseable or inaccessible). Landlord shall ensure that all of its employees and contractors’ employees with access to the Building have passed all required background checks. A list of the names of the individuals authorized to regularly access the Leased Premises shall be provided to the County at the Commencement Date and the list shall be updated as needed from time to time upon the written request of the County (the “Authorized Personnel”).

a. **Electricity and Gas.** Tenant, and not Landlord, shall be responsible to furnish the Property, Building and Leased Premises with electricity and gas and the electricity and gas supplied to the Leased Premises shall be suitable for County’s intended use as general office space. The Building is separately metered for electricity and gas as of the date of this Lease. All costs incurred in connection with the electricity and gas supplied to the Leased Premises shall be paid for directly to the applicable utility provider by County. The electricity used for the parking lot on the Property shall be included in Operating Expenses and allocated to the Building and the 2205 Warwick Way Building pursuant to Section 4 above.

b. HVAC. Landlord shall maintain, repair and replace the HVAC system and equipment for the Building and the Leased Premises such that heating and air conditioning are supplied for the comfortable use and occupancy of the Leased Premises, as reasonably determined by the County. County shall have sole control over the temperature of the Leased Premises to regulate heating and air conditioning for the Leased Premises and County shall pay directly for all electricity and water required as a result thereof.

c. Water and Sewer. Landlord, and not Tenant, shall maintain and supply adequate water and sewer lines for the Building, including without limitation the Leased Premises. The Building is separately metered for water as of the date of this Lease. All costs incurred in connection with the water and sewer services to the Leased Premises shall be paid for directly to the utility provider by County, except for costs of maintaining or replacing water or sewer lines running from the street to the Building which are the responsibility of the Landlord.

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

e. Miscellaneous. Landlord shall furnish, supply and maintain, repair and replace, as applicable, all hallways, light fixtures (including light bulbs), stairways, lobbies, restroom facilities and maintain the Building grounds, parking facilities and other common areas of the Property at its sole cost and expense (subject to inclusion in Operating Expenses), in a safe and sanitary condition and the County's share of cost for maintenance and repairs in excess of that incurred during the Base Year shall be passed through to the County as an Operating Expense as set forth herein. The Landlord shall use its commercially reasonable efforts to clear snow and ice from the driveways and sidewalks within the Property in a manner to allow the continued business operations of the County. The agreed upon standards for janitorial services to be provided by Landlord are attached hereto and incorporated herein as Exhibit C.

Notwithstanding the foregoing, Landlord shall have no liability or responsibility to supply heat, air conditioning, plumbing, cleaning, and/or electric service, when prevented from so doing by laws, orders or regulations of any Federal, State, County or Municipal authority or by strikes, accidents, or by any other cause whatsoever, beyond Landlord's control and shall have no liability whatsoever for any interruptions in utility services. Notwithstanding the foregoing, if any of the foregoing services that Landlord is required to provide under this Lease is interrupted due solely to the non-payment, gross negligence or willful misconduct of Landlord such that the County cannot and does not reasonably conduct its permitted use in the Leased Premises from the standpoint of prudent business management and the interruption continues for more than

five (5) business days following Landlord's receipt of written notice thereof from the County, then Annual Rent shall abate as to the portion of the Leased Premises rendered unusable during the period beginning on the day after such five (5) business day period ends and continuing until the date the service is restored.

13. **DEFAULT.** If County fails (i) to pay installments of Annual Rent and such failure continues for five (5) days after Landlord has given written notice to County, or (ii) to pay installments of Operating Expenses and such failure continues for five (5) days after Landlord gives written notice to County, or (iii) to make any payment to any third party under this Lease or fails to perform any other obligation of County under this Lease and such failure continues for thirty (30) days after Landlord has given written notice to County, or (iii) to timely vacate and surrender the Leased Premises in the condition required hereunder at the expiration or earlier termination of the Term, then, upon the happening of such event Landlord, at its sole option, may terminate the 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 County to Landlord under the Lease plus interest thereon at the Default Rate (as defined below) from the due date until paid for the remainder of the then current Term of the Lease 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 Landlord may have as a result of such default, it being acknowledged and agreed that Landlord shall be entitled to all remedies available at law and equity for any default by the County hereunder.

14. **DAMAGE.** If the Leased Premises or any part thereof shall be damaged by fire or other casualty, County shall give prompt written notice thereof to Landlord if Landlord does not otherwise have actual knowledge thereof. 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 County for more than one hundred eighty (180) days, this Lease, upon surrender and delivery to Landlord by County of the Leased Premises, together with the payment of the Rent to the date of such occurrence and a proportionate part thereof to the date of damage, shall terminate, and the parties shall have no further obligations or liabilities under this Lease from the date of said termination, except as provided for in provisions of this 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, Landlord shall, at its own expense with respect to the components of the Building Landlord is responsible for insuring, and at County's expense with respect to the components of the Building Tenant is responsible for insuring, within one hundred eighty (180) days from the date of the damage, or such longer period as is reasonably required using commercially reasonable diligence, 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 Landlord to the prior or better condition.

Notwithstanding the terms of the foregoing paragraph, Landlord may elect not to rebuild and/or restore the Leased Premises and/or Building and instead terminate this Lease by notifying County in writing of such termination within sixty (60) days after the date of damage, such notice to include a termination date giving County ninety (90) days, from the date of said notice, to vacate the Leased Premises. Notwithstanding the foregoing, 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 eighty (180) 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 Landlord's insurance policies, or (iv) more than sixty percent (60%) of the Building is damaged as a result of such casualty. In addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the last year of the Term, then notwithstanding anything contained in this Section, Landlord or 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, County shall pay the Annual Rent and Operating Expenses properly apportioned up to such date of termination, and thereafter both parties 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.

15. **BANKRUPTCY.** In the event of the appointment of a receiver or trustee for County by any Federal or State court, in any legal proceedings under any provision of the Bankruptcy Act, which is not vacated within sixty (60) days, or in the event County is adjudicated bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, then in any of said events, Landlord may, at its option, terminate this Lease by ten (10) days written notice, and re-enter upon said Leased Premises.

