

Introduced 1/6/2020
Public Hearing 1/21/2020
Council Action 2/3/2020
Executive Action 2/5/2020
Effective Date 2/5/2020

County Council of Howard County, Maryland

2020 Legislative Session

Legislative Day No. 1

Bill No. 04-2020

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

AN ACT pursuant to Section 612 of the Howard County Charter, approving the Lease Agreement between Howard County, Maryland and Micros Systems, Inc. a wholly owned subsidiary of Oracle America, Inc., a Delaware corporation for approximately 32,028 square feet of space at 7031 Columbia Gateway Drive; authorizing the County Executive to enter into the Agreement and to make changes to the Agreement before executing it, under certain conditions; and generally relating to a multi-year lease of certain premises by Howard County from Micros Systems, Inc.

Introduced and read first time January 6, 2020. Ordered posted and hearing scheduled.

By order Diane A. Jones
Diane Schwartz Jones, 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 January 21, 2020.

By order Diane A. Jones
Diane Schwartz Jones, Administrator

This Bill was read the third time on February 4, 2020 and Passed , Passed with amendments , Failed .

By order Diane A. Jones
Diane Schwartz Jones, Administrator

Sealed with the County Seal and presented to the County Executive for his approval this 4th day of February, 2020 at 11:30 a.m./p.m.

By order Diane A. Jones
Diane Schwartz Jones, Administrator

Approved/Vetoed by the County Executive February 5, 2020.

Calvin Ball
Calvin Ball, County Executive

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

1 **WHEREAS**, the County is in need of space for the Department of Police; and

2

3 **WHEREAS**, Micros Systems, Inc. a wholly owned subsidiary of Oracle America,
4 Inc., a Delaware corporation (the “Landlord”) is the owner of approximately 14.567 acres of
5 real property improved with an office building known as 7031 Columbia Gateway Drive (the
6 “Building”) which has approximately 247,624 square feet of leasable space; and

7

8 **WHEREAS**, Howard County would like to lease approximately 32,028 square feet
9 of the Building from the Landlord pursuant to a Lease Agreement (“the Lease”) substantially
10 in the form attached as Exhibit 1 for a term of ten years; and

11

12 **WHEREAS**, certain improvements shall be made to the leased space and the term
13 of Lease shall begin on the date the improvements are substantially completed; and

14

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

18

19 **NOW, THEREFORE,**

20

21 *Section 1. Be It Enacted by the County Council of Howard County, Maryland, that, in*
22 *accordance with Section 612 of the Howard County Charter, it approves the Lease*
23 *Agreement between Howard County, Maryland and Micros Systems, Inc., substantially in the*
24 *form attached as Attachment 1.*

25

26 *Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland,*
27 *that the County Executive is authorized to enter into Lease Agreement in the name of and on*
28 *behalf of the County.*

29

30 *Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland,*
31 *that the County Executive, prior to execution and delivery of the Lease Agreement, may make*

1 *such changes or modifications to the Lease Agreement as he deems appropriate in order to*
2 *accomplish the purpose of the transaction authorized by this Act, provided that such changes*
3 *or modifications shall be within the scope of the transaction authorized by this Act; and the*
4 *execution of the Lease Agreement by the County Executive shall be conclusive evidence of*
5 *the approval by the County Executive of all changes or modifications to the Lease Agreement,*
6 *and the Lease Agreement shall thereupon become binding on the County in accordance with*
7 *its terms.*

8

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

LEASE AGREEMENT

MICROS SYSTEMS, INC.

("Landlord")

HOWARD COUNTY, MARYLAND

("Tenant" or "County")

7031 COLUMBIA GATEWAY DRIVE, COLUMBIA, MARYLAND 20146

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- Exhibit A** - Depiction of Leased Premises
- Exhibit B** - Declaration of Commencement Date
- Exhibit C** - Work Agreement
- Exhibit D** - Determination of Annual Rent for Option Periods
- Exhibit E1** - Non-secured Janitorial Service Area
- Exhibit E2** - Cleaning Schedule
- Exhibit F** - Reserved Parking Area
- Exhibit G** - Form of Subordination, Non-Disturbance and Attornment Agreement
- Exhibit H** - Form of Estoppel Certificate
- Exhibit I** - Rules and Regulations
- Exhibit J** - Milestone Dates

LEASE AGREEMENT

THIS **LEASE AGREEMENT** (the "Lease") is made this ____ day of _____, 20__ (the "Effective Date"), by and between **MICROS SYSTEMS, INC.** a wholly owned subsidiary of **ORACLE AMERICA, INC.**, a Delaware corporation (the "Landlord"), registered with and in good standing with the Maryland State Department of Assessments and Taxation and **HOWARD COUNTY, MARYLAND** (the "County" or "Tenant"), a body corporate and politic.

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

1. **LEASED PREMISES.** Landlord, who by the deed dated July 1, 2014 and recorded among the Land Records of Howard County, Maryland (the "Land Records") at Liber 15669, folio 370, is the owner of approximately 14.567 acres of real property shown as Parcel 671 on Plat Number 13463 in the Land Records and improved with an office building known as 7031 Columbia Gateway Drive (the "Building"). The Building has approximately 247,624 rentable 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 Buildings including the improvements constructed for the County herein (collectively the "Property").

Landlord hereby leases unto County, and County hereby leases from Landlord, a portion of the Building comprising a total of approximately 32,028 rentable square feet of rentable space on the fourth floor of the Building (the "Leased Premises" or "Premises"), as identified on **Exhibit A** attached hereto and incorporated herein. Subject to the terms of this Lease, County shall have the right of access to and use of the Leased Premises twenty-four (24) hours per day, seven (7) days per week during the Term.

2. **TERM.** 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 in accordance with the terms herein (the "Commencement Date"), and end at 11:59 p.m. on the last day of the one hundred twentieth (120th) full calendar month following 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. 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 Bill Number CB____-2020. The Landlord and the County shall execute the Declaration of Commencement Date (the "Declaration") the form of which is attached hereto as **Exhibit B** to confirm, among other things, the Commencement Date, the Initial Term and the Initial Term Expiration Date. The Landlord shall complete and execute the Declaration after the Commencement Date and, if true and correct, County shall execute and return the Declaration to Landlord within ten (10) business days following County's receipt of same; otherwise County shall notify Landlord of its objections to the information contained in the Declaration within such ten (10) business day period. Failure to execute the Declaration shall not affect the commencement or expiration of the Initial Term.

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

b. **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 (such notice, the "Extension Notice") not more than three hundred sixty-five (365) days prior to and not less than two hundred seventy (270) calendar days prior to the expiration date of the then current Term. After proper and timely exercise of the Extension Option by County, all references in this Lease to "Term" shall be considered to mean the Initial Term or Option Period as extended, and all references in this Lease to the expiration date or to the end of the Term shall be considered to mean the termination or end of the applicable Option Period.

c. **Rent.** The Annual Rent rate during the Option Period shall equal the Prevailing Market (hereinafter defined) rate per rentable square foot, as determined in accordance with **Exhibit D** attached hereto.

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 provided in all cases the Tenant Improvements shall remain, unless Landlord notifies County of the requirement for such removal or restoration concurrently with Landlord's approval of the initial Tenant Improvement or any future Alterations (defined in Section 11 below). "Specialty Alterations" shall include but are not limited to vaults, raised floors, bullet proof glass, and any structural work not typically undertaken in typical office space requiring extraordinary demolition costs for the removal. Notwithstanding anything to the contrary in this Lease, County, at County's sole cost and expense, shall, at the expiration of the Term or at the sooner termination thereof by forfeiture or otherwise, remove all the Specialty Alterations and all of County's personal property, repair any resulting damage and restore the Leased Premises to the condition prior to such as existed at the beginning of the tenancy, reasonable wear and tear excepted. If County fails to so remove any of the Specialty Alterations and/or County's personal property prior to the expiration of the Term or earlier termination of this Lease or of County's right to possession, Landlord, at County's sole cost and expense, shall be entitled (but not obligated) to remove such Specialty Alterations and remove and store County's personal property, and County shall pay

Landlord, upon demand, the reasonable expenses and storage charges incurred in connection therewith. Landlord shall not be responsible for the value, preservation or safekeeping of County's personal property. In addition, if County fails to remove County's personal property from the Premises or storage, as the case may be, within ten (10) days after written notice, Landlord may deem all or any part of County's personal property to be abandoned, and title to County's property shall be deemed to be immediately vested in Landlord.

3. RENT.

a. **Annual Rent and Payment.** In consideration for the use of the Leased Premises under the Lease, the County shall pay to Landlord, without deduction or offset whatsoever, in twelve equal monthly installments, an annual rent ("Annual Rent") as shown in the rent schedule below. No additional costs shall be charged to the County for utilities, taxes, insurance, maintenance, replacements, or other costs associated with the operation of the Building except as provided in this Lease. The Annual Rent shall be increased annually at the rate of two and one-half percent (2.5%) after the 1st full twelve (12) calendar months of the Initial Term.

b. **Rent Abatement.** Notwithstanding Section 3(a) above to the contrary, so long as County is not in default beyond any applicable written notice and cure period, County shall be entitled to an abatement of Annual Rent for the second, third, fourth, sixth, seventh and eighth full calendar months of the Initial Term (the "Abatement Periods"). The total amount of Annual Rent abated during the Abatement Periods shall not exceed \$384,336.00 (in the aggregate) and such amount is referred to herein as the "Abated Rent". If County is in default beyond any applicable written notice and cure period at any time prior to the last day of the Abatement Periods, the Annual Rent shall be payable from and after the occurrence of such default as if no abatement of Annual Rent had been contemplated in this Section 3(b). For purposes of this Section 3(b), the Landlord and County agree that the County's delay in achieving any of the milestone dates set forth in **Exhibit J** shall not be a default under this Lease, but may result in Tenant Delay (as defined in the Work Agreement).

c. **Early Access.** Subject to the terms and conditions of this Lease including, without limitation, Section 10, and provided Landlord has received evidence of all insurance coverage required hereunder, County shall be permitted to enter the Premises approximately four (4) weeks prior to the Commencement Date, at County's sole risk, solely for the purpose of installing furniture, fixtures, cabling and other technical infrastructure and equipment in the Premises and construction of County's initial Alterations in accordance with the provisions of this Lease. Such early entry shall be subject to all the terms and provisions of this Lease, except that County shall have no obligation to pay Annual Rent unless County commences business operations in the Premises during such early access period. Landlord may withdraw such permission to enter the Premises prior to the Commencement Date at any time that Landlord reasonably determines that such entry by County is causing a dangerous or disruptive situation for Landlord, County, County's vendors and contractors or other tenants in the Building.

d. **Payment of Monthly Installments of Annual Rent.** Landlord shall invoice the County for each monthly installment of the Annual Rent and shall specify on the invoice the amount due and the Landlord's employer identification number. Upon the receipt of such invoice, the County agrees to pay each monthly installment of the Annual Rent, promptly as and when due. Said rental shall be paid to:

Oracle America, Inc.
 1001 Sunset Boulevard
 Rocklin, CA 95765
 Attn: Lease Administration

in such manner and at such other place or to such appointee of Landlord, as Landlord may from time to time designate in writing.

| Period | Base Rent per square foot | Monthly Installment of Annual Rent Based on 32,028 square feet | Annual Rent Based on 32,028 square feet |
|--|---------------------------|--|---|
| Year 1 (subject to abatement per Section 3(b)) | \$24.00 per square foot | \$64,056.00 | \$384,336.00 (indicates only 6 months of payment because of abatement) |
| Year 2 | \$24.60 per square foot | \$65,657.40 | \$787,888.80 |
| Year 3 | \$25.22 per square foot | \$67,298.84 | \$807,586.02 |
| Year 4 | \$25.85 per square foot | \$68,981.31 | \$827,775.67 |
| Year 5 | \$26.49 per square foot | \$70,705.84 | \$848,470.06 |
| Year 6 | \$27.15 per square foot | \$72,473.48 | \$869,681.81 |
| Year 7 | \$27.83 per square foot | \$74,285.32 | \$891,423.86 |
| Year 8 | \$28.53 per square foot | \$76,142.45 | \$913,709.46 |
| Year 9 | \$29.24 per square foot | \$78,046.02 | \$936,552.19 |
| Year 10 | \$29.97 per square foot | \$79,997.17 | \$959,966.00 |

e. **Late Payment Charge.** Except for the rent due on July 1 of each lease year, if County fails to pay, when due and properly invoiced by Landlord, the monthly installment of Annual Rent or any other sum required by the terms of this Lease to be paid by County, then, the Landlord shall promptly notify the County that the payment

of such amount has not been received and if the County does not remit the amount due within ten (10) days after such notice, Landlord may assess a late payment fee of Five-Hundred Dollars (\$500.00). The Landlord and the County agree that the rent due on July 1 of each lease year may be paid on or before July 20th without penalty, in order to accommodate the start of the new fiscal year of the County, so long as such amount is paid by August 1 of each year. In no event shall the County be subject to interest on any portion of the Annual Rent herein.

