

**STANDARD STATE OF MARYLAND LEASE FORM (FORM DGS-680-3B)**  
**INTERGOVERNMENTAL**  
**(Revised 01/2008)**

**THIS LEASE AGREEMENT**, prepared this 21<sup>st</sup> day of August, 2013, between the Montgomery County, Maryland, a body corporate and politic of the State of Maryland, hereinafter called the "Sub-Lessor", and State of Maryland, hereinafter called the "Sub-Lessee," to the use of the Department of Juvenile Services.

**WHEREAS**, the premises, as hereinafter defined, commonly known as Suite 200, consisting of Forty-eight thousand two rentable square feet (48,002) located at 7300 Calhoun Place, Rockville, Maryland 20855 (the "Leased Premises"), is currently owned by FP Gude, LLC, a Maryland limited liability company, successor-in-interest to Rock Creek M, LLC; and

**WHEREAS**, Montgomery County and FP Gude, LLC ("Landlord") have entered into a Lease contract ("Master Lease"), attached as Exhibit "A" and incorporated by reference; and

**WHEREAS**, the Landlord as Master Lessor under the Lease Agreement with Montgomery County, consents, per Article 11.1 of the Master Lease, to this Sub-Lease Agreement as evidenced by the attached letter from Master Lessor (Exhibit A); and

**NOW, THEREFORE**, the parties for the consideration hereinafter mentioned, covenant and agree to the following:

Name of Sub-Lessor	Montgomery County, Maryland
Address of Sub-Lessor	c/o Department of General Services Office of Real Estate 101 Monroe Street, 9 <sup>th</sup> Floor Rockville, Maryland 20850
City, State, Zip Code	Brian Donohue 240-777-6083
Contact In Lessor's Office	<u>Brian.Donohue@montgomerycountymd.gov</u>
Phone Number	
Email:	

Name of Master Lessor:	FP Gude, LLC
Attention:	c/o First Potomac Management LLC Tim Zulick
Address of Master Lessor:	7600 Wisconsin Avenue, 11 <sup>th</sup> Floor
City, State, Zip Code:	Bethesda, Maryland 20814
Person to contact in Lessor's office:	Teika L. Booze
Phone number to contact for problems:	443.539.4059

1.1. The Sub-Lessor leases the Leased Premises in a one (1) story office building located at 7300 Calhoun Place, Rockville, Maryland 20855 (the "Property").

1.1.2 The Sub-Lessor demises and leases unto Sub-Lessee the portion of the Building known and described as Suite 500 within Building 2, consisting of approximately 10,618 net useable square feet located at 7300 Calhoun Place, Rockville, Maryland 20855, hereinafter the "Demised Premises", together with the right to use in common with others (Montgomery County Government) hallways, elevators, lobbies, sidewalks, parking areas, public restrooms.

1.2. The Demised Premises shall contain 10,618 net usable square feet of space, more or less, (net usable square feet is defined in the General Performance Standards and Specifications for the State of Maryland Leased Facilities) to be used for the following purpose: Office space and Client Contact.

1.3 The term of the Lease is eight (8) years and seven (7) months, and shall commence September 1, 2013, hereinafter the "Commencement Date". The Original Term and any Renewal Term(s) shall hereinafter collectively be referred to as the "Term".

1.4.1. The rent due by Sub-Lessee to Sub-Lessor is, hereinafter referred to as ("Rent"), is as follows:

Lease Year	Lease Period	Per NUSF	Gross	Monthly
1*	9/1/2013 - 8/30/14	\$25.00	\$176,966.67	\$22,120.83

2	9/1/2014 - 8/30/15	\$25.75	\$273,413.50	\$22,784.46
3	9/1/2015 - 8/30/16	\$26.52	\$281,615.91	\$23,467.99
4	9/1/2016 - 8/30/17	\$27.32	\$290,064.38	\$24,172.03
5	9/1/2017 - 8/30/18	\$28.14	\$298,766.31	\$24,897.19
6	9/1/2018 - 8/30/19	\$28.98	\$307,729.30	\$25,644.11
7	9/1/2019 - 8/30/20	\$29.85	\$316,961.18	\$26,413.43
8	9/1/2020 - 8/30/21	\$30.75	\$326,470.02	\$27,205.83
9**	9/1/2021 - 3/30/22	\$31.67	\$196,154.07	\$28,022.01

\* The first four months of the first lease year are abated.

\*\* Year 9 of the Lease is 7 months to coincide with the termination of the Master Lease.

The Sub-Lessor's Federal Tax Identification Number is 52-6000980.

1.4.2. Sub-Lessee will not automatically pay the Rent; Sub-Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit") listed in paragraph 2 below for the amounts set forth in paragraph 2.

1.4.3. Rental payments shall be payable at the office of the Sub-Lessor, during normal business hours and shall be due on the first day of the month.