16. **PARKING AND GROUNDS.** During the Term, County, at no additional charge, shall have the non-exclusive, unreserved right to use up to 3.5 parking spaces in the parking lot serving the Property in which the Buildings are located per 1,000 rentable square feet of the Leased Premises. County shall have the right at its sole cost and expense to post signs for its exclusive use of the parking spaces surrounding the Building in the locations as shown on Exhibit G attached hereto and made a part hereof. County and its employees shall observe reasonable safety precautions in the use of the parking lots and shall at all times abide by all reasonable rules and regulations governing the use thereof promulgated by Landlord. Prior to towing any vehicles parked in violation of the rules and regulations, the Landlord shall notify the County. Landlord shall permit the County, at the County's sole cost and subject to compliance with Legal Requirements and the terms of this Lease, to install bike racks and outdoor seating areas on the Property

and adjacent to the Building in a location approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

17. **SIGNS.** Landlord, at Landlord's sole expense shall provide the County with Building standard directory and suite entry signage located in the lobby and common corridor of the Building. The County, at its sole cost and expense, may provide, install and maintain exterior signs on the Building (with an electronic display and County logo) in a location and with materials, sizing, color, design, and manner of installation as approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Such signage shall be subject to the approval of all required governmental entities and any other required approvals. Additionally, if such signage is illuminated and the electricity serving such signage is not separately metered to the County, then the County shall reimburse Landlord within thirty (30) days following receipt of an invoice for all electricity costs associated with such illuminated signage. Provided Landlord, exercising commercially reasonable efforts, is able to obtain the required governmental approvals for installation thereof, Landlord, at its sole expense, shall provide a Monument Sign at the entrance of the parking lot of the Property of which the County shall have the prominent position on the Monument Sign.

18. **RIGHT OF ENTRY.** Landlord acknowledges that certain areas of the Leased Premises may be restricted from its access from time to time and will be separately secured. The County shall either post the restricted access areas of the Leased Premises or notify Landlord in writing to the extent any areas of the Leased Premises are so designated. It is understood and agreed that Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord which are Authorized Personnel under Section 12 hereof shall have, upon reasonable advance notice to County and at a mutually agreed upon time (except in the event of an emergency, when no such notice shall be required), the right, license and permission, at any and all reasonable times, (i) to inspect the Leased Premises for maintenance and repair, (ii) if the lease is not renewed by the County, to show the Leased Premises to any prospective tenant, or (iii) to make any alteration, improvement or repair to the Leased Premises. County may elect to have its designee accompany Landlord's Authorized Personnel while in the Leased Premises; provided, however, that (a) in the event of emergency, Landlord or any Authorized Personnel may enter the Leased Premises after or contemporaneously with notifying the County of the emergency entry to the Leased Premises.

19. **EXPIRATION.** It is agreed that the Term expires on the Term Expiration Date, without the necessity of any notice by or to any of the parties hereto. If County occupies the Leased Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, 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 one and one-half (1½) times the highest monthly rental installments reserved in this Lease or agreed to by Landlord and County in writing with respect to the Option Period, if applicable; provided that 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 Landlord or County may terminate this Lease upon thirty (30) days' notice to the other party.

Not more than seven (7) days prior to expiration, County agrees to schedule an inspection with 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, State, or the County, then this Lease shall become null and void at the date of settlement of condemnation proceedings and County shall not be entitled to recover any part of the award which may be received by Landlord.

21. **SUBORDINATION; RECORDATION OF LEASE.** As of the Effective Date of this Lease, there is no Mortgage encumbering the Building or Property. This Lease shall remain in place in the event there is a Mortgage of the Property and shall be subject and subordinate to the lien of any mortgages, deeds of trust, ground leases, or other liens (collectively "Mortgages" and the holder of which shall be "lenders") which shall at any future time be placed upon the Building, the Land, the Leased Premises, and to any renewals, extensions, modifications or consolidations of any such Mortgages. This clause shall be self-operative and no further instrument of subordination shall be required. If any future lender shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, County shall, at the option of such holder, attorn to and recognize such successor as the Landlord under this Lease and shall promptly execute and deliver any instrument that may be reasonably necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor Landlord and County, subject to all of the terms, covenants and conditions of this Lease.

Landlord shall obtain a subordination, non-disturbance and attornment agreement ("SNDA") from any future lender holding a deed of trust on the Leased Premises on such lender's standard form, subject to such commercially reasonable modifications as the County and such lender shall mutually agree upon; provided that County shall pay as additional rent under this Lease all costs (including reasonable attorneys' fees) incurred by Landlord in connection with County's request to modify any such lender's standard form of SNDA to the extent such costs exceed Three Thousand Dollars (\$3,000.00).

The parties agree that this Lease shall not be recorded among the Land Records of Howard County; however, a memorandum of this Lease reasonably approved by Landlord may be recorded in the Land Records at the County's sole cost (including without limitation, the County's sole responsibility for all taxes, fees and costs in connection with the recordation of any such memorandum of this Lease); provided, however, that the County, at its sole cost, shall release such memorandum of record within ten (10) business days after request therefor after the expiration or earlier termination of this Lease.

22. **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 Landlord at:

MSCI 2006-IQ11 Warwick Way, LLC
c/o Lincoln Property Company
10455 Mill Run Circle, Suite 100
Owings Mills, MD 21117

With a copy to:

LNR Partners, Inc.
1601 Washington Avenue, Suite 700
Miami Beach, Florida 33139
Attn: Director of Real Estate
Fax: (305) 695-5379

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

Chief Real Estate Services Division
Department of Public Works
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043

Chief of Bureau of Facilities
Department of Public Works
Dorsey Building
9250 Bendix Road
Columbia, Maryland 21045

23. **REMEDIES NOT EXCLUSIVE.** No remedy conferred upon either Landlord or 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 Landlord or County as to claims arising under this Lease. Every remedy available to Landlord or County may be exercised concurrently or from time to time, as often as the occasion may arise.