4. **INTENTIONALLY DELETED**

5. **DELIVERY OF POSSESSION.** Landlord agrees to deliver to County, and County agrees to accept from Landlord, possession of the Leased Premises on the Commencement Date.

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

a. **Timely Completion of Tenant Improvements.** The Landlord agrees to use good faith commercially reasonable efforts to cause the Tenant Improvements to be Substantially Complete (as defined below) on or before June 1, 2020, subject to Tenant Delay (as defined in the Work Agreement) and Events of Force Majeure (defined below), provided (i) the County achieves its milestones set forth in **Exhibit J**, attached hereto and incorporated herein and (ii) that Landlord shall not be liable for any failure of the Tenant Improvements to be Substantially Complete on or before such date. For purposes of this Lease, the Tenant Improvements shall be considered "Substantially Complete" on the date the partial or final certificate of use and occupancy is issued by the Department of Inspections, Licensing and Permits of Howard County, Maryland. If Landlord encounters delays in delivering possession of the Leased Premises to County, 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 6 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 financial condition (individually or collectively "Events of Force Majeure").

b. **Landlord's Work.** As used herein, the term "Landlord's Work" shall mean the Tenant Improvements to be completed by Landlord under the terms of the Work Agreement and subject to the Tenant Improvement Allowance herein. All of Landlord's Work shall be performed by Landlord and shall comply with all applicable Legal

Requirements, as defined herein. Notwithstanding the foregoing, County shall obtain, at the County's expense, all permits required by the Legal Requirements in connection with the performance of the Landlord's Work (collectively, the "Building Permits"). "Punch list" items, as referred to in this Section 6 are items that will require correction but that will not materially interfere with, or cause a delay to, County's occupancy of the Leased Premises as contemplated herein. Prior to the Commencement Date, Landlord and County shall conduct a joint walk-through to determine the punch list. Landlord agrees to use commercially reasonable efforts to correct all such punch list items within twenty (20) business days from the date of the punch list.

c. **Punch List.** Approximately five (5) business day prior to the delivery of possession of the Leased Premises, Landlord, County, Design Professionals, as further defined in the Work Agreement, and the Contractor shall make an inspection of the Leased Premises to determine whether the construction and installation of the Tenant Improvements has been completed in accordance with the Tenant Plans, as further defined in the Work Agreement, and to prepare a punch list (the "Punch List") of work requiring correction or completion by Contractor. Any disputes between Landlord and County concerning any Punch List item not resolved by Landlord and County shall be decided by the Architect and an independent third-party architect selected by Landlord and reasonably acceptable to County. Except with respect to Latent Defects (hereinafter defined), a failure by County to include on the Punch List any failure of the Tenant Improvements to comply with the Tenant Plans which failure was discoverable upon reasonably diligent inspection and inquiry shall constitute County's acceptance of the Tenant Improvements with such errors or omissions and Landlord shall have no obligation to correct any such errors or omissions in the Tenant Improvements. Landlord shall use commercially reasonable efforts to cause Contractor to correct or complete all Punch List items prior to the delivery of possession of the Leased Premises and no later than twenty (20) business days following date of inspection of the Tenant Improvements. The County shall not be obligated to accept possession of the Leased Premises if the Punch List contains any item or items which would materially and adversely interfere with the use of the Leased Premises for general office purposes.

d. **Tenant Improvement Allowance; Landlord's Obligation.** The Landlord has agreed to provide a Tenant Improvement Allowance for the completion of the Tenant Improvements in the amount of Thirty Dollars (\$30.00) per rentable square foot of the Premises for a total of Nine Hundred Sixty Thousand Eight Hundred Forty Dollars (\$960,840.00) ("Tenant Improvement Allowance"). Landlord (and not the County) shall enter into the contract with Contractor, however, the County shall be liable for all costs in excess of the Tenant Improvement Allowance. The Landlord's Work shall be warranted for a repair and replacement for a period of one (1) year, subject to normal wear and tear and damage caused by County or its agents, employees or invitees. In the event a Latent Defect is discovered by County and written notice thereof is received by Landlord within sixty (60) days following the Commencement Date, Landlord will use commercially reasonable efforts to pursue and seek to enforce any warranties provided by Contractor with respect to such Latent Defect. Notwithstanding the foregoing, in the event a Latent Defect within the HVAC equipment and systems serving the Leased Premises is discovered by County and written notice thereof is received by Landlord

within one hundred eighty (180) days following the Commencement Date or to the extent of any warranties available to the Landlord, Landlord will use commercially reasonable efforts to pursue and seek to enforce any warranties provided by the supplier or contractor with respect to such Latent Defect. As used herein, the term "**Latent Defect**" means any failure of the Tenant Improvements to comply with the Tenant Plans (as the same may have been revised pursuant to the terms of this Work Agreement) in any material respect, which failure was not discoverable with reasonably diligent inspection and inquiry prior to the Commencement Date.

7. **USE.** The County shall use and occupy the Leased Premises for general office use and administrative purposes only (the "Permitted Use"). Subject to compliance with all Legal Requirements, the County's sworn law enforcement officers shall have the right to carry firearms on the Property, and within the Building and Leased Premises.

8. **LAWS AND REGULATIONS.**

a. **Tenant's Compliance with Laws.** The Leased Premises shall be used for the Permitted Use and for no other use whatsoever. The County shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act ("Legal Requirements"), regarding the operation of the County's business and the use, condition, configuration and occupancy of the Leased Premises. In addition, the County, at its sole cost and expense, will promptly comply with any Legal Requirements that relate to the "Base Building" (defined below) and/or any areas of the Building or the Property outside the Leased Premises, but only to the extent such obligations are triggered by the County's use of the Leased Premises (other than for general office use) or Alterations or improvements in the Leased Premises performed by or on behalf of the County. "Base Building" shall mean the structural portions of the Building, the public restrooms and the Building mechanical, electrical, fire/life-safety and plumbing systems and equipment that are not serving the Leased Premises exclusively. The County shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law in connection with the Leased Premises.

b. **ADA Compliance.** Landlord, at its sole cost and expense, shall be responsible for correcting any violations of Title III of the Americans with Disabilities Act with respect to the Common Areas and the existing restrooms within the Premises that are within the core of the Building (the "Core Restrooms"). Landlord's obligation to correct any violations of Title III of the Americans with Disabilities Act with respect to the Leased Premises shall be limited to violations that arise out of the condition of the Leased Premises prior to the construction of the Tenant Improvements and the installation of any furniture, equipment and other personal property of the County. Notwithstanding the foregoing, Landlord shall have the right to contest any alleged violation in good faith, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by Law and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by Legal Requirements. Notwithstanding the foregoing, the County, not Landlord, shall be responsible for the correction of any violations that arise out of or in connection with the

specific nature of the County's business in the Leased Premises (other than general office use) and/or the acts or omissions of the County, its agents, employees or contractors, the County's arrangement of any furniture, equipment or other property in the Premises, any repairs, or alterations performed by or on behalf of the County and any design or configuration of the Leased Premises specifically requested by the County.

c. **General.** To the extent necessary as provided above, Landlord and County shall observe and comply with all Legal Requirements, with respect to the Property, Building and the Leased Premises and the manner in which the Property, Building and Leased Premises are used by Landlord, County and, as applicable, other tenants of the Building.

9. **ASSIGNMENT BY COUNTY.** Subject to the terms and conditions of Section 7 above. County shall have the right to sublet all or any portion of the Leased Premises or to allow any agencies of the state of Maryland, quasi-governmental agencies and non-profits entities serving the citizens of the County to utilize a portion of the Leased Premises from time to time; provided that County obtains Landlord's written consent, such consent not to be unreasonably withheld, conditioned or delayed. Landlord and County agree that it shall be reasonable for Landlord to withhold consent if the proposed assignee or occupant does not provide evidence of the insurance as required hereunder or is not covered by the County's self-insurance. Any net profits after deduction of County's costs, from sublease, excluding downtime, will be shared equally with Landlord. County shall have the right to assign or sublet all or any part of the Leased Premises to any entity that controls or is controlled by County, without the approval of Landlord but upon not less than thirty (30) days prior written notice to Landlord. It is expressly understood by both Landlord and County that any assignment or sublease will not reduce County's obligations to Landlord under the terms and condition of the Lease. Any rent or other consideration realized by County (or any affiliate thereof) in connection with a sublease in excess of the rent payable hereunder (with respect to the space affected by such sublease), after deducting any reasonable brokerage commissions, legal fees and leasehold improvement costs, shall be divided and paid immediately upon receipt thereof 50% to Landlord and 50% to County.

10. **INSURANCE, SUBROGATION AND INDEMNIFICATION.**

a. **County's Self-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, 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 Five Hundred Thousand Dollars (\$2,500,000) combined single limit per occurrence with a Two Million Five Hundred Thousand Dollars (\$2,500,000) 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 and will include a waiver of subrogation in favor of the Landlord.

b. **Landlord's Insurance.** Throughout the term of this Lease, Landlord shall obtain and maintain:

(i) Commercial General Liability insurance (written on an occurrence basis). Such Commercial General Liability insurance shall be in amounts not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate.

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

(i) The County shall ensure that its insurance carriers agree to waive subrogation in the event of a loss. The waiver of subrogation under this paragraph shall apply to County's program of self-insurance in the same manner as if third-party insurers were providing the insurance required under Section 10(a).

(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 reasonable expenses (i) relating to or arising out of County's sole acts or omissions from the use and occupancy of the Leased Premises, or (ii) due to or arising out of any mechanic's lien filed against the Building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to County, which have not been bonded by the County or contested by the County in accordance with the State court procedures. The provisions of this Section shall survive the termination of this Lease for a period of one (1) year with respect to any claims or liability accruing prior to such termination. Nothing contained in this Section 10(c)(ii) or this Lease shall be construed as the County having waived any of the defenses of immunity provided to it under law. As a condition of indemnification, Landlord agrees to notify the County of any suits, claims or potential claims within sixty (60) days of its own notice of such suits, claims or potential claims. The provisions in this subsection 10.c.(ii) shall be applicable to any and all of The County's indemnification obligations in this Lease, including those provided in sections 19 and 30.

11. **ALTERATIONS.** 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 insured and duly licensed contractors or mechanics (which may include duly licensed mechanics employed by the County, subject to Landlord's reasonable approval as provided herein), and in accordance with plans and specifications reasonably approved by Landlord, and at such times and in such manner as Landlord may from time to time reasonably designate.

12. **REPAIRS AND MAINTENANCE.**

a. **Maintenance of Interior of Leased Premises.** County shall maintain, repair and replace the interior of the Leased Premises, all Alterations, the Tenant Improvements, and all mechanical, electrical, plumbing and HVAC systems that are exclusively serving the Premises (including, without limitation, supplemental HVAC units that serve the Premises only, plumbing fixtures within the Premises), so that the Leased Premises remain in good order and condition, ordinary wear and tear excepted. The County shall be responsible for the repair and maintenance of any security system serving the Leased Premises. Subject to Landlord's consent as contemplated in Section 11 above, the County shall, at its own cost, have the right to (i) extend the County's fiber optic service to the Leased Premises; and (ii) attempt to obtain cable service in the County's own name from the current provider of such service to the Building (the "Current Cable Provider"), and (ii) if the Current Cable Provider cannot or will not establish such service to the County, the County may contract with comparable providers to install such service to the Leased Premises, and in either case, all cable and wiring serving the Leased Premises shall be maintained by County and removed at the expiration or earlier termination of this Lease.

b. **Maintenance of Building and Exterior of Leased Premises.** Landlord shall maintain, repair and replace, as applicable, all (i) exterior windows, exterior doors and exterior walls of the Building, (ii) mechanical, electrical and plumbing systems serving the Building in general, HVAC equipment and systems serving the Building in general, (iii) common areas and the roof of the Building, as well as the structure thereof, (iv) the Core Restrooms and the existing drinking fountains that are within the core of the Building; and (v) the parking facilities, private drives and ways and sidewalks, so that the Leased Premises, and the common areas of the Building and the Property remain in good order and repair, reasonable wear and tear excepted. 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; provided, however, to the extent any repairs and maintenance are required due to the negligence or intentional misconduct of the County, the County shall reimburse Landlord for the actual and reasonable cost of such repairs and maintenance.