1.4.4. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Lease succeeding the first fiscal period, this Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Lessor's rights under any termination clause in this Lease. The effect of termination of the Lease hereunder will be to discharge both the Sub-Lessor and the State from future performance of the Lease, but not from their rights and obligations existing at the time of termination. The Sub-Lessor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease. The State shall notify the Sub-Lessor as soon as it has knowledge that funds may not be available for the continuation of this Lease for each succeeding fiscal period beyond the first.

1.4.5. All invoices for Rent or other expenses submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in paragraph 2 below unless otherwise specifically provided for herein.

1.4.6. All invoices shall be made out to the Unit and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works number and date indicated at the end of this Lease; type of billing (i.e. "Rent"); the Federal Employers ID Number, or if an individual the social security number, and additional information as may be specifically required elsewhere in this Lease.

1.4.7. Payments to the Sub-Lessor pursuant to paragraph 1.4.1 and paragraph 8 of this Lease shall be made no later than 30 days after the State's receipt of a proper invoice from the Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

1.4.8. Except for Rent and expense payments due under paragraph 1.4.1 and paragraph 8, the Sub-Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under the terms of this Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice.

2. The State of Maryland, as Sub-Lessee, will assign 100% of the use of the Demised Premises to the Department of Juvenile Services.

3.1. Sub-Lessee may assign or sublet the Demised Premises but assigning or subletting shall only be allowed upon written consent of the Sub-Lessor whose consent shall not be unreasonably withheld and subject to the terms and conditions of the Master Lease.

3.2 Use of the Demised Premises by a Unit(s) of the State of Maryland other than the Unit(s) designated in paragraph 2 above is not an assignment or a subletting as provided in paragraph 3.1 and may be done at the discretion of the Sub-Lessee.

4. Sub-Lessee will, at the expiration or sooner termination of the term, deliver up the Demised Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Sub-Lessee, its employees, agents or invitees excepted.

5.1. Sub-Lessee shall give to Sub-Lessor prompt written notice of any accidents or damage to, or defects in, the roof, the exterior of the building, plumbing, electrical service, electric lights, or HVAC apparatus. These defects shall be remedied as per the terms and conditions of the Master Lease.

5.2. The Sub-Lessee is to make only such repairs to the Demised Premises as are caused by the carelessness or negligence of the Sub-Lessee, its agents, employees or invitees and shall keep the Demised Premises in reasonably good condition during the period of the lease.

5.3. All other repairs to the Demised Premises including repairs to the exterior of the Building of which the Demised Premises are a part, no matter how caused are to be made and paid for by the Sub-Lessor or by Lessor pursuant to the Master Lease.

6.1. Sub-Lessee shall not make any alterations, additions, or improvements without Lessor's written consent which consent shall not be unreasonably withheld and all alterations, additions or improvements made by either of the parties hereto upon the Demised Premises shall be the property of the Sub-Lessor and shall remain upon and be surrendered with the Demised Premises at the termination of this Lease, provided, however, that the Sub-Lessee shall have the privilege of installing any signs, furniture, fixtures, or machinery necessary in the conduct of its business and these same shall remain the property of the said Sub-Lessee, and may be removed by the Sub-Lessee during its tenancy.

6.2. Sub-Lessee may install such signs as it wishes within the Demised Premises with permission to do so from the Sub-Lessor. Sub-Lessee may also install such signs outside of the Demised Premises at locations and of such size as per the terms and conditions of the Master Lease.

6.3. Sub-Lessee may install lines or special wiring for telephones and other electronic or communications equipment necessary in the conduct of its business and these same shall remain the property of the said Sub-Lessee, and may be realigned, maintained or removed at the sole option of the said Sub-Lessee during its tenancy or upon expiration or termination of this Lease, except that any major equipment or other property installed by Sub-Lessee which is visible from the interior of the Demised Premises may be required to be removed by Sub-Lessor and any damage resulting from such removal or the initial installation thereof must be restored to prior condition of the space before end of the tenancy or any earlier termination of this Lease, at Sub-Lessee's expense, normal wear and tear accepted.

7.1. If during the term of this Sub-Lease the building is so injured by fire or otherwise that the Demised Premises are rendered unusable, in whole or in part, as determined by Sub-Lessee, and said Demised Premises cannot be repaired within ninety (90) days from the happening of such injury, then the Sub-Lessee may terminate this Sub-Lease by giving Notice to Sub-Lessor within 30 days after the expiration of the 90 day repair period. If such notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

7.2. Rent Abatement - As long as Sub-Lessee is deprived of the use of any or all of the Demised Premises on account of such Casualty, the Rent shall be abated in proportion to the usable area of the Demised Premises that are rendered substantially unfit for occupancy by such Casualty, unless, in Sub-Lessee's sole judgment, such Casualty renders the undamaged part of the Demised Premises materially unsuitable for use by Sub-Lessee for the uses contemplated by this Lease, in which event the Rent shall be abated entirely during such period of deprivation.