24. **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 or the covenant of any subsequent breach thereof.

25. **PERFORMANCE.** It is agreed that the failure of either Landlord or 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 by Landlord or County.

26. **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.

27. **QUIET ENJOYMENT.** 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 Landlord

28. **ESTOPPEL CERTIFICATE.** Within ten (10) business days following a request in writing by Landlord, County shall execute and deliver to Landlord an estoppel certificate, which, as submitted by 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 Landlord or Landlord's mortgagee or prospective mortgagee or purchaser.

29. **ENVIRONMENTAL REQUIREMENTS.** 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. Landlord acknowledges, however, that 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. 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 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 federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively, "Environmental Laws").

30. **EXCULPATION CLAUSE.** Subject to applicable law, no principal, partner, member, officer, director, or trustee of Landlord (collectively, "Landlord Affiliates") shall

have any personal liability under any provision of this Lease and the County shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by the County against Landlord. Landlord shall have the right to transfer and assign, in whole or in part, the Property or its interest therein, and in such event and upon such transfer, Landlord shall be released from any further obligations hereunder, and County agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

31. **BROKERS.** Landlord and 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 the Lease, except that the County has retained Chartwell Enterprises, LLC as the County's broker ("County's Broker") and Landlord is represented by Lincoln Property Company (collectively, the "Brokers"), 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. Landlord shall pay County's Broker in accordance with the terms of a separate commission agreement entered into between the Landlord and County's Broker. Each party 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 Brokers. Landlord shall pay all commissions earned by and due to the Brokers.

32 and 33 have been deleted

34. **GENERAL**

a. **Governing Law.** The provisions of the Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder.

b. **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.

c. **Recycling Plan.** The Landlord shall use reasonable efforts to facilitate the County's participation in applicable recycling plans and shall collect and properly recycle recyclable materials as part of Operating Expenses.

d. **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.

e. Representations and Warranties. Except as otherwise provided in this Lease, the Landlord hereby represents and warrants to County as of the date of this Lease 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 of this Lease;

(iii) It shall comply with all federal, state and local laws, 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.]

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

g. 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.

h. 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 Landlord or 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. The Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

[Signatures follow on next page.]

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

LANDLORD:

WITNESS/ATTEST:

MSCI 2006-IQ11 WARWICK WAY, LLC
a Delaware limited liability company

By: U.S. Bank National Association,
as Trustee for Morgan Stanley
Capital I Inc., Commercial
Mortgage Pass-Through
Certificates, Series 2006-IQ11, its
sole member

By: LNR Partners, LLC, a
Florida limited liability
company, its Attorney-In-
Fact under that certain
Limited Power of Attorney
dated August 17, 2011

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____ (SEAL)

Name: _____

Title: Vice President

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie Robbins
Chief Administrative Officer

By: _____ (SEAL)
Allan H. Kittleman
County Executive

RECOMMENDED FOR APPROVAL:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky, Director
Department of Finance