13. **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 as provided below.

a. **Electricity; Light Bulb Replacement.** Landlord shall furnish the common areas of the Property and the Building, and the Leased Premises, with electricity and the electricity supplied to the Leased Premises shall be suitable for general office space. The cost of County electricity shall be included in the Annual Rent. County electricity shall not exceed "Landlord's Standard Electrical Allocation". Landlord's Standard Electrical Allocation is defined as six (6) watts per usable square foot of the Leased Premises. Notwithstanding the foregoing to the contrary, if Landlord determines that the County's equipment causes County's consumption of electricity to exceed the Landlord's Standard Electrical Allocation, Landlord shall provide notice to the County,

including reasonable supporting detail for such determination, and if excess consumption continues for a period of sixty (60) days after the date of such notice, Landlord shall install a separate electric meter or submeter for the Leased Premises or for the specific equipment causing County's excessive consumption and County shall reimburse Landlord for the cost of the meter or submeter and all excess consumption on a monthly basis within thirty (30) days after demand. County shall have the right to tie-in to the Building's emergency generator for limited use for critical equipment and added life-safety system devices. In addition, Landlord, at Landlord's cost, shall replace light bulbs and ballasts for Building-standard light fixtures within the Leased Premises, so long as bulbs and ballasts are available at commercially reasonable rates.

b. **HVAC**. The Landlord, at Landlord's sole cost and expense, shall provide heating and air conditioning to the entire Leased Premises during business standard hours, which are 8:00 a.m. to 5:00 p.m., Monday-Friday, excluding Federal Holidays ("Business Hours") and in addition, to the Records Management portion of the Premises from 7:00 a.m. to 8:00 a.m. and 5:00 p.m. to 11 p.m., Monday-Friday. 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 Landlord.

c. **Water and Sewer**. Landlord shall maintain and supply adequate water and sewer services for the Building, including without limitation the Leased Premises, to the extent reasonably necessary to comfortably use and occupy the Leased Premises for general office use.

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, cable television, and network services. County and Landlord shall coordinate during the period of Landlord's Work to determine if voice and data and telecommunications service installation should take place during this time. Landlord shall have reasonable approval rights for wiring installation.

e. **Janitorial**. Subject to the terms of Landlord's contract with its existing or future janitorial service company (the "Janitorial Service Provider"), Landlord shall provide janitorial services to the non-secured areas, including, but not limited to the elevator lobby, public corridors and Core Restrooms within the Leased Premises as shown highlighted on **Exhibit E-1** (the "Non-Secured Areas of the Premises") during the County's normal business hours Monday through Friday each week, excluding federal holidays. The agreed upon standards for janitorial services to be provided by Landlord are attached hereto and incorporated herein as **Exhibit E-2**. County, at County's sole cost and expense, shall provide janitorial services to the portions of the Leased Premises outside the Non-Secured Areas of the Premises (the "Secured Areas of the Premises"). Notwithstanding the foregoing, subject to the County obtaining prior written consent from the Janitorial Service Provider, (i) the County, at County's sole cost and expense, shall have the right to perform a background and security check on the Janitorial Service Provider's proposed personnel to service the Secured Areas of the Premises, provided

that Landlord shall not be liable for any failure of any personnel to pass any such investigation, nor shall Landlord be liable for an act or omission of Janitorial Service Provider or its personnel. Thereafter, the County shall have the right, upon thirty (30) days' prior written notice to Landlord, to require Landlord to provide standard janitorial services to the Secured Areas of the Premises, at no additional cost to the County. If Landlord elects to change the Janitorial Service Provider from time to time, Landlord shall provide the County with thirty (30) days' prior written notice, and upon the making of such change, Landlord shall cease providing janitorial service to the Secured Areas of the Premises unless and until the County makes a written request for such services in writing.

f. **Security Systems**. Subject to the provisions of Section 11 above, and in each case subject to Landlord's approval of the equipment and locations and subject to confirmation that any wireless services will not interfere with Landlord's network and other equipment and services, County, at County's sole cost and expense, shall have the right to install (and if installed, County shall, at its sole cost and expense, maintain, repair and replace in good and working order): (i) its own security system and card reader system to the Leased Premises; and to and from the stairwells accessing the Leased Premises; (ii) security cameras in the first floor lobby; and (iii) security cameras in the surface parking lot serving the Building and/or exterior cameras mounted to the Building's façade for monitoring the parking areas and entrances exclusively used for the County. The exterior cameras shall be mounted no higher than the elevation of the bottom of the fifth floor deck of the Building. Landlord, at its sole cost and expense, shall program the elevator to only allow County personnel to access the fourth floor of the Building.

g. **Common Areas**. Except to the extent of damage caused by County (in which case County shall promptly reimburse Landlord for the same), Landlord shall furnish, supply and maintain, repair and replace, as applicable, all common area hallways, light fixtures (including light bulbs), stairways, lobbies, Core Restrooms, Common Area restroom facilities and maintain the Building grounds, parking facilities and other common areas of the Property at its sole cost and expense, in reasonably good and sanitary condition. 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 during Business Hours. The County shall have access to the Building's amenities to the extent provided by the Landlord from time to time for all Building occupants, which may include, but are not limited to, an on-site building engineer to address tenant concerns during building standard hours, café, fitness center, large conference training and conference room located in the north wing of the Building, and any outdoor tenant recreation area; provided Landlord is not obligated to provide such amenities and may discontinue any or all at any time for all Building occupants. Landlord shall furnish County, free of charge, an initial allotment of two hundred (200) access badges for employees and approved guests.

h. **Loss of Service**. 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 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 one (1) business day following Landlord's receipt of notice from the County, then Annual Rent shall abate on a day for day basis as to the portion of the Leased Premises rendered unusable during the period beginning on business day of the interruption and ending on the date the service is restored.

14. **DEFAULT.** If County fails (i) to pay installments of Annual Rent and such failure continues for ten (10) days after Landlord has given written notice to County, or (ii) to perform any other material obligation of County under this Lease and such failure continues for thirty (30) days after Landlord has given written notice to County then, upon the happening of such event Landlord 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 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.

15. **DAMAGE.** In the case of the total destruction of the Leased Premises by fire, other casualties, the elements, or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by County for more than one hundred eighty (180) days (as reasonably determined by Landlord), this Lease, upon surrender and delivery to Landlord by County of the Leased Premises, together with the payment of the Annual Rent to the date of such occurrence and a proportionate part thereof to the date of damage, 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, or the County's access to the Leased Premises, are rendered partly untenable for the County to achieve its mission by any cause mentioned in the preceding sentence, and the Lease is not terminated, Landlord shall, at its own expense, within one hundred eighty (180) days from the date of the damage restore the Leased Premises with reasonable diligence, including without limitation modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, and the rent shall be abated proportionately for the period of said partial untenability and until the Leased Premises are fully restored by 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. In addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the final 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 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.

16. **PARKING AND GROUNDS.** During the Term, County, at no additional charge, shall have the exclusive right to use up to one hundred twenty-eight (128) parking spaces in the parking lot serving the Property, comprised of (a) one hundred eight (108) unreserved parking spaces, (b) twelve (12) overnight unreserved parking spaces for fleet vehicles and (c) eight (8) reserved parking spaces identified with signs indicating such spaces are reserved as illustrated in red on **Exhibit F**, and the right to use the remainder of the parking lot serving the Property.

17. **SIGNS.** Landlord, at County's sole expense, shall provide interior Building standard signage in the Building's lobby directory and/or at the entry door to the Leased Premises. County, at County's sole cost, shall have the non-exclusive right to Building monument signage reasonably acceptable to Landlord on one (1) panel of the monument sign serving the Building (if any from time to time). Unless otherwise directed by Landlord, County shall fabricate any such sign panel, and Landlord shall install the panel on the monument sign, and County shall reimburse Landlord for the cost thereof. County shall have no other signage rights. Any installation of signs shall be subject to any Legal Requirements and to any other requirements reasonably imposed by Landlord. County shall remove all such signs by the expiration or any earlier termination of this Lease, and repair any injury or defacement caused by such installation or removal.

18. **LANDLORD'S RIGHT OF ENTRY.** Provided that an employee of the County (including emergency personnel) is present (or has the opportunity to be present, except in case of an emergency) on the Leased Premises the Landlord, and its agents, servants, and employees, including any building engineer, builder or contractor employed by Landlord, shall have, upon reasonable advance notice to County except in case of emergency, the right, license and permission, at any and all reasonable times, (i) to inspect the Leased Premises for maintenance and repair, (ii) to make any alteration,

improvement or repair to the Leased Premises, or (iii) to show the Leased Premises to any prospective purchasers, mortgagees and/or tenants. Notwithstanding the foregoing, except in case of emergency, (a) Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall use commercially reasonable efforts not to interfere with the business or operations of County, and (b) if County is conducting sensitive, confidential matters, or case work at the time planned for an entry by Landlord or anyone acting by, through or under Landlord, then Landlord shall reschedule such entry with County to a mutually agreeable date and time.

19. **EXPIRATION.** If County fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a month-to-month tenancy. County's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and County shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the Annual Rent due for the period immediately preceding the holdover. No holdover by County or payment by County after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, County shall indemnify, defend, protect and hold Landlord harmless from and against any and all loss, cost, damage or liability, including, without limitation, consequential damages that are limited to the loss or damage Landlord suffers or incurs as a result of the holdover in the form of lost rent, penalties owed by Landlord to other tenants due to late delivery of the Leased Premises, and/or holdover rent and other costs incurred at other locations due to Landlord's inability to access the Leased Premises for its own purposes. No provision of this Section 19 shall be construed as providing County with the right to hold over.

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 or State agency, 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.** Landlord represents that there is no ground lease, mortgage or secured debt encumbering the Leased Premises as of the Effective Date. Notwithstanding the foregoing, if the Leased Premises are encumbered by any ground lease, mortgage or secured debt in the future, Landlord shall use its commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement, in substantially the form of **Exhibit G** attached hereto and incorporated herein (the "SNDA"); provided failure to obtain such SNDA shall not be a default by Landlord hereunder. The Landlord and County agree that this Lease shall not be recorded; however a memorandum of this Lease may be recorded among the land

records of Howard County at the County's cost, which cost will include any applicable transfer and recordation taxes and fees.

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:

Micros Systems, Inc.
c/o Oracle Corporation
1001 Sunset Boulevard
Rocklin, CA 95765
Attn: Lease Administration

with a copy to:

Micros Systems, Inc.
c/o Oracle Corporation
500 Oracle Parkway, Box 50P7
Redwood Shores, CA 94065
Attn: Legal Department

or at such other address as Landlord may designate by notice to County.

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

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

and to:

Chief of Bureau of Facilities
Department of Public Works
9200 Berger Road
Columbia, Maryland 21046

or at such other address as County may designate by notice to Landlord.

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 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 fifteen (15) 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 H** 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 Legal Requirements, including all Environmental Laws (defined below), shall not itself 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. **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 ("**Chartwell**"), and that the Landlord has retained Cresa Global, Inc. as the Landlord's broker ("**Cresa**") 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 Chartwell in accordance with the terms of a separate commission agreement entered into between the Landlord and Chartwell. 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 Chartwell and Cresa.

31. **GENERAL.**

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

b. **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 ensure and facilitate the County's participation in applicable recycling plans and shall collect and properly recycle recyclable materials.

d. **Retention of Records.** The Landlord shall retain and maintain all electrical records and documents relating to this Lease for three years after final payment by the County hereunder or for such time period specified under any applicable statute of limitations, whichever is longer, and shall make said records available for inspection and audit by authorized representatives of the County or its designee, at all reasonable times.

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

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

(ii) To Landlord's knowledge, 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

(iii) Except as set forth in this Lease, Landlord shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of Landlord's obligations under this Lease.

f. **Addendum**. Each of County and Landlord agrees to fully complete, execute and/or comply with the exhibits, 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 by Landlord and County.

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 (unless the context requires otherwise), (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.

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

j. **Counterparts**. This Lease may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Lease shall be fully executed when each party whose signature is required has signed and delivered to each of the parties at least one counterpart, even though no single counterpart contains the signatures of all parties hereto.

k. **OFAC**. County represents and warrants to Landlord, and agrees, that each individual executing this Lease on behalf of County is authorized to do so on behalf of County and that the entity(ies) or individual(s) constituting County or which may own or control County or which may be owned or controlled by County are not and at no time will be (i) in violation of any Legal Requirements relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets

Control at its official website, <https://www.treasury.gov/ofac/downloads/sdnlist.pdf> or any replacement website or other replacement official publication of such list.

32. INTENTIONALLY DELETED.

33. RIGHT OF FIRST OFFER.

a) County shall have one-time right of first offer, following the Commencement Date, with respect to any space that comes Available for Lease on the second floor of the Building (the "Offering Space"). Offering Space shall be deemed to be "Available for Lease" as follows: (i) with respect to any Offering Space that is under lease from time to time to third parties, such Offering Space shall be deemed to be Available for Lease when Landlord has determined that such third party will not extend or renew the term of its lease for the Offering Space and that Landlord is ready to market such space for lease to third parties, or (ii) with respect to any Offering Space that is not under lease, such Offering Space shall be deemed to be available when Landlord has determined that Landlord is ready to market such space for lease to third parties. Within a reasonable time after Landlord has determined that a particular portion of the Offering Space is Available for Lease (but prior to leasing such portion of the Offering Space to a third party), Landlord shall advise County in writing (the "Advice") of the terms including Annual Rent, etc. under which Landlord is prepared to lease the Offering Space to County for the remainder of the Term on an "as-is" basis, for a term that is specified in the Advice. County may lease such portion of the Offering Space in its entirety only, under such terms, by delivering written notice of exercise to Landlord ("Notice of Exercise") within thirty (30) days after Landlord's delivery of the Advice, except that County shall have no such right of first offer and Landlord need not provide County with an Advice, if:

(i) County is in default (after Landlord's giving of any applicable notice and the passage of any applicable cure or grace period) under this Lease at the time Landlord would otherwise deliver the Advice; or

(ii) any portion of the Premises is sublet at the time Landlord would otherwise deliver the Advice; or

(iii) this Lease has been assigned prior to the date Landlord would otherwise deliver the Advice; or

(iv) County is not occupying the Premises on the date Landlord would otherwise deliver the Advice; or

(v) the Offering Space is not intended for the exclusive use of County.

b) The term for the Offering Space shall commence upon the later of the commencement date stated in the Advice and the date Landlord delivers the Offering Space to County and thereupon such Offering Space shall be considered a part of the Premises, provided that all of the terms stated in the Advice (including the Annual Rent rate) shall govern County's leasing of the Offering Space and only to the extent that they

do not conflict with the Advice, the terms and conditions of this Lease shall apply to the Offering Space. Unless otherwise specified in the Advice, the Offering Space shall be accepted by County in its condition and as-built configuration existing on the earlier of the date County takes possession of the Offering Space or as of the date the term for such Offering Space commences.

c) If the County does not deliver to Landlord its Notice of Exercise within thirty (30) days after Landlord's delivery of the Advice, Landlord shall thereafter be able to lease the Offering Space to others upon such terms and conditions as Landlord may determine in its sole discretion.

34. LIMITATION OF LIABILITY; LANDLORD'S TRANSFER. Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and of any successor Landlord) to County shall be limited to the equity interest of Landlord in the Building. County shall look solely to Landlord's equity interest in the Building (limited as described above) for the recovery of any judgment or award against Landlord. Neither Landlord nor any of its directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees shall be personally liable for any judgment or deficiency, and neither Landlord nor any of its directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees shall be liable for consequential or special damages. Before filing suit for an alleged default by Landlord, County shall give Landlord and the Mortgagee(s) of whom County has been notified hold mortgages on the Property, Building or Premises, notice and reasonable time to cure the alleged default; however, if Landlord's failure to comply cannot reasonably be cured within thirty (30) days, Landlord or any mortgagee shall be allowed additional time (not to exceed ninety (90) days) as is reasonably necessary to cure the failure or, provided that Landlord (as opposed to Landlord's mortgagee) will not be afforded such extra time unless: Landlord commences to cure the failure within thirty (30) days. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and upon such transfer Landlord shall be released from any further obligations hereunder, and County agrees to look solely to the successor in interest of Landlord for the performance of such obligations.

35. EXCEPTED RIGHTS. This Lease does not grant any rights to light or air over or about the Building except expressly as stated herein. Except as expressly set forth in this Lease and except for reasonable access to install, connect and maintain County's telecommunications system, satellite dishes, antenna systems and computer networks in accordance with Landlord's reasonable guidelines, Landlord excepts and reserves exclusive to itself the use of: (a) roofs, (b) telephone, electrical and janitorial closets, (c) equipment rooms, (d) rights to the land and improvements below the floor of the Premises, (e) the improvements and air rights above the Premises, (f) the improvements and air rights outside the demising walls of the Premises, and (g) the areas within the Premises used for the installation of utility lines and other installations serving all occupants of the Building. Landlord has the right to change the Building's name or address. Landlord also has the right to make such other changes to the Property and Building as Landlord deems reasonably appropriate (including the right to add additional

floors to the Building or to reduce the size of the Building), provided the changes do not materially affect County's ability to use the Premises and provided Landlord uses commercially reasonable efforts to minimize interference with County's use of the Premises. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord's employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include, without limitation, electrical interruptions, hurricanes and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle County to an abatement or reduction of rent. Landlord reserves the right to temporarily reduce County's allocation of parking spaces as required during modifications to the Property provided that Landlord use commercially reasonable efforts to reduce the duration and quantity of the reduction.

36. **RULES AND REGULATIONS.** The County shall comply with all rules and regulations of the Building attached hereto as **Exhibit H** and such other rules and regulations as Landlord may reasonably adopt. To the extent of any conflict between the terms of this Lease and any rules and regulations, the terms of this Lease shall control.

37. **REVOCABLE OFFER TO LEASE.** In order to accommodate the County's approval schedule for this Lease, Landlord has agreed to submit a signed counterpart of this Lease to the County prior to the County's execution. The submission of this signed counterpart is an offer by Landlord to enter into this Lease, which offer may be accepted by the County by execution of this Lease, without any changes except to complete the County Bill reference number in Section 2 above, and delivery of the fully executed Lease to Landlord on or before 5:00 P.M. Eastern time on March 6, 2020 (the "Outside Acceptance Date"). If this Lease is not approved by the County Council of Howard County, executed and delivered to Landlord by the Outside Acceptance Date or if the County purports to make any changes except to Section 2 as provided above, or attempts to condition its acceptance of Landlord's offer to Lease in any way, then (i) Landlord's offer to enter into the Lease shall be automatically withdrawn; (ii) Landlord's counterpart of the Lease shall be returned to Landlord by the County, (iii) the Parties shall have no obligations under this Lease.

[Remainder of Page Intentionally Blank.]

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

LANDLORD:

WITNESS/ATTEST:

MICROS SYSTEMS, INC.,
a Delaware corporation

By: _____ (SEAL)

Name: _____

Title: _____

[Signatures continue on next page]

COUNTY:

HOWARD COUNTY, MARYLAND

WITNESS/ATTEST:

Lonnie Robbins
Chief Administrative Officer

By: _____ (SEAL)
Calvin Ball
County Executive

RECOMMENDED FOR APPROVAL:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

James M. Irvin, 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

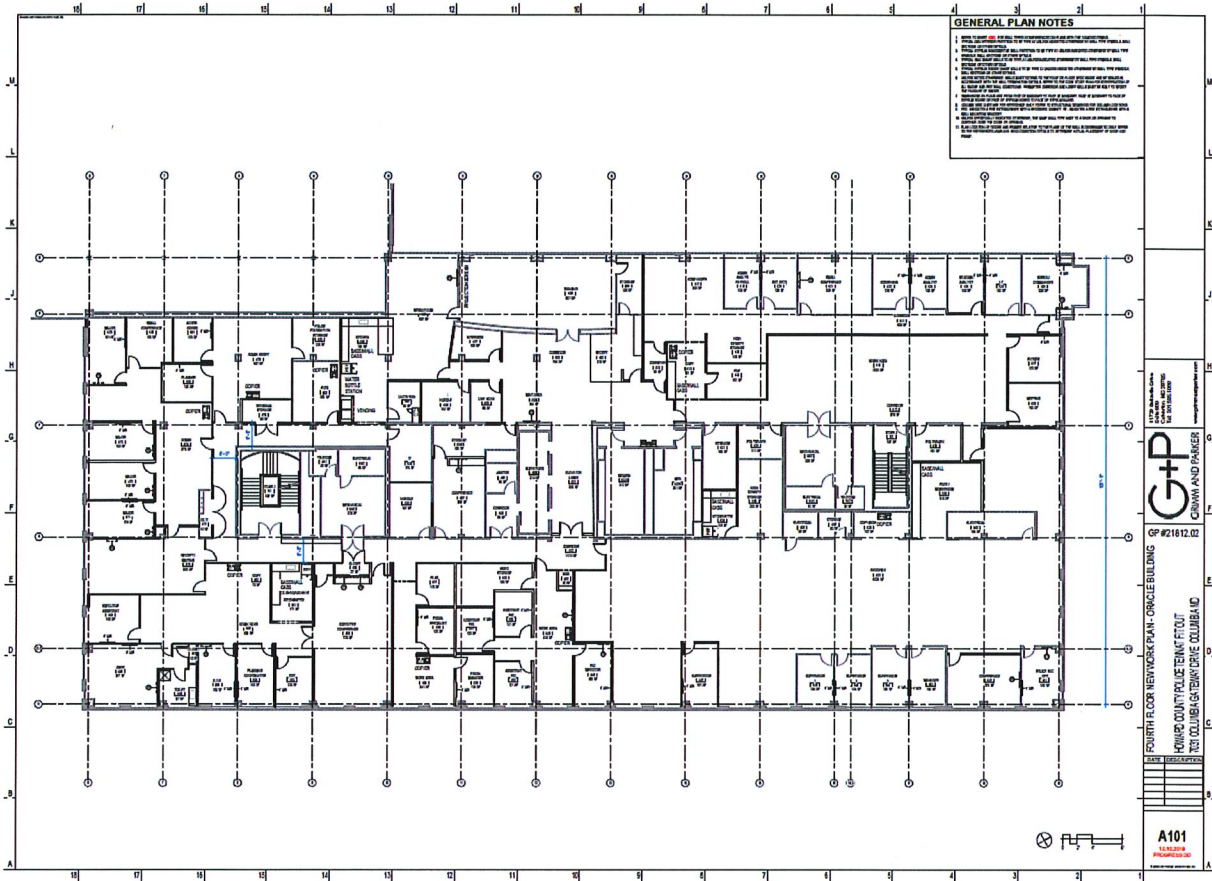


EXHIBIT B
DECLARATION OF COMMENCEMENT DATE

This Declaration of Commencement Date is made as of _____, 20__, by **MICROS SYSTEMS, INC.**, a Delaware corporation ("Landlord"), and **HOWARD COUNTY, MARYLAND** ("County"), who agree as follows:

1. Landlord and County entered into a Lease Agreement dated _____, 2019 (the "Lease"), in which Landlord leased to County, and County leased from Landlord, certain Leased Premises described therein in the office building located at 7031 Columbia Gateway Drive (the "Building"). All capitalized terms herein are as defined in the Lease.

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

- a. the Commencement Date of the Lease is _____, 20__;
- b. the Initial Term Expiration Date of the Lease is _____, 20__;

and

c. the number of rentable square feet of the Leased Premises is 247,624.

3. County confirms that:

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

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

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

4. The provisions of this Declaration of Commencement Date shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, and to all mortgagees of the Building, subject to the restrictions on

assignment and subleasing contained in the Lease, and are hereby attached to and made a part of this Lease.

LANDLORD:

MICROS SYSTEMS, INC.,
a Delaware corporation

By: _____ (SEAL)
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

COUNTY:

HOWARD COUNTY, MARYLAND

By: _____ (SEAL)
Calvin Ball
County Executive

RECOMMENDED FOR APPROVAL:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

James M. Irvin, 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 C
WORK AGREEMENT

Capitalized terms not otherwise defined in this Work Agreement shall have the meanings set forth in the Lease. In the event of any conflict between the terms of this Work Agreement and the other terms of the Lease, the terms of the Lease, including without limitation Section 6 of the Lease, shall prevail. The Landlord and County acknowledge that (i) Landlord has agreed to engage Contractor to perform the County Improvements as an accommodation to County, and (ii) Landlord has agreed to provide a Tenant Improvement Allowance of Nine Hundred Sixty Thousand Eight Hundred Forty Dollars (\$960,840.00); and (iii) County is responsible for any cost overage in excess of the amount of the Tenant Improvement Allowance. The Landlord agrees to use good faith commercially reasonable efforts to cause the Tenant Improvements to be Substantially Complete on or before June 1, 2020, subject to Tenant Delay (as defined in the Work Agreement) and Events of Force Majeure, provided (i) the County achieves its milestones as set forth in **Exhibit K** and (ii) that Landlord shall not be liable for any failure of the Tenant Improvements to be Substantially Complete on or before such date.