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

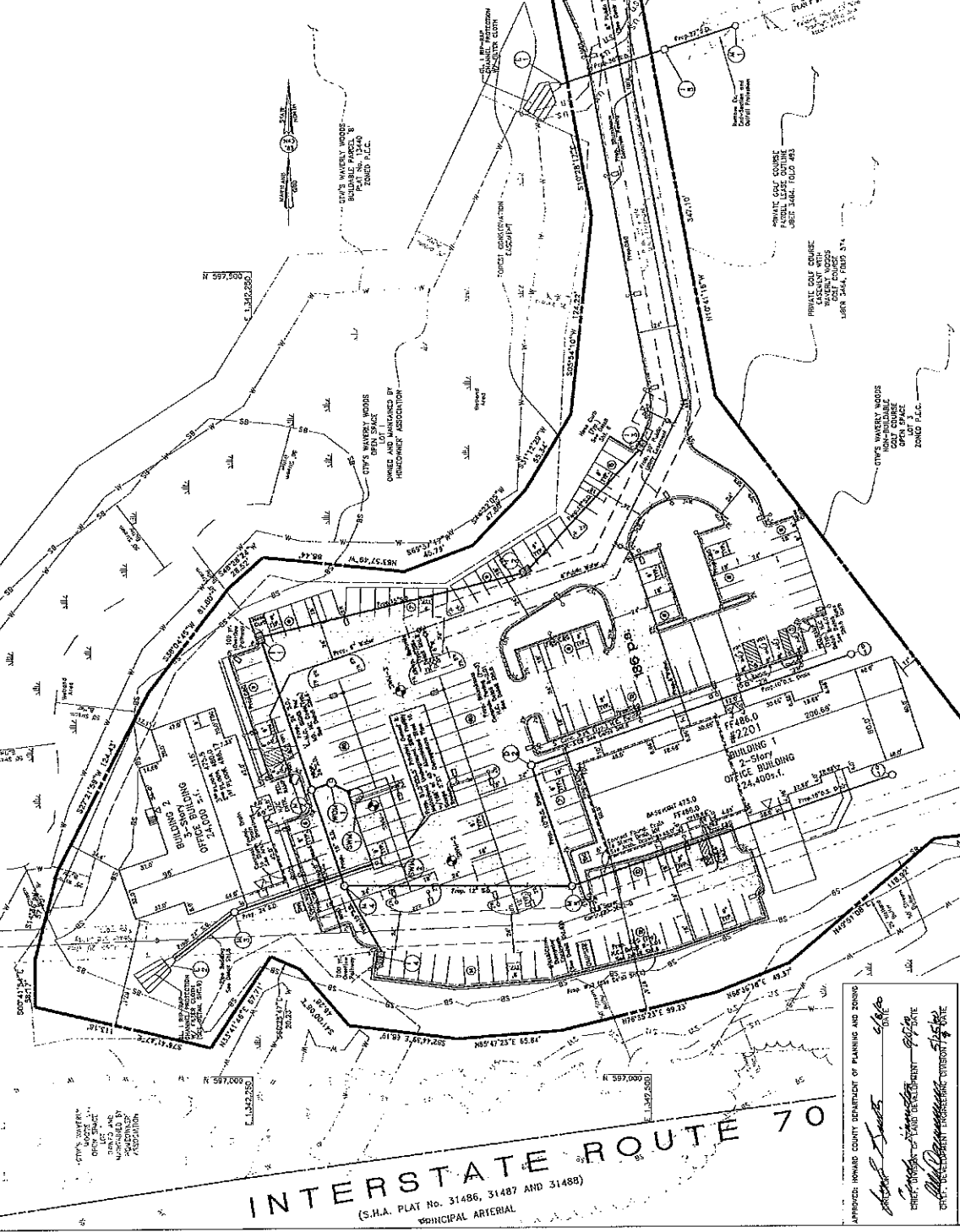
Gary W. Kuc
County Solicitor

Lisa S. O'Brien
Senior Assistant County Solicitor

EXHIBIT A
DEPICTION OF LEASED PREMISES

LEGEND

<p>PIPE COLLAR TRENCH TELEPHONE DUCT DRAINAGE DRAIN SEWER DRAIN SIDE DRAIN SINGLE DRAIN DOUBLE DRAIN TRIPLE DRAIN QUAD DRAIN FIVE DRAIN SIX DRAIN SEVEN DRAIN EIGHT DRAIN NINE DRAIN TEN DRAIN ELEVEN DRAIN TWELVE DRAIN THIRTEEN DRAIN FOURTEEN DRAIN FIFTEEN DRAIN SIXTEEN DRAIN SEVENTEEN DRAIN EIGHTEEN DRAIN NINETEEN DRAIN TWENTY DRAIN</p>	<p>CONCRETE ASPHALT GRAVEL SAND GRAVEL AND SAND GRAVEL AND SAND WITH BITUMEN GRAVEL AND SAND WITH FINE AGGREGATE GRAVEL AND SAND WITH FINE AGGREGATE AND BITUMEN GRAVEL AND SAND WITH FINE AGGREGATE AND BITUMEN AND FIBER GRAVEL AND SAND WITH FINE AGGREGATE AND BITUMEN AND FIBER AND POLYMER GRAVEL AND SAND WITH FINE AGGREGATE AND BITUMEN AND FIBER AND POLYMER AND STABILIZER GRAVEL AND SAND WITH FINE AGGREGATE AND BITUMEN AND FIBER AND POLYMER AND STABILIZER AND EMULSION</p>
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ADDRESS CHART

Sheet No.	2201 Warwick Way, 2110	
Parcel No.	2201	
Area	0.233 ac. 13,536 sq. ft.	
Volume	0.013 cu. ft.	
Permit	PERMIT DISCRETIONARY CHART	
Zone	MS	
Code	MS	
Lot	10	
County	HOWARD COUNTY, MARYLAND	
District	ELECTION DISTRICT - 5	

SITE DEVELOPMENT PLAN

HARKIN'S OFFICE BUILDINGS
 "CITY'S WAVERLY WOODS"
 SECTION 'C'
 #2201 Warwick Way

HOWARD COUNTY, MARYLAND

NO.	REVISIONS	DATE

CONTRACTOR: Highmark, Inc.
 3331 Old Columbia Pike
 Silver Spring, Maryland 20904
 301 (410) 732-3882

OWNER: Waverly Woods Development Corporation,
 614 West Street
 Ocean City, Maryland 21843

DATE: APRIL 24, 2000	DRAWING NO: 2201
SCALE: 1" = 30'	DISTRICT: 5
DESIGNED: D.L.K./K.A.	ZONE: MS
DRAWN: K.A.	
CHECKED: D.L.K.	



APPROVED: HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

DATE: [Signature]

CHIEF: [Signature]

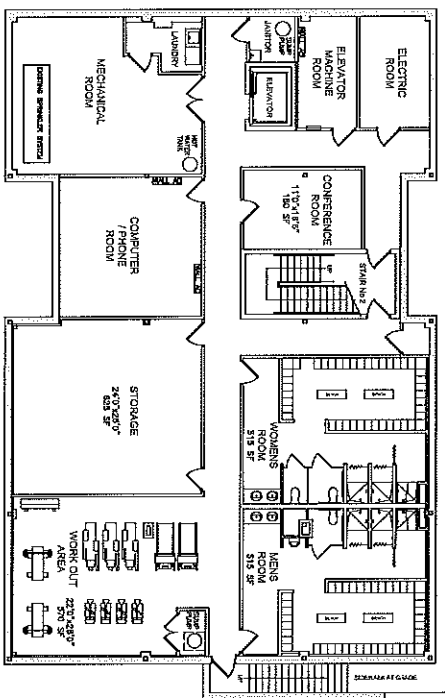
DEPUTY: [Signature]

KCV Engineering Technologies, Inc.
 3104 Timonium Lane, Suite 101
 Baltimore, MD 21244
 (410) 281-4063
 Fax (410) 281-1065
 WWW.KCV-ET.COM

KCV
 ENGINEERING
 TECHNOLOGIES

EXHIBIT B
LANDLORD'S WORK

Tenant Improvements prepared by Architect



**LOWER LEVEL
PROPOSED FLOOR PLAN**
BUILDING NUMBER: 1
SCALE: AS NOTED

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE. FIELD DIMENSIONS MAY VARY SLIGHTLY FROM THIS PLAN.
PARTITION LEGEND
——— EXISTING PARTITION
——— NEW PARTITION



NOORALIAN NELSON & ASSOCIATES, LLC
1100 W. WASHINGTON AVE., SUITE 100
BETHESDA, MD 20814
PH: 301.279.1100 FAX: 301.279.1101
WWW.NNANDASSOCIATES.COM

LINCOLN PROPERTY COMPANY



HOWARD COUNTY FIRE and RESCUE SERVICES

PROJECT ADDRESS:
WAVERLY WOODS
2201 WARWICK WAY
MARIOTTSVILLE, MD 21104

ISSUED / REVISIONS

13 October 2017 Revised per HCRFS COMMENTS

DRAWING TITLE

**LOWER LEVEL
PROPOSED FLOOR PLAN**

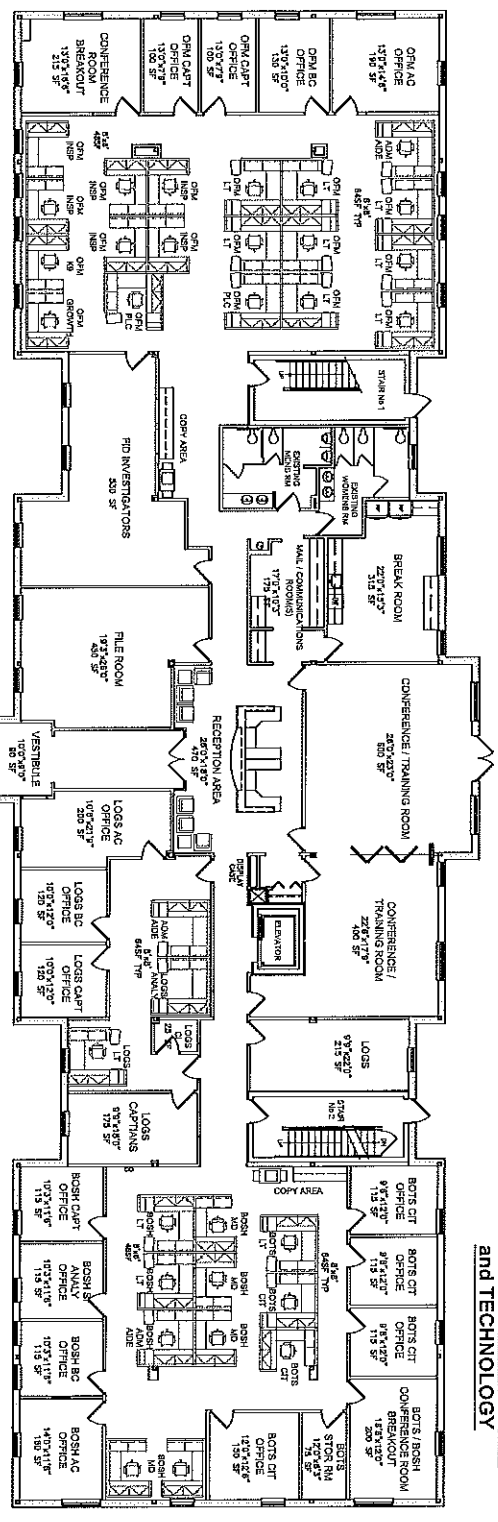
THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE PROPERTY OF ARCHITECTURE PLANNING INTERIOR DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, TRANSMITTED, OR IN ANY MANNER DISSEMINATED WITHOUT THE WRITTEN PERMISSION OF ARCHITECTURE PLANNING INTERIOR DESIGN. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OTHER DEFECTS ARISING FROM THIS DRAWING. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OTHER DEFECTS ARISING FROM THIS DRAWING. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OTHER DEFECTS ARISING FROM THIS DRAWING.

PROJECT No: 1751 DRAWING No: PA-1

DATE INITIALLY ISSUED: SEPT 6, 2017

SCALE: 1"=20'-0"

**BUREAU of INFORMATION
and TECHNOLOGY**



OFFICE of the FIRE MARSHAL

LOGISTICS

BUREAU of SAFETY and HEALTH

**FIRST FLOOR
PROPOSED FLOOR PLAN**

ALL DIMENSIONS AND SQUARE FOOTAGES
ARE APPROXIMATE. FIELD VERIFICATIONS
WILL BE REQUIRED FOR THIS FIRST FLOOR.