A. TENANT IMPROVEMENTS. Subject to the terms of this Work Agreement, Landlord shall furnish and install in the Leased Premises in accordance with the terms of this Work Agreement, the improvements set forth in the Tenant's Plans (hereinafter defined) which shall have been approved by County in accordance with Paragraph B below (the "Tenant Improvements"). The Tenant Improvements shall utilize the Building standard materials and comply with the Building standards for construction set forth on Schedule C-1 attached hereto (collectively, the "**Building Standards**"). Except as otherwise set forth herein, the costs of all space planning, and architectural and engineering work for or in connection with the Tenant Improvements, including without limitation all drawings, plans, specifications, permits or other approvals relating thereto, and all insurance, bonds and other requirements and conditions hereunder, and all costs of demolition and construction shall be paid for by County, subject to the application of the Tenant Improvement Allowance in accordance with the terms of this Work Agreement. Subject to Section 3(c) of the Lease, Landlord shall direct its contractors to reasonably coordinate with the County for the County's installation (subject to the terms of the Lease) of telecommunications, fiber, and security systems, at County's expense, and for the delivery of the County's furnishings for the Leased Premises.

B. LANDLORD'S WORK. Landlord's Work shall include all construction elements needed to provide access to the Premises in accordance with the Americans with Disabilities Act and other elements that may be required to bring the Leased Premises in compliance with the Legal Requirements, to be reflected in the Tenant Plans.

C. PLANS AND SPECIFICATIONS

1. Design Intent Plan. The County shall provide the Landlord with a space concept plan for the Leased Premises (the "**Design Intent Plan**") showing, inter alia, the layout of the Leased Premises upon completion of the Tenant Improvements, and certain materials, finishes and architectural details to be included in the Tenant Improvements

(to the extent such materials and finishes are reasonably available), which Design Intent Plan may be embellished by the Tenant's Architect, Grimm & Parker (the "Architect"), who shall be licensed to practice in the state of Maryland. The final Design Intent Plan shall be subject to Landlord's prior written approval.

2. Architect. Based on the Landlord-approved Design Intent Plan, the County shall hire the Architect, together with the Engineers (hereinafter defined), to design the Tenant Improvements and prepare the Construction Documents (hereinafter defined) consistent with the approved Design Intent Plan. The parties expressly acknowledge and agree that, unless expressly provided to the contrary in the Design Intent Plan with respect to particular components of the Tenant Improvements, all Tenant Improvements depicted in the Construction Documents shall be in conformance with the Building Standards. The cost of preparation of the Construction Documents shall be borne by the County. The plans and drawings to be prepared by the Design Professionals (hereinafter defined) shall be known collectively as the "**Construction Documents.**"

3. Engineers. County shall cause the Architect to retain the services of engineering firm NV5, as required and requested by the Landlord, a firm familiar with the building (the "**Engineers**"; and, together with the Architect, the "**Design Professionals**") to: (i) design the type, number and location of all mechanical systems in the Leased Premises, including without limitation the heating, ventilating and air conditioning system therein, and to prepare all of the mechanical plans; (ii) assist with the electrical design of the Leased Premises, including the location and capacity of light fixtures, electrical receptacles and other electrical elements, and to prepare all of the electrical plans; (iii) assist with plumbing-related issues involved in designing the Leased Premises and to prepare all of the plumbing plans; and (iv) prepare the fire suppression and life-safety systems for the Leased Premises.

4. County Review and Approval. County acknowledges and agrees that the Tenant Improvements shall be designed and constructed in conformity with the Design Intent Plan and the Building Standards or other comparable materials approved by Landlord and which are readily available in the Baltimore metropolitan area.

5. Landlord's Approval. Landlord's approval of the Construction Documents (including revisions thereto) shall not be unreasonably withheld, conditioned or delayed so long as such documents reflect a logical extension of the approved Design Intent Plan. Landlord shall note with reasonable particularity those items, if any, shown on the Construction Documents which are not acceptable to Landlord. Notwithstanding that any Construction Documents are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance that may be rendered to County by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Documents.

6. Tenant Plans. The Construction Documents, once approved by Landlord and County in accordance with the terms of this Section C and as may be thereafter

modified by Landlord-approved Change Orders and to comply with applicable Legal Requirements, are referred to collectively as the “**Tenant Plans.**”

D. CHANGES TO TENANT PLANS

1. Change Order. Any and all changes to the Tenant Plans or Tenant Improvements requested by County shall be in writing (each a “**Change Order**”). All Change Orders shall be subject to the prior approval of Landlord, which approval may be withheld by Landlord in its reasonable discretion.

2. Change Order Statement. Upon County’s written request made at the time County requests any Change Order, Landlord shall deliver to County a written statement (“**Change Order Statement**”) specifying (a) the estimated increase in the cost of Tenant Improvements resulting from a Change Order, as reasonably determined by Landlord, and (b) any delay in the anticipated date of substantial completion of the Tenant Improvements resulting from such Change Order. Within three (3) business days following Landlord’s delivery of a Change Order Statement to County, County shall provide Landlord with written notice electing to either (a) reaffirm County’s request for the Change Order, or (b) revoking its request for the Change Order. County’s failure to respond to Landlord within the foregoing three (3) business day period may, at Landlord’s election, be deemed a revocation by County of its request for the Change Order. If County reaffirms County’s request for a Change Order within such three (3) business day period, Landlord shall have the right to proceed with the work in such Change Order and County shall be responsible for any and all costs and delays associated with such Change Order; provided, however, County hereby acknowledges and agrees that the Change Order Statement (i) represents Landlord’s good-faith estimate of the costs and delays associated with any Change Order, (ii) is provided solely as an accommodation to County, and (iii) shall not be deemed to limit County’s responsibility for all costs and delay associated with any Change Order regardless of whether such costs and/or delay exceed the costs and/or delay set forth in the Change Order Statement.

3. Change Order Costs and Delays. Landlord shall not be responsible for delay in occupancy by County, nor shall the Commencement Date be delayed, because of any delay caused by Change Orders (whether or not such Change Order is approved by Landlord, or revoked (or deemed revoked) by County). County shall be solely responsible for all costs and expenses associated with any Change Order (subject to application of the Tenant Improvement Allowance), and for any and all delay resulting therefrom, including without limitation costs or expenses relating to (i) any additional architectural or engineering services and related design expenses, (ii) any changes to materials in process of fabrication, (iii) cancellation or modification of supply or fabricating contracts, or (iv) removal or alteration of work or plans completed or in process. All such costs and expenses shall be deemed Construction Costs. Landlord’s Owner/Contractor Agreement shall stipulate no greater than a combined 10% markup on Change Orders to cover Overhead and Profit (which amount is separate from the CM Fee (defined below)).

E. COST OF TENANT IMPROVEMENTS

1. **Construction Costs.** All costs of design and construction of the Tenant Improvements, including without limitation the costs of all space planning, architectural and engineering work related thereto, all governmental and quasi-governmental approvals and permits required therefor, all construction costs, contractors' overhead and profit, insurance and other requirements, costs associated with any Change Orders, and all other costs and expenses incurred in connection with the Tenant Improvements (collectively, "**Construction Costs**"), shall be paid by County, subject, however, to the application of the Tenant Improvement Allowance as set forth herein. Notwithstanding the foregoing to the contrary, Construction Costs shall not include, and County shall not be liable for the payment of costs incurred by Landlord to cure any violation of Legal Requirements as in effect and enforced as of the Effective Date.

2. **Tenant Improvement Allowance.** Landlord agrees to grant County an improvement allowance ("**Tenant Improvement Allowance**") in the amount of Nine Hundred Sixty Thousand Eight Hundred Forty Dollars (\$960,840.00) (or \$30.00 per rentable square foot of the Leased Premises), to be applied only against the Construction Costs as provided in this Work Agreement.

3. **Costs Exceeding Tenant Improvement Allowance.** All Construction Costs in excess of the Tenant Improvement Allowance, including \$5.00 per rentable square foot project management fee payable to Landlord (the "CM Fee") shall be paid by County (or at Landlord's option, deducted from the Tenant Improvement Allowance).

4. **Excess Tenant Improvement Allowance.** If the Tenant Improvement Allowance exceeds the Construction Costs, County shall have no rights to any such excess.

F. CONSTRUCTION

1. **Contractor; Bid Package.** Landlord shall prepare a bid package (the "**Bid Package**"), requiring a competitive bid format developed by Landlord and reasonably acceptable to County, that provides for the parties' ability to easily identify and understand all material cost elements of the bid responses, including without limitation subcontractor costs, add alternates and deducts, long lead items, clarifications, exclusions, general conditions, fees and change order mark up, appropriate insurance coverage, and will contain such other requirements as County may reasonably request or as Landlord in its reasonable discretion shall determine. The bid package shall require warranties of workmanship and supplies of no less than one (1) year shall be required and inure to the benefit of the County and Landlord. The Landlord shall endeavor to solicit bids from at least three (3) licensed contractors. The Landlord will review proposed contractors with County for approval prior to issuance of the RFP, such approval shall not be unreasonably withheld. The Landlord select the successful bidder for the contract for construction of the Tenant Improvements (the "**Construction Contract**"). Following the execution of the Construction Contract, Landlord shall use commercially reasonable efforts to cause Contractor to commence and diligently pursue to completion, in a good and workmanlike

manner, the construction of the Tenant Improvements in accordance with the Tenant Plans and the Legal Requirements.

2. Contractor Draw Requests. Landlord shall submit to County a copy of each draw request delivered by Contractor under the Construction Contract (each a “**Contractor Draw Request**”).

3. Construction Management. All Tenant Improvements shall be performed by the Contractor, and Landlord shall coordinate Contractor’s performance.

4. Periodic Inspection; Construction Meetings. County’s Representative (defined below), is authorized by Landlord to make periodic inspections of the Leased Premises during construction during reasonable business hours and upon reasonable advance notice, provided County is accompanied by a representative of Landlord or the Contractor and does not materially interfere with or delay construction. County shall be notified of the regularly scheduled construction progress meetings and may attend such meetings. In the event that the County’s observations of the construction of the Tenant Improvements are inconsistent with the Construction Documents, the County shall report such observations to the Landlord for the Landlord to address or raise such concerns at the Construction meetings.

5. Delays.

a. If Landlord shall be delayed in substantially completing the Tenant Improvements or in delivering the Leased Premises to County, as a result of any act, neglect, failure or omission of County, its employees or agents, such delay shall be deemed a “**Tenant Delay**”, excluding all acts by County and its employees and contractors in exercising its regulatory duties, and regardless of the actual date of Substantial Completion of the Tenant Improvements, the date of Substantial Completion of the Tenant Improvements shall be deemed to be the date that Substantial Completion would have occurred but for Tenant Delay.

b. Except as otherwise expressly provided herein, in the event that Landlord submits any drawings, plans or other materials to County or County’s Representative for County’s approval, County shall, in writing, within five (5) business days thereafter, either: (i) approve such drawings, plans or other submittals in writing; or (ii) request that Landlord make specific changes thereto. County’s failure to respond to any such written request for County’s approval within the foregoing five (5) business day period shall result in a day of Tenant Delay for each day thereafter in which no response is made, and such failure may, at Landlord’s election, be deemed an approval of Landlord’s submission.

G. COUNTY’S REPRESENTATIVE. County hereby designates Mark Stromdahl, Chief Bureau of Facilities, Department of Public Works, whose email address is mcstromdahl@howardcountymd.gov and whose telephone number is 410-313-5757 (“County’s Representative”), to act as County’s representative for purposes of authorizing and executing any and all documents, workletters, plans, specifications, cost estimates, or other writings and changes thereto needed to effect this Work Agreement, and any and

all changes, additions or deletions to the work contemplated herein, and Landlord shall have the right to rely on any documents executed by such authorized party. Landlord shall not be required to proceed with any Tenant Improvements without written authorization from County's Representative, and any delays in County's delivery of such authorization shall be a Tenant Delay. Neither County nor County's Representative shall be authorized to direct Landlord's contractors or subcontractors in the performance of the Tenant Improvements, and in the event that Landlord's contractors or subcontractors perform any of the Tenant Improvements under the direction of County or County's Representative, then Landlord shall have no liability for the cost of such Tenant Improvements, for the cost of corrective work required as a result of such Tenant Improvements, for any legal noncompliance or for any delay that may result from the performance of such Tenant Improvements.

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

PARTITIONS:

- (A) Office: 5/8" sheetrock each side of 3 5/8" metal studs to either 4" above the ceiling or to the underside of the ceiling as reasonably determined by the Architect and Contractor with interior batt insulation.
- (B) Demising, rest rooms, conference rooms and offices greater than 140 sf: 5/8" sheetrock each side of 3 5/8" metal studs to structure with interior batt insulation.
- (C) Standard partitions: 5/8" sheetrock each side of 3 5/8" metal studs to underside of ceiling.
- The above A,B,C designations should include blocking details, where applicable. All wall-mounted equipment and/or furnishings should include blocking within the partition for proper support.