SCALE: AS NOTED

PARTITION LEGEND

EXISTING PARTITION

NEW PARTITION

ARCHITECTURE
PLANNING DESIGN

NOORALLIAN NELSON & ASSOCIATES, LLC
1300 G ST, #100
BETHESDA, MD 20814
P: 301.281.2388 F: 301.281.2389

**HOWARD COUNTY
FIRE and RESCUE
SERVICES**

**LINCOLN
PROPERTY
COMPANY**

PROJECT ADDRESS:
**W/AVERLY WOODS
2201 WARWICK WAY
MARIOTTSVILLE, MD 21104**

ISSUED / REVISIONS

13 October 2017 Revised per HCFRS Comments
--

DRAWING TITLE

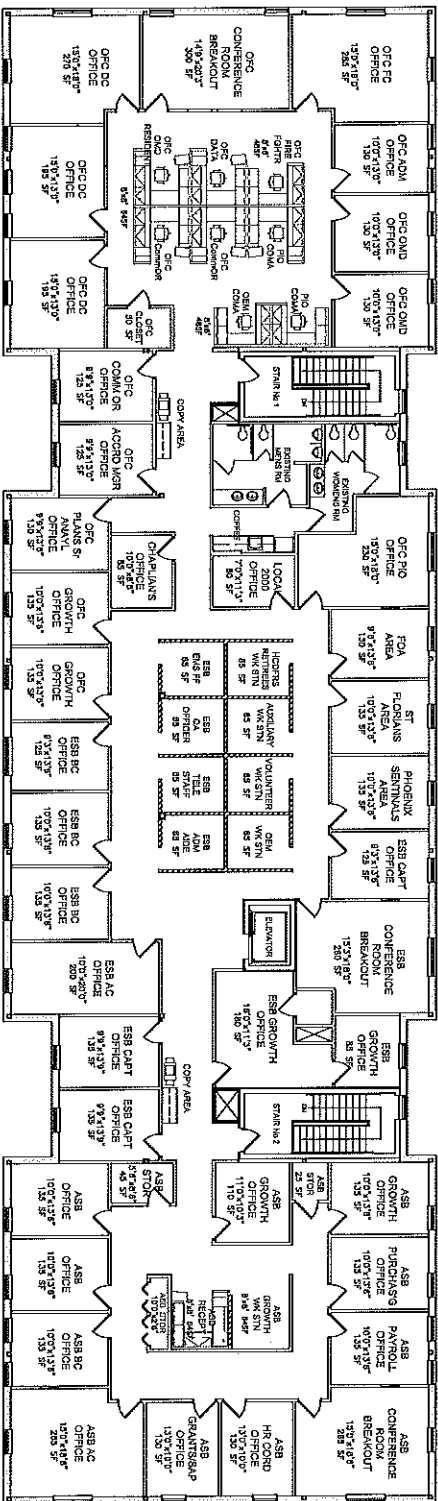
**1st FLOOR
PROPOSED FLOOR PLAN**

PROJECT No: 1751

DATE INITIALLY ISSUED: SEPT 6, 2017

PA-2

SCALE: 1"=20'-0"



OFFICE of the FIRE CHIEF

EMERGENCY SERVICES BUREAU

ADMIN SERVICES BUREAU

OTHER

**SECOND FLOOR
PROPOSED FLOOR PLAN**

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE. FIELD VERIFICATIONS WERE NOT COMPLETED FOR THIS TEST PLAN.

PARTITION LEGEND

EXISTING PARTITION
NEW PARTITION

PROJECT NO: 1751
DRAWING NO: PA-3

DATE INITIALLY ISSUED: SEPT 6, 2017

SCALE: 1"=20'-0"



NOORALIAN NELSON & ASSOCIATES, LLC
ARCHITECTURE PLANNING AND DESIGN
1445 GORHAM SQUARE, SUITE 400, PORTLAND, ME 04102
TEL: 603.733.8888 FAX: 603.733.8889

LINCOLN PROPERTY COMPANY



**HOWARD COUNTY
FIRE and RESCUE
SERVICES**

PROJECT ADDRESS:
**WAVERLY WOODS
2201 WARWICK WAY
MARRIOTTVILLE, MD 21104**

ISSUED / REVISIONS

13 October 2017 Revised per HOFFS COMMENTS

DRAWING TITLE:
**2nd FLOOR
PROPOSED FLOOR PLAN**

Exhibit C

CLEANING SCHEDULE

DAILY

1. Empty all waste baskets and receptacles. Replace soiled liners and transport to dumpster area for removal. Adhere to recycling program. Any spillage is to be cleaned immediately.
2. Dust all uncluttered work surfaces.
3. Vacuum all carpeted traffic areas, if needed.
4. Sweep all resilient tile floor coverings with chemically treated dry mop.
5. Damp mop all resilient tile floor surfaces as required to remove spillage.
6. Clean, disinfect and polish all drinking fountains.
7. Remove all fingerprints, severe or light scuff marks, water marks or stains on floors, doors, walls, and ceilings.
8. Service/clean all restrooms.

WEEKLY

1. Dust high partition ledges and moldings.
2. Detail vacuum all carpeted areas.
3. Spot clean doors and outlet switch plates.
4. Stiff brush or vacuum furniture (to remove lint and dirt).
5. Dust windowsills.

MONTHLY

1. Remove minor carpet stains
2. Dust ceiling vents and grates as required.
3. Spray buff tile floors.
4. Dust window blinds.

SEMI-ANNUALLY

1. Clean interior window glass.
2. Clean light fixtures.

ANNUALLY

1. Polish and wax tile floors. Clean exterior window glass.

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 Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

_____, Director
Department of Finance

Approved for Form and Legal Sufficiency
on this ____ day of _____, 201__:

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:

EXHIBIT E

CERTIFICATE AFFIRMING THE COMMENCEMENT DATE

This Certificate is being provided pursuant to that certain Lease dated as of _____, 201__ (the "Lease") by and between MSC I 2006-IQ11 WARWICK WAY, LLC, a Delaware limited liability company ("Landlord"), and HOWARD COUNTY, MARYLAND, a body corporate and politic ("County"). The parties to the Lease hereby confirm the following:

1. The Commencement Date is _____, 201__.
2. The Initial Term Expiration Date is _____, 20____.

Attached to this Certificate are copies of policies of insurance or certificates thereof as required pursuant to the Lease.

IN WITNESS WHEREOF, Landlord and County have executed this Certificate under seal on _____, 201__.

LANDLORD:

MSC I 2006-IQ11 WARWICK WAY, LLC, a
Delaware limited liability company

By: U.S. Bank National Association, as
Trustee for Morgan Stanley Capital I
Inc., Commercial Mortgage Pass-
Through Certificates, Series 2006-IQ11,
its sole member

By: LNR Partners, LLC, a Florida
limited liability company, its
Attorney-In-Fact under that
certain Limited Power of Attorney
dated August 17, 2011

By: _____ [SEAL]

Name: _____

Its: Vice President

COUNTY:

HOWARD COUNTY, MARYLAND

By: _____ [SEAL]

Name: _____

Title: County Executive

EXHIBIT F

RULES AND REGULATIONS

1. In the event of any conflict between the terms of these rules and regulations and the express provisions of the Lease, the express, applicable provisions of the Lease shall control. County shall provide a copy of these rules and regulations to each of its employees to facilitate compliance with these standards.
2. The sidewalks, walks, plaza entries, corridors, ramps, staircases and elevators of the Building shall not be obstructed, and shall not be used by County, or the employees, agents, servants, visitors or invitees of County, for any purpose other than ingress and egress to and from the Leased Premises. No skateboards, roller skates, roller blades or similar items shall be used in or about the Building.
3. No freight, furniture or other large or bulky merchandise or equipment of any description will be received into the Building or carried into the elevators, if any, except in such a manner, during such hours and using such elevators and passageways as may be approved or designated by Landlord, and then only upon having been scheduled in advance. Any hand trucks, carryalls, or similar equipment used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall reasonably require. Although Landlord or its personnel may participate or assist in the supervision of such movement, County assumes financial responsibility for all risks as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including any equipment, property or personnel of Landlord damaged or injured in connection with carrying out this service for County.
4. County, or the employees, agents, servants, visitors or invitees of County, shall not at any time place, leave or discard any rubbish, paper, articles or object of any kind whatsoever outside the doors of the Leased Premises or in the corridors or passageways of the Building.
5. County shall not place, or cause or allow to be placed, any sign, placard, picture, advertisement, notice or lettering whatsoever, in, about or on the exterior of the Leased Premises, Building or the Land, except in and at such places as may be designated by Landlord and consented to by Landlord in writing. Any such sign, placard, advertisement, picture, notice or lettering so placed without such consent may be removed by Landlord without notice to and at the expense of County. All lettering and graphics on corridor doors shall conform to the building standard prescribed by Landlord. The foregoing restriction on signs shall not apply to signs erected by Tenant for the Parking Spaces shown on Exhibit G.

6. Except for the communications equipment required for its operations within the Leased Premises, County shall not place, or cause or allow to be placed, any satellite dish, computer or microwave receiving equipment, antennae or other similar equipment about or on the exterior of the Leased Premises, Building or the Land. Any such equipment so placed may be removed by Landlord without notice to and at the expense of County.

7. Canvassing, soliciting or peddling in the Building and/or on the Property is prohibited and County shall cooperate reasonably to prevent same.

8. County shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property or for any error with regard to the exclusion from or admission to the Building of any person.

9. Only County employees and qualified, licensed workmen may be employed for repairs, installations, alterations, painting, material moving and other similar work that may be done in or on the Building or the Property.

10. County shall not mark, paint, drill into, or in any way deface any part of the Building or the Leased Premises. No boring, driving of nails or screws, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. It is agreed Howard County Department of Technology and Communications shall have the right to outfit the Building with necessary electrical equipment, and maintain, repair and replace such equipment as set forth in Section 2.b of the Lease. County shall not install any resilient tile or similar floor covering in the Leased Premises, except with the prior approval of Landlord, which approval shall not be unreasonably withheld or delayed.

11. All keys shall be returned to Landlord upon the termination of this Lease and County shall give to Landlord the explanations of the combinations of all safes, vaults and combination locks remaining with the Leased Premises. Landlord acknowledges that Tenant shall be installing its own security system for the Leased Premises in accordance with plans and specifications reasonably approved by Landlord, however, Landlord must be provided with at least one key or access card permitting Landlord access thereto at all times subject to prior notice to the County and if not an emergency endangering the Building, the Landlord shall have a representative of the County on the Leased Premises. All entrance doors to the Leased Premises shall be left closed at all times and left locked when the Leased Premises are not in use.

12. County shall give immediate notice to Landlord in case of known theft, unauthorized solicitation or accident in the Leased Premises or in the Building, or of known defects therein or in any fixtures or equipment, or of any known emergency in the Building.

13. County shall not use the Leased Premises or permit the Leased Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business and not as a service for others without Landlord's prior written permission.
14. No animals or birds shall be brought or kept in or about the Building, with the exception of guide dogs accompanying disabled individuals and or dogs in the employ of any Fire Department or Police Agency located in the State of Maryland
15. No awnings, draperies, shutters or other interior or exterior window coverings that are visible from the exterior of the Building or from the exterior of the Leased Premises within the Building may be installed by County without Landlord's prior written consent.
16. County shall not place, install or operate within the Leased Premises or any other part of the Property any engine, stove, or machinery, or conduct mechanical operations therein, without the written consent of Landlord. Landlord has given consent for County to place exercise machinery in the Building.
17. County shall at all times keep the Leased Premises neat and orderly.
18. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expenses of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the County who (or whose employees or invitees) shall have caused such damage.
19. All tenant modifications resulting from alterations or physical additions in or to the Leased Premises must conform to all applicable building and fire codes. County shall obtain written approval from the management office prior to commencement of any such modifications and shall deliver as built plans to the management office upon completion.
20. County agrees to place all indoor potted plants requiring water within a container capable of collecting any water overflow, such containers to be approved and/or supplied by Landlord, at County's sole expense. County agrees to use caution so that indoor plants do not damage or soil the Leased Premises.
21. Landlord may post the parking lot with signs indicating that any vehicle improperly parked, or parked in any unauthorized parking area on the Property, shall be towed at the vehicle owner's expense. Prior to towing any vehicles parked in violation of these rules and regulations, the Landlord shall notify the County.