DOORS:

- (A) Office: 3'-0" X 8'-0" - 1 3/4" solid core wood, single clear lite glazing, paint grade. 5-1/2" nominal top rail and stiles and 11" nominal bottom rail.
- (B) Miscellaneous: 3'-0" X 8'-0" - 1 3/4" solid core wood, paint grade.

INTERIOR DOOR FRAMES:

- Either Three-piece, knock-down, hollow metal door frames or aluminum knockdown frames consistent with other areas of the building as reasonable agreed by Landlord and County for standard rooms, offices & conference rooms shall have glass fronts with privacy film; butt glazed typical.
- Finish: Paint selected by County.

HARDWARE:

- **Lock/latchsets:**
 - o Standard is Sargent with Best Cylinders - LB key way (Alternate: Yale, Schlage, or approved equal that matches building master system).
 - o Finish for all door hardware shall be (Satin Chrome) unless otherwise noted.
 - o Lever lockset is standard interior doors.
 - o Mortise lockset is standard suite entry doors.
 - o Latchset - Passage Function; Satin Stainless Steel with Floor Stop.
 - o Lockset- Keyed - Office Function (outside key/inside always unlocked) Brushed Stainless Steel, Floor Stop.
 - o Lever Latchset - Office Lock Function -ANSI F82 (Function Outside Key/ Inside Push Button Lock) with Floor Stop.
 - o Floorstop: (1st Choice) - Dome floor stop IVES 436 Dome Stainless Steel or equal.
 - o Wallstop: (2nd Choice) - IVES 407 CCV Stainless Steel or equal.
 - o Closer: LCN 4010T (pull side) or 4110 (push side); LCN 3130 concealed in door or equal.

- o Hinges: McKinney TB2314 or equal (Standard weight, ball bearing, SST, Full Mortise).
- o Silencers: Ives #20 or equal.
- o All entrance doors shall have card readers (provided & installed by the County)

ACOUSTIC CEILING PANEL & GRID:

- Manufacturer: Armstrong, Grid shall be 2'x 4' Prelude XL 15/16" wide or equal with high CAC Acoustical Ceiling Panels 3/4" thick. Existing 2x2 grid and ceiling to remain where approved by the County.

CARPET:

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

HARD SURFACE FLOORING:

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

FLOOR TILE:

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

PAINT:

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

BASE:

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

WINDOW TREATMENT:

- Building standard blinds consistent with balance of the building.

FIRE PROTECTION:

- The 4th floor shall be completely sprinkled by a combination wet sprinkler-standpipe system. Sprinkler heads to match building standard. The entire system shall be in accordance with NFPA 13 and 14 and shall meet all requirements of State and local authorities and the Owner's Insurance Underwriter.

HVAC:

- Separate toilet exhaust systems shall be provided. Electric rooms and mechanical rooms shall be appropriately ventilated as determined by NV5.
- Each Data Closet to have dedicated cooling. The equipment and room temperature shall be capable of being remotely monitored and alarmed via the Building Automation System (BAS)
- Thermostat control shall be provided in all conference rooms and large offices.
- Records area shall have separate controls for extended hours of HVAC.
- All telecom/ server rooms to have dedicated cooling 24/7.

ELECTRICAL POWER/DISTRIBUTION:

- Voltage drop for the 4th floor will be consistent with current building infrastructure and reasonable building standards.
- Panelboards shall be provided in each electrical closet for common space loads. Each panel shall have 42 poles and be equipped with Transient voltage surge suppression (TVSS) equipment. A dry type transformer and a receptacle panel shall be provided in each electrical closet to serve receptacles and other minor 120V loads. Panelboards and transformers by Square-D or Cutler Hammer or equal All panel board covers shall be installed unless a qualified electrician is working in the panel board. To avoid voltage fluctuations, panelboards shall NOT have high capacitance loads (i.e. Variable Frequency Drives, etc.) and general office loads (i.e. computers, lighting, etc.) on same panelboard. These two types of loads shall be on separate panels. All photo-copiers to be on dedicated circuits
- All distribution feeders and branch circuit wiring shall be copper with type THHN/THWN insulation and shall be installed in electrical metallic tubing (EMT) with setscrew, steel fittings. Connections to vibrating equipment shall be sealtite, flexible metallic conduit. Final connections to lighting fixtures shall be flexible metallic conduit. Aluminum Conductors are not permitted
- If applicable, all required sub meters shall be located in building electrical rooms (meter fuses and C/T's shall be installed in separate enclosure adjacent to electrical panel).
- All dedicated rooms (server, telecom, etc.) shall have all electrical associated with room fed from a dedicated panel.
- Contractor shall furnish to building management two sets of as built electrical drawings with junction box locations and circuit numbers for each device and light fixture clearly marked. All spare or unused circuits shall be shown on as built drawings.

POWER:

- Industrial heavy-duty specification grade switches and receptacles shall be provided. Receptacles shall be 20A, 125V rated wide body style with triple wipe brass power contacts, mounting strap with integral ground contacts and an impact resistant nylon face. Switches shall be 20A, 125/277V rated FSUL WS 896-E and UL 20 approved.
- County to select receptacle face plate type. All receptacle face plates shall be professionally (label maker) labeled with panel and circuit number(s).
- Where applicable, miscellaneous mechanical equipment shall be fed from 480 volt motor control centers, distribution panels, or branch circuit panelboards as appropriate.
- All telecom/server rooms to have receptacles connected to the Building's Emergency Generator. Receptacles to serve security, Fire Alarm, and data equipment.

LIGHTING SYSTEMS:

- All interior spaces shall be provided with lighting fixtures designed to enhance the aesthetics and to provide illumination levels consistent with current standards as

defined by the Illuminating Engineering Society of North America (IESNA) "Lighting Handbook". In general, all interior lighting fixtures will utilize LED light sources wherever practical. All LED lighting to have a color temperature of 5000 Kelvin.

- Exit lights shall be specified with energy efficient, non-visible type, light emitting diode (LED) source with red letters.

LIGHTING CONTROLS:

- Switches shall be provided for all spaces. Interior offices, file room, and restrooms shall have occupancy or vacancy sensor controlled switches. Vacancy Sensors or Occupancy Sensors, whichever applies, should be installed in all areas unless directed otherwise. Lighting relay control cabinets will be provided on the 4th floor to control the automatic off function of all fixtures on normal power that are not controlled by sensors. The main control/time clock for the lighting relay control cabinets shall be located in the fourth floor cabinet. The design shall be based on the Watt Stopper company lighting control products or equal.
- County to select switch face plate type.

EMERGENCY LIGHTING:

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

VARIABLE FREQUENCY CONTROLLERS:

- Each controller will have an input line reactor. Starters for motors 40HP and above shall have a solid state soft start bypass starter. Controllers for motors below 40HP shall have across-the-line bypass starters.

GROUNDING SYSTEM:

- All telecom/server room racks to be grounded via a minimum #8 solid conductor bonded to building steel

TELECOMMUNICATIONS SERVICES:

- Underground work will be required for DTCS (Howard County Technology and Communication Services) to supply 72-strand fiber for County broadband. Main fiber should land and terminate in the County's main network closet. Fiber scope of work and point of entry to be approved by Building Owner.

TELECOMMUNICATIONS RACEWAY DISTRIBUTION SYSTEM:

- The 4th floor MDF and IDF will need to be fitted with a minimum 12' x 12' x 9' high clear with plywood backboards on all the walls. The plywood shall be ¾" thick, fire-rated, and installed to 8'-0" high. Plywood should NOT be painted
- Intermediate distribution frame (IDF) telecommunications closets will be located within 100' of each other within the building. Each telephone and data outlet shall be provided with a 4"x4"x2-1/8" deep device box with 2-gang plaster ring. One,

1 inch empty EMT conduit with bushings on each end and pullcord shall extend from the outlet to within 12" of the closest cable tray.

FIRE ALARM SYSTEMS:

- The Owner's Fire Alarm system may need to be upgraded to meet current Life Safety and NFPA Codes. If so, there should be no related costs due to Howard County. All fire alarm wiring shall be installed in EMT conduit.

SECURITY SYSTEMS:

- All security systems for the premises to be provided by Howard County.
- The fourth floor shall be provided with a microprocessor based security system to control and remotely monitor access to the building. The system shall include card readers at all exterior entry doors, motion sensors, and cameras. All necessary hardware shall be provided at each entrance door to provide the required monitoring and also allow the required egress. All doors shall be lockable and shall have contacts for door position supervision.
- Howard County to restrict unexpected pedestrian access to the fourth floor from the elevators and stairwells. All security hardware to be connected to building's fire alarm system, emergency generator, and elevator controller(s) subject to landlord review and approval.
- Howard County to provide intercom access in the first floor elevator lobby, just prior to entering the turnstiles, for remote communication to the fourth floor. Placement, type, and audio to be subject to Landlord approval.

EXHIBIT D
DETERMINATION OF ANNUAL RENT FOR OPTION PERIODS

a. **Determination of Annual Rent.** Within thirty (30) days of the date of the Extension Notice, Landlord shall advise County of the applicable Annual Rent rate for the Premises for the Option Period. County, within thirty (30) days after the date on which Landlord advises County of the Annual Rent rate for the Option Period, shall either (i) give Landlord final binding written notice of its agreement with Landlord's determination as to the Annual Rent for the applicable Option Period ("Binding Notice"), or (ii) if County disagrees with Landlord's determination, provide Landlord with written notice of rejection thereof (the "Rejection Notice"). If County fails to provide Landlord with either a Binding Notice or Rejection Notice within such thirty (30) day period, County will be deemed to have accepted Landlord's determination of Annual Rent for the Premises for the Option Period and delivered a Binding Notice. If County provides (or is deemed to have provided) Landlord with a Binding Notice, Landlord and County shall enter into an Extension Amendment (as hereinafter defined) upon the terms and conditions set forth herein. If County provides Landlord with a Rejection Notice, Landlord and County shall work together in good faith to agree upon the Prevailing Market rate during the Option Period. Upon written agreement by both parties, Landlord and County shall enter into the Extension Amendment in accordance with the terms and conditions hereof. Notwithstanding the foregoing, if Landlord and County are unable to agree upon the Prevailing Market rate for the Premises within thirty (30) days after the date on which County provides Landlord with a Rejection Notice ("Negotiation Period"), then the matter shall be submitted to arbitration, in which event the Prevailing Market rate payable as of commencement of the Option Period shall be determined (and when determined, shall be binding upon the parties) as follows:

(i) Within ten (10) days after the expiration of the Negotiation Period, County, at its sole expense, shall obtain and deliver in writing to Landlord a determination of the Prevailing Market rate for the Premises, for a term equal to the Option Period, from a real estate broker ("County's Broker") licensed in the State of Maryland and engaged in the leasing of commercial office properties in the Columbia, Maryland vicinity for at least the immediately preceding five (5) years; such determination shall be stated in a single "per square foot per annum (or month)" figure, for ease of comparison. If Landlord accepts such determination, the Prevailing Market rate payable by County during the Option Period shall be equal to the amount determined by County's Broker. If County fails to timely deliver such determination, the Prevailing Market rate as quoted by Landlord shall control.

(ii) If Landlord does not accept such determination, within fifteen (15) days after receipt of the determination of County's Broker, Landlord shall designate in writing to County a similarly qualified broker ("Landlord's Broker" and together with County's Broker, the "Brokers"). If Landlord fails to timely designate Landlord's Broker, then the Prevailing Market rate shall be as quoted by County's Broker. If the two Brokers are appointed by the parties as set forth above, such Brokers shall promptly meet and attempt to agree upon the applicable Prevailing Market rate. If such Brokers are unable to agree within fifteen (15) days following the appointment of

Landlord's Broker, the Brokers shall select a third broker meeting the qualifications set forth above (the "Third Broker") within ten (10) days after the last date the two Brokers are given to agree upon the applicable Prevailing Market rate. The Third Broker shall be a real estate broker who has not previously acted and is not currently acting in any capacity for either party.