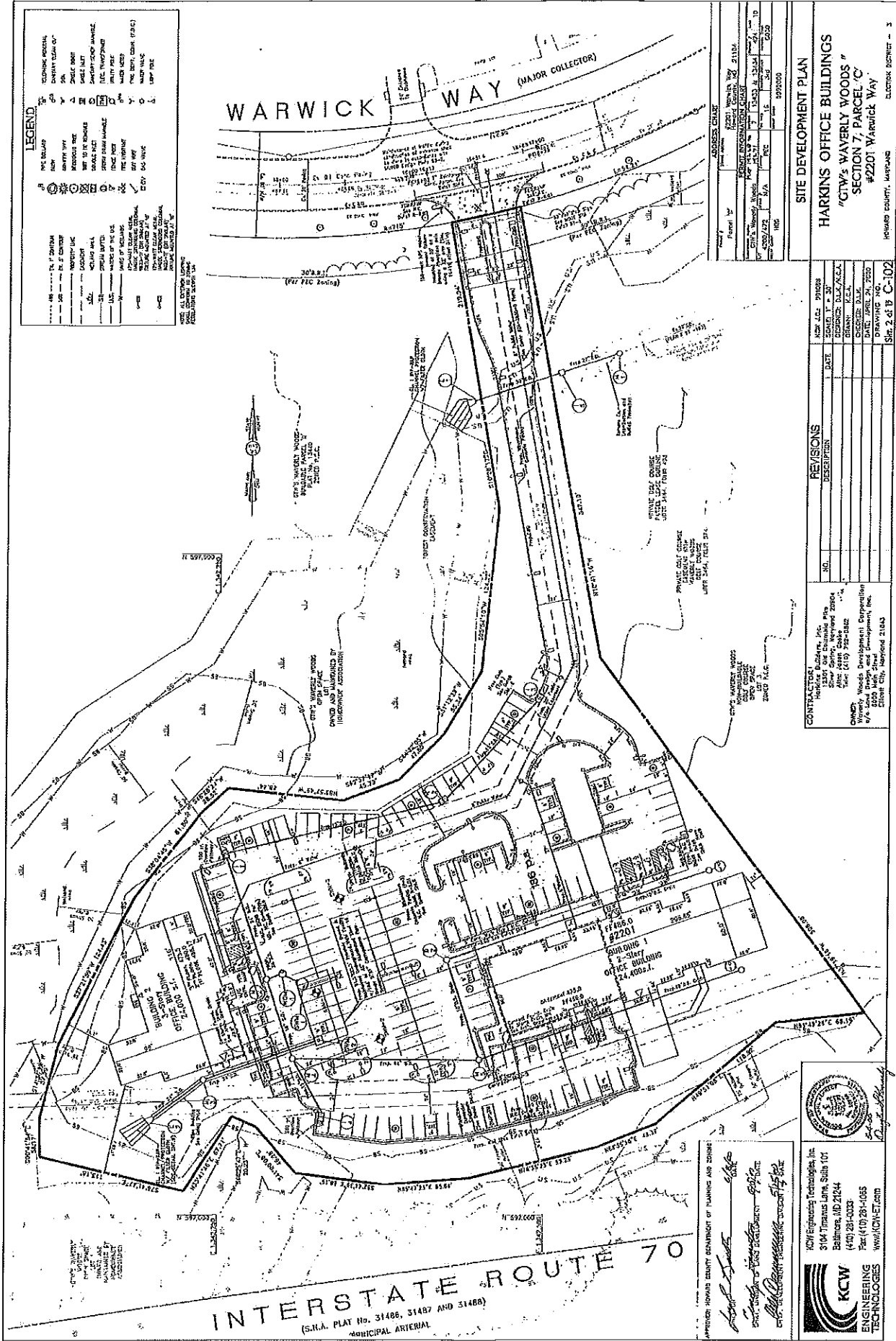
22. Persons using the parking lot do so at their own risk. Landlord shall post the parking lot with said notice. Landlord specifically disclaims all liability, except when caused solely by its gross negligence or willful misconduct, for any personal injury incurred by users of the parking lot, their agents, employees, family, friends, guests or invitees, or as a result of damage to, theft of, or destruction of any vehicle or any contents thereof, as a result of the operation or parking of vehicles in the parking lot.

23. Smoking is prohibited in the Leased Premises, Building and on the Property except in specifically marked areas designated by Landlord.

EXHIBIT G
Parking Spaces Allocated to Tenant

LEGEND

1	PROPERTY LINE
2	ADJACENT PROPERTY
3	EXISTING BUILDING
4	EXISTING DRIVE
5	EXISTING SIDEWALK
6	EXISTING CURB
7	EXISTING DRIVE
8	EXISTING SIDEWALK
9	EXISTING CURB
10	EXISTING DRIVE
11	EXISTING SIDEWALK
12	EXISTING CURB
13	EXISTING DRIVE
14	EXISTING SIDEWALK
15	EXISTING CURB
16	EXISTING DRIVE
17	EXISTING SIDEWALK
18	EXISTING CURB
19	EXISTING DRIVE
20	EXISTING SIDEWALK
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97	EXISTING DRIVE
98	EXISTING SIDEWALK
99	EXISTING CURB
100	EXISTING DRIVE



ADDRESS CHASE

Project No. 2201, Warwick Way, 01062
 Project Name: HARKINS OFFICE BUILDINGS
 Project Location: 2201, Warwick Way, 01062
 Project Date: 08/20/2004
 Project Status: 2201

REVISIONS

NO.	DATE	DESCRIPTION
1	08/20/2004	ISSUE FOR PERMITS
2	08/20/2004	ISSUE FOR PERMITS
3	08/20/2004	ISSUE FOR PERMITS
4	08/20/2004	ISSUE FOR PERMITS
5	08/20/2004	ISSUE FOR PERMITS
6	08/20/2004	ISSUE FOR PERMITS
7	08/20/2004	ISSUE FOR PERMITS
8	08/20/2004	ISSUE FOR PERMITS
9	08/20/2004	ISSUE FOR PERMITS
10	08/20/2004	ISSUE FOR PERMITS
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99	08/20/2004	ISSUE FOR PERMITS
100	08/20/2004	ISSUE FOR PERMITS

CONTRACTOR:
 Harkins Builders, Inc.
 2201, Warwick Way, 01062
 (413) 732-1000

OWNER:
 Harkins Development Corporation
 2201, Warwick Way, 01062
 (413) 732-1000

DATE: 08/20/2004

SCALE: AS SHOWN

PROJECT NO.: 2201

DRAWING NO.: S-102

SHEET NO.: 3

TOTAL SHEETS: 3

APPROVED FOR SUBMITTAL TO THE TOWN ENGINEER:

[Signature]

PROJECT NO. 2201, WARWICK WAY, 01062

KCIW Engineering Technologies, Inc.
 314 Titanium Lane, Suite 101
 Billerica, MA 01824
 (413) 281-0033
 Fax: (413) 281-1065
 www.kciw-et.com

WARWICK WAY (MAJOR COLLECTOR)

INTERSTATE ROUTE 70
 (S.R.A. PLAT No. 31486, 31487 AND 31488)
 MUNICIPAL ARTERIAL

HARKINS OFFICE BUILDINGS
 "GTW'S WAVERLY WOODS"
 SECTION 7, PARCEL 'C'
 #2201, Warwick Way

PERMITS COURT, WARWICK

CLOCKWISE DISTRICT - 3

8/20/04