(iii) The Third Broker shall conduct its own independent investigation of the applicable Prevailing Market rate, and shall be instructed not to advise either party of its determination, except as follows: when the Third Broker has made its determination (which shall be completed within fifteen (15) days after the appointment of the Third Broker), it shall advise Landlord and County and establish a date, at least five (5) days after the giving of notice by such Third Broker to Landlord and County, on which it will disclose its determination. Such meeting shall take place in Landlord's office unless otherwise mutually agreed by the parties. After having initialed the paper on which its determination is set forth, the Third Broker shall place its determination in a sealed envelope. Landlord's Broker and County's Broker shall each set forth their determination (each stated in a single "per rentable square foot per annum (or month)" figure) on a separate piece of paper, initial the same, and place them in sealed envelopes. Each of the three envelopes shall be marked with the name of the party whose determination is inside the envelope. In the presence of the Third Broker, the determination of the Prevailing Market rate by Landlord's Broker and County's Broker shall be opened and examined. If the higher of the two determinations submitted by Landlord's Broker and County's Broker is one hundred and five percent (105%) or less of the amount set forth in the lower determination, the average of the two determinations shall be the Prevailing Market rate, the envelope containing the determination by the Third Broker shall be destroyed and the Third Broker shall be instructed not to disclose its determination. If either party's envelope is blank, or does not set forth a determination, the determination of the other party shall prevail and be treated as the Prevailing Market rate. If the higher of the two determinations is more than one hundred and five percent (105%) of the amount of the other determination, the envelope containing the Third Broker's determination shall be opened, the Prevailing Market rate shall, in such event, be the rent proposed by either Landlord's Broker or County's Broker which is closest to the determination of Prevailing Market rate by the Third Broker; if the two are equidistant, the Prevailing Market rate shall be equal to the Third Broker's determination.

(iv) Landlord shall pay the costs and fees of Landlord's Broker in connection with any determination hereunder, and County shall pay the costs and fees of County's Broker in connection with such determination. The costs and fees of any Third Broker shall be paid one-half by Landlord and one-half by County. County expressly acknowledges that any costs, fees and commissions arising in favor of any broker or other party hired by County to represent County in connection with the exercise of the Renewal Option shall be borne solely by County.

(v) If the amount of the Prevailing Market rate is not known as of the commencement of the Renewal Term, then County shall continue to pay the Annual Rent rate in effect immediately prior to the expiration of the then current Term until the amount of the Prevailing Market rate is determined. When such determination is made,

County shall promptly pay Landlord any deficiency to Landlord upon demand or Landlord will credit any overpayment against Annual Rent next due and payable under the Lease.

b. **Extension Amendment.** If County is entitled to and properly exercises the Extension Option, Landlord shall prepare an amendment (the "Extension Amendment") to reflect changes in the Annual Rent, Term, Expiration Date and other appropriate terms. The Extension Amendment shall be sent to County within a reasonable time after the determination of the applicable Annual Rent and executed by County and returned to Landlord in accordance with Section 2(d) above. An otherwise valid exercise of the Extension Option shall be fully effective whether or not the Extension Amendment is delivered or executed.

c. **Prevailing Market.** For purposes hereof, "Prevailing Market" shall mean the arms' length fair market annual rent rate per rentable square foot under renewal leases and amendments in the Building and in comparable buildings in the Columbia, Maryland vicinity inclusive of any brokerage fees then-applicable to the market but exclusive of improvement allowances entered into within the twelve (12) month period prior to the date on which the Prevailing Market is being determined (which date shall be the date of the applicable Extension Notice) hereunder for space comparable to the Premises.

EXHIBIT E-1
NON-SECURED JANITORIAL SERVICE AREA

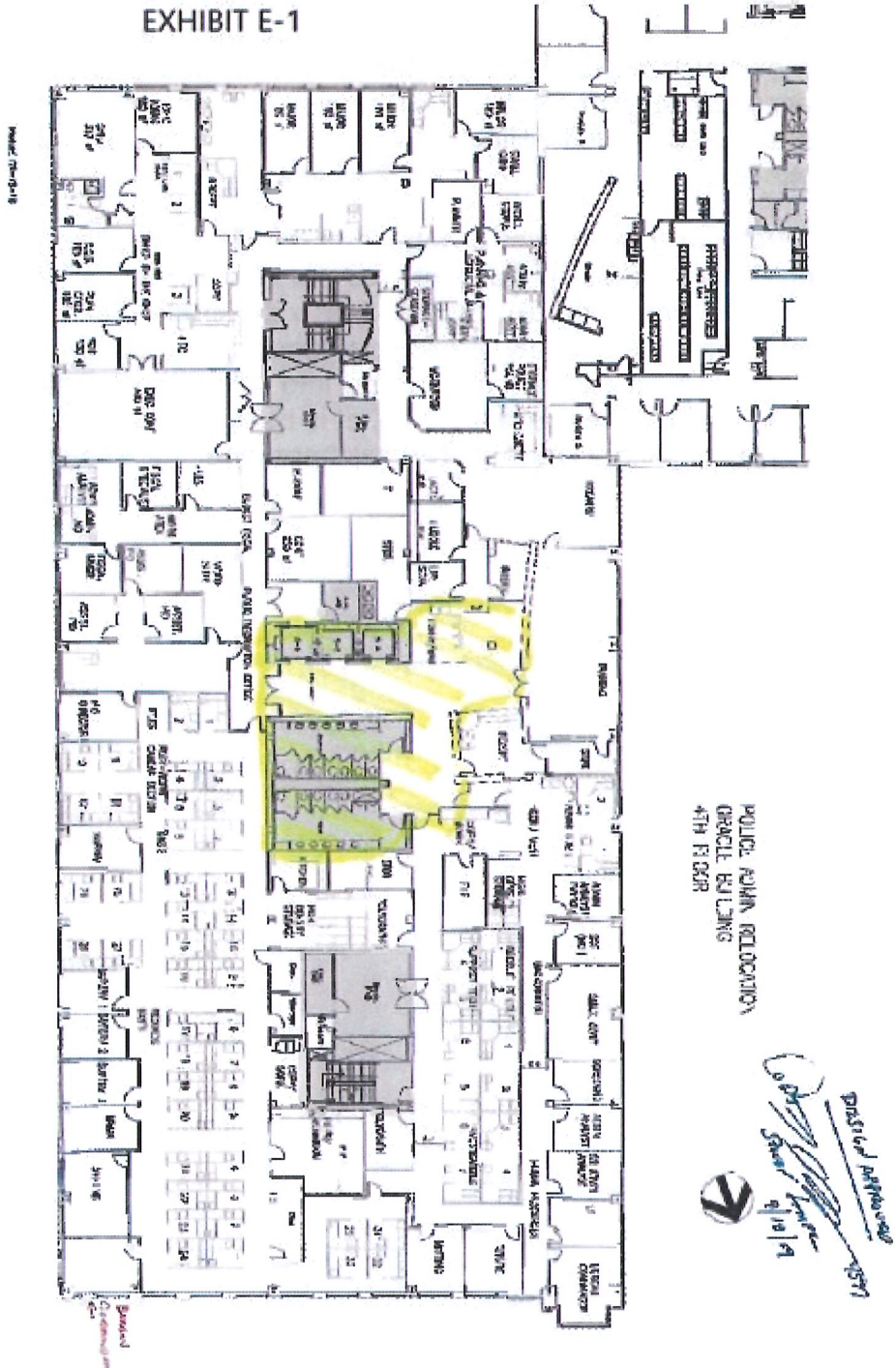


EXHIBIT E-2
CLEANING SCHEDULE

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. Vacuum all carpeted traffic areas and remove minor carpet stains.
3. Damp mop all resilient tile floor surfaces as required to remove spillage.
4. Clean, disinfect and polish all drinking fountains, if any.
5. Service/clean all restrooms.

WEEKLY

1. Dust high partition ledges and moldings.
2. Dust windowsills.

MONTHLY

1. Dust ceiling vents and grates as required.
2. Shower-scrub tile floors.
3. Dust window blinds.

EXHIBIT G
SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Date: _____

Lender: _____

Loan No: _____

Lender's Notice Address:

with a copy to:

and

Landlord: _____

Landlord's Notice Address:

Tenant: Howard County, Maryland

Tenant's Notice Address:

3430 Court House Drive
Ellicott City, Maryland 21043

Lease: Lease Agreement dated _____ between _____
as the landlord and Howard County, Maryland as the tenant (the "Lease")

1. Background. Landlord is the landlord and Tenant is the tenant under the Lease, pursuant to which Tenant occupies the building, associated parking areas, and other related amenities (the "Premises") located at _____ (the "Property") and more particularly described in the Lease and on Exhibit A attached hereto. Lender made a loan to Landlord secured by a mortgage or deed of trust (the "Mortgage") on the Property. Lender desires that the Lease be subject and subordinate to the Mortgage. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of the Mortgage, notwithstanding any future default in the performance by Landlord or any successor-in-title to Landlord of any of Landlord's obligations under the Mortgage, and Lender is willing to give Tenant such assurances.

2. Agreements, Terms and Conditions. In consideration of the mutual covenants herein contained, Lender, Landlord and Tenant agree as follows:

2.1. The Lease is and shall at all times be subject and subordinate to the Mortgage, the terms and conditions of the Mortgage, the rights and lien of the holder of the Mortgage, and all present and future advances under the obligations secured thereby, renewals, amendments, modifications, consolidations, replacements and extensions thereof.

2.2. For so long as Tenant shall not be in default of any of Tenant's obligations under the Lease beyond any applicable notice or grace period provided therein, Tenant shall not be evicted from the Premises, nor shall Tenant's leasehold estate under the Lease be terminated or disturbed or any of Tenant's rights under the Lease be disturbed by reason of any default by Landlord under the Mortgage or any resulting foreclosure or other action or proceeding taken by Lender under the Mortgage.

2.3. For so long as Tenant shall not be in default of any of Tenant's obligations under the Lease beyond any applicable notice or grace period provided therein, Lender shall not, for the purpose of terminating the Lease, join Tenant as a party defendant in any foreclosure or other action or proceeding taken by Lender under the Mortgage.

2.4. In the event of foreclosure of the Mortgage or the delivery of a deed in lieu of foreclosure thereof, or any other succession of Lender or another third party to ownership of Landlord's interest in the Premises, Tenant shall attorn to and accept Lender or said third party as the new landlord under the Lease, for the remainder of the Lease term and including all extension periods which have been or which may hereafter be exercised, and (subject to the terms and conditions of the Lease) such new landlord shall not disturb the possession of the Tenant and shall be bound by all of the obligations of the landlord under the Lease; provided, however, that such new landlord shall not:

- (a) be liable for any act or omission of a prior landlord under the Lease, including Landlord;
- (b) be subject to any offsets, defenses or counterclaims which Tenant might have against any prior landlord under the Lease, including Landlord;
- (c) be bound by the payment of any rent, additional rent or other sums, including security deposits unless actually received by Lender, which Tenant may have paid more than thirty (30) days in advance to any prior landlord under the Lease, including Landlord;
- (d) be liable for refusal or failure to perform or complete any work to be performed by any prior landlord under the Lease, including Landlord, or otherwise to prepare the Premises for occupancy in accordance with the provisions of the Lease;
- (e) be bound by any termination or amendment of the Lease made without Lender's prior written consent;
- (f) be bound by any obligation of any prior landlord, including Landlord, to make any payment to Tenant which was required to be made, or arose from any circumstance which occurred prior to the time new landlord succeeded to any such prior landlord's interest; or
- (g) be liable with respect to warranties or indemnities of any nature whatsoever made by any prior landlord (including, without limitation, the Landlord), including any warranties or indemnities regarding use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose, or possession.

In the event that Lender shall acquire title to the Premises, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Premises.

3. Amendment of Lease. Landlord and Tenant hereby confirm that the Lease has not been amended or otherwise modified except as set forth above and is in full force and effect. Landlord and Tenant further agree that no amendments shall be made to the Lease without the prior written consent of Lender.

4. Notice. Any notice or demand which any party hereto may desire or be required to serve upon any other party hereto shall be given in writing by delivering the same in person to the intended addressee, by overnight courier service with guaranteed next day delivery or by certified United States Mail postage prepaid sent to the intended

addressee at the applicable Notice Address stated above or to such different address as the addressee shall have designated by written notice to the other parties sent in accordance herewith. Such notices shall be deemed given when received or, if earlier, in the case of delivery by courier service with guaranteed next day delivery, the next day or the day designated for delivery, or in the case of delivery by certified United States Mail, 2 days after deposit therein. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender.

5. Construction. The provisions of this Agreement shall be construed in accordance with the laws of the state in which the Property is located.

6. Waiver, Change or Discharge. This Agreement may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the parties, and any oral waiver, change or discharge of any provision of this Agreement shall be without authority and of no force and effect.

7. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns. The word "Lender" as used herein shall mean not only the original Lender named herein but also all future holders of the Mortgage. The word "Tenant" as used herein shall mean not only the original Tenant named herein but also any entity which shall become the owner of the leasehold estate under the Lease and Tenant's rights, benefits and privileges under the Lease in compliance with the Lease or with the prior written consent of Landlord and Lender. The word "Landlord" as used herein shall mean not only the original Landlord named in the first paragraph hereof but also all future owners of the Property.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, this Subordination, Nondisturbance And Attornment Agreement has been executed and delivered under seal as of the date first above written.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie Robbins
Chief Administrative Officer

By: _____ (SEAL)
Calvin Ball
County Executive

RECOMMENDED FOR APPROVAL:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, 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

[Notary follows on the next page.]

STATE OF MARYLAND: COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public in and for the aforesaid State and County, personally appeared Calvin Ball, the County Executive of Howard County, Maryland, known to me or satisfactorily proven to be the person who executed this Subordination, Nondisturbance And Attornment Agreement, and who in my presence signed the same and acknowledged the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have sent my hand and affixed my Notarial Seal.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

[Signatures continue on the next page.]

LANDLORD:

WITNESS/ATTEST:

_____,
a _____ limited liability
company

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

STATE OF _____: COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the aforesaid State and County, personally appeared _____, known to me or properly identified to be the persons who signed the foregoing instrument as _____ of _____, a _____ limited liability company (the "Company"), which Company is named therein as "Landlord", who, being by me first duly sworn, acknowledged to me that they executed the foregoing instrument on behalf of the Company, as their and its free and voluntary act and deed for the purpose set forth therein.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[Signatures continue on the next page.]

WITNESS:

LENDER:

Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____, the _____ of _____, a _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and (s)he acknowledged the execution of the within and foregoing instrument to be his/her act on behalf of said bank for the uses and purposes contained therein and in my presence signed and sealed the same.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

EXHIBIT H
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

Lonnie Robbins
Chief Administrative Officer

By: _____ (SEAL)
Calvin Ball
County Executive

RECOMMENDED FOR APPROVAL:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

James M. Irvin, 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 TO TENANT ESTOPPEL CERTIFICATE

Lease, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
 - 1. Landlord:
 - 2. Tenant:
- 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): None.
- K. Current Total Rent: \$
- L. Square Feet Demised:

EXHIBIT I
BUILDING RULES AND REGULATIONS

Tenant covenants that the following rules, regulations and stipulations and such other and further rules and regulations as Landlord may make, being, in Landlord's commercially reasonable judgment, necessary for the safety, care and cleanliness of the Building and the Premises or the comfort of the tenants, shall be faithfully kept, observed and performed by Tenant, and to Tenant's efforts by the agents, servants, invitees, guests and visitors of the Tenant, unless waived in writing by Landlord:

1. The sidewalks, entries, exits, passages, parking areas, elevators, vestibules, stairways, corridors, lobbies, bridges, or halls shall not be obstructed or used for any other purpose other than ingress and egress. The bridges, halls, passages, entrances, elevators, stairways, atrium, and roof are not for the use of the general public, and the Landlord shall be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, provided that nothing, therein, contained shall be construed to prevent such access to persons with whom the tenant normally deals only for the purpose of conducting its business on the premises (such as clients, customers, office suppliers, and equipment vendors, and the like) unless such persons are engaged in illegal activities. Tenant shall not use common areas for activities, events, training, marketing, communication or other business purposes without prior written consent of the Landlord. Except for reasonable access to install, connect and maintain Tenant's telecommunications systems, antenna systems or computer networks in accordance with Landlord's guidelines, no tenant and no employees of any tenant shall go upon the roof of the Building without the written consent of the Landlord.
2. Furniture, equipment or supplies shall be moved in or out of the Building only during and in such manner as may be reasonably prescribed by Landlord. No safe or other article, the weight of which may constitute a hazard or danger to the Building or its equipment, shall be moved into the Building. Safes and other equipment, the weight of which is not excessive, shall be moved into, from or about the Building only during such hours and in such manner as shall be reasonably prescribed by Landlord, and Landlord shall have the right to designate the location of such articles in the Premises. If the advice of a structural engineer is necessary or desirable in considering the permissibility or location of any heavy load, County shall engage a competent structural engineer and all of the fees and expenses of such engineer shall be paid by Tenant upon billing. The moving of any such bulky matter must be done upon previous written notice to the superintendent of the building and under his supervision, and the persons employed by any tenant for such moving work must be acceptable to the Landlord. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.
3. Except as otherwise expressly set forth in the Lease, Tenant shall not place signs of any nature whatsoever in or upon the windows of the Premises, nor upon or in the halls, corridors or lobbies of the Building, nor upon the exterior of the Building or upon the Building grounds, without Landlord's prior written consent. Building

directory shall be inscribed, painted, or affixed for each tenant by the Landlord at the expense of such tenant, and shall be of a size, color, and style acceptable to the Landlord. The building directory will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom. Landlord shall have the right to designate reasonably the type and color of all window coverings that are visible from the exterior of the Building. All electric ceiling fixtures hung in offices or spaces along the perimeter of the building must be fluorescent, of a quality type, design, bulb color approved by Landlord. Tenant shall not add to, modify, alter or change the same in any manner whatsoever without Landlord's prior written consent. In order to maintain exterior continuity throughout the Building any consent of Landlord under this Rule (3) may be withheld in Landlord's sole and absolute discretion. If Landlord, by notice to Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the Premises, the use of such curtain, blind, shade or screen shall be forthwith discontinued by Tenant. No awnings shall be permitted on any part of the Premises. If, during the Term or any extension or renewal thereof, any State or local ordinance, law or regulation compels the elimination, reduction or other modification of any sign now or thereafter located on the Building grounds, Landlord shall have the paramount right to maintain its sign on such grounds and any sign of Tenant shall be reduced, removed or modified as necessary to assure compliance with such ordinance, law or regulation.

4. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of Tenants agents or employees shall be paid for by Tenant. No person shall waste water by tying back or wedging the faucets or in any other manner.
5. No animals, including fish, shall be allowed in the offices, halls or corridors in the Building except those authorized service animals qualified to aid persons with disabilities.
6. Bicycles or other vehicles shall not be permitted in the offices, halls or corridors in the building, nor shall any obstruction of sidewalks or entrances of the Building by such be permitted.
7. No person shall disturb the occupants of this or adjoining buildings or premises by the use of any television, radio or musical instrument or by the making of loud or improper noises. No cooking shall be done or permitted by any Tenant on the Premises, except that the use of standard pantry microwaves and toaster ovens, preparation of coffee, tea, hot chocolate, and similar items for tenants and their employees shall be permitted provided power shall not exceed that amount which can be provided by a 30 amp circuit. Smoking or carrying lighted cigars, cigarettes, or pipes in the building are prohibited. No tenant shall throw anything from the terraces, out the doors, windows, or skylight, or down the passageways.

8. Tenant shall not place additional lock or locks on any door in the building, unless written consent of Landlord shall first be obtained, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord will furnish a reasonable number of keys to the premises neither Tenant, its agents or employees, shall have any duplicate key made. At the termination of this tenancy, Tenant shall promptly return to Landlord all keys to offices, toilet rooms or vaults.
9. The use of oil, gas or flammable liquids for heating, lighting, or any other purpose, other than ordinary copier fluids and chemicals, are expressly prohibited. Explosives or other articles deemed hazardous should not be brought into the Building. Tenant shall not use electric space heaters or cooling fans.
10. Tenant shall not mark upon, paint signs upon, cut or in any manner deface the walls, ceilings, partitions or doors of the Premises or of the Building, and any defacement, damage or injury caused by Tenant, its agents or employees, shall be paid for by Tenant.
11. Tenant shall keep all windowsills free from books, files, plants and all other material. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant. Tenant shall see that the doors of the Premises are closed and securely locked before leaving the Building. All electricity, gas, air shall likewise be carefully shut off, so as to prevent waste and damage.
12. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent such activities.
13. No Tenant shall install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building without written consent of Landlord.
14. If Tenant desires telegraphic, telephonic or other electric connections, Landlord or its agents will direct the artisans as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted. Any such installation and connection shall be made at Tenant's expense. Advertising by any tenant is prohibited. All equipment of any electrical or mechanical nature shall be placed by Tenant in the premises in settings approved by Landlord, to absorb or prevent any vibration, noise, and annoyance. Any such equipment in the premises shall be F.C.C. approved and shall not interfere in any way with the equipment of any other tenant or of the Building, or with the use of the Building by other tenants. No air conditioning unit or similar apparatus shall be installed or used by any tenant without the written consent of Landlord.
15. Outside of Business Hours, access to the Building or to the halls, corridors, elevators, stairways in the Building, or to the Premises, may be refused unless the person seeking access is known to the Building security, if any, in charge and has a pass or is properly identified. In no case shall Landlord be required to provide a

watchman, and in no case shall Landlord be liable for damages for the admission to or exclusion from the Building of any person whom Landlord has the right to exclude under this rule. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right but shall not be obligated to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Building. Tenant may have visitors to the premises during non-building hours, provided that tenant: (1) informs the Building security officer in advance, of the arrival of such visitors, and (2) escorts such visitors from the Building entrance or security office directly to the Premises. Each tenant shall be responsible for all visitors and persons for whom it requests passes and shall be liable to the landlord for all acts of such visitors and any person. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

16. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant, which in Landlord's opinion tends to impair the reputation of the Building, or its desirability for other tenants, and upon written notice from Landlord, Tenant will refrain from or discontinue such publicity.
17. Landlord reserves the right to amend, modify and rescind such rules and regulations and to make such other and further reasonable rules and regulations as in its commercially reasonable judgment may from time to time be needful and desirable for the safety, care and cleanliness of the Building and for the preservation of good order therein, as so long as it does not conflict with the terms of the Lease.
18. Except for the exclusive use by Tenant's employees, no vending machine or machines of any description shall be installed, maintained, or operated upon the premises without the prior written consent of Landlord.
19. The term "personal goods or services vendors" as used herein means persons who periodically enter the building of which the premises are a part for the purpose of selling goods and services to a tenant, other than goods or services which are used by the tenant only for the purpose of conducting its business on the premises. "Personal goods or services" include, but are not limited to drinking water and other beverages, food, barbering services, and shoe-shining services. Landlord reserves the right to prohibit personal goods and service vendors from access to the building except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care, and cleanliness of the building, the preservation of good order thereon, and the relief of any financial or other burden on the landlord occasioned by the presence of such vendors or the sale by them or personal goods or services to the tenant or its employees. If necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the building.

20. Tenant employees will have access into designated Leased Premises via an access badge specifically assigned to each Tenant employee. Oracle Facilities will only enter Leased Premises in the following circumstances: to make repairs as requested by Tenant representative; in certain emergency situations; by Security staff to check building systems. Oracle Facilities and/or Security will not open doors within the confines of Leased Premises, such as private offices and/or telecom rooms (if part of Lease agreement), except due to mechanical failure to security system and/or door hardware.
21. Please park between the lines. Parking in a handicap spot without valid placard, parking in a fire lane, or other inappropriate parking area could result in a ticket by the police or fire departments, or in immediate towing at owner's expense. Parking is on a first-come basis. Security normally cites vehicles with a "courtesy" notice when they are illegally parked, as in Visitor parking. Tenant employees working in the Building, who illegally park in visitor parking, will be ticketed. Several accumulated violations can result in towing without notice, at the vehicle owner's expense. Designated motorcycle parking is located in the east and south parking lots and west parking lot at the north end. To maintain the integrity and safety of the property, unauthorized service vendors are restricted from performing work while on the property, as this is considered trespassing. Some of these services includes, but is not limited to: automobile repairs/oil changes/windshield replacement on personal vehicles. Only those visitors performing work on behalf of Landlord to maintain the property and premises are authorized on site and shall comply with Landlord and governmental guidelines.
22. Smoking (of any substance) is prohibited in the Building. There is a designated exterior smoking area. This is the only designated smoking area on the property.
23. Landlord reserves the right to require that photo badges be worn and be visible at all times within the Building, subject to reasonable restrictions imposed by Landlord.

EXHIBIT J
MILESTONE DATES

| DATE | MILESTONE |
|--------------------------------|---|
| On or before December 30, 2019 | County submits DDs to Landlord for review and comment. Review meeting for County comments |
| On or before January 27, 2020 | County's architect incorporates DD comments into 95% CDs to be reviewed by Landlord. |
| On or before February 4, 2020 | County applies for Permit. Landlord submits to General Contractors for Pricing |
| On or before February 18, 2020 | Building permit received |
| On or before June 1, 2020 | Construction is Substantially Completed |

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on February 5, 2020.

Diane Schwartz Jones
Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2020.

Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2020.

Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2020.

Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2020.

Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2020.

Diane Schwartz Jones, Administrator to the County Council