7.3. Demolition of the Building - Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Building is so damaged by Casualty that either the Demised Premises or (whether or not the Demised Premises are damaged) the Building is rendered substantially unfit for occupancy and the Sub-Lessor will be unable to restore the Demised Premises within 90 days after such Casualty, then either party may elect to terminate this Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the

rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

8.1. Heat, electricity, air conditioning, telephone access and plumbing will be available for use by Sub-Lessee as provided in the Master Lease. It is hereby understood and agreed that the heating and air conditioning systems will be kept under a uniform and systematic program of service and repair as provided in the Master Lease.

8.2. Utilities, services, materials and supplies shall be provided and paid as follows:

	<u>Provided By</u>	<u>Paid By</u>
8.2.1. Electricity	Master-Lessor	Sub-Lessor
8.2.2. Heating Fuel	Master-Lessor	Sub-Lessor
8.2.3. Janitorial Service and Supplies	Sub-Lessee	Sub-Lessee
8.2.4. Air Conditioning Fuel	Master-Lessor	Sub-Lessor
8.2.5. Sewer and Water (private sources)	Master-Lessor	Sub-Lessor
8.2.6. Snow and Ice Removal	Master-Lessor	Sub-Lessor

8.2.7. Percentage of Operating Services and Real Estate Taxes to be passed through, if any, as marked:

Cost to be passed through	Percentage Share	Base Year
Type: Real Estate Taxes	16.7% of the Property Tax Assessment	7/1/13 – 6/30/14
Type: Utilities*	22.1% of Montgomery County's Utility Expense*	None
Type: Cleaning Services*	22.1% of Montgomery County's Janitorial Expense*	None
Type: Snow Removal* (Parking lot, sidewalks, common areas as applicable)	16.7% of the Building's Snow Removal from Sidewalks, Parking Lots, and Common Areas as applicable.*	None

\*To be billed annually to the State whereby 100% of the Demised Premises represent 22.1% of Montgomery County's Demised Premises in the Master Lease and 16.7% of the Building.

8.3. All utilities and services (excluding telephone and communications) not specified in Section 8.2 of this Lease, but required by other terms of this Lease to be provided and paid for and secured by the Sub-Lessor.

8.4. Sub-Lessor shall not be liable for any failure to supply utilities or services not due to negligence on the Sub-Lessor's part.

8.5. Sub-Lessor and Sub-Lessee shall work together to reduce the consumption of electricity and other utilities within the Demised Premises. This joint effort will allow Sub-Lessor to establish a shoulder period in accordance operational parameters of the energy management system at the beginning and end of Normal Operating Hours. During this shoulder period, the fans to HVAC systems will remain on, but temperatures will be set at a level where energy savings can occur. Such settings shall be established by Sub-Lessor and approved by Sub-Lessee. Included in the joint efforts will be other energy-saving activities, including encouraging users to turn off computers (not servers) during unoccupied periods, avoiding any incandescent task lighting or individual unit heaters, and acquiring energy-efficient equipment (computers, copiers, faxes, printers, etc.) when possible.

9.1. Intentionally Deleted. Option to Renew.

9.2. Intentionally Deleted. Holdover.

10. The waiver at any time by the Sub-Lessor or the Sub-Lessee of any particular covenant or condition of the Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatever.

11. Sub-Lessor agrees that the terms of this Sub-Lease are covered by the provisions of State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland. Sub-Lessee is responsible for verifying that the annual Rent does not exceed fifteen per cent (15%) of the fair market value of the Demised Premises at the date of the Sub-Lease.

12.1. The Sub-Lessor to the best of its actual knowledge maintains that the Demised Premises comply in all respects with (a) the Maryland Building Performance Standards as set forth at Section 12-501 et seq, of the Public Safety Article of the Annotated Code of Maryland, as amended; (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.); and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals.

12.2. Should either the Sub-Lessor or Sub-Lessee be cited for any non-compliance or violation of any Act, Code or standards set forth in paragraph 12.1, the Sub-Lessor shall at its own expense by the date specified by such citation, correct all violations which are not specifically concerned with the placement or physical characteristics of the Sub-Lessee's furniture or equipment or which are not directly attributable to the negligence of the Sub-Lessee, its employees, or invitees.

12.3. Any violations cited which are specifically concerned with the placement or physical characteristics of the Sub-Lessee's furniture or equipment or which are directly attributable to the negligence of the Sub-Lessee, its employees, or invitees, shall be corrected by the Sub-Lessee by the date specified in the citation. The Sub-Lessor shall not withhold permission for the moving of any heavy furniture or equipment owned by Sub-Lessee for which, under the provisions of this Lease, the Sub-Lessor has reserved the right to direct placement if the original placement is cited as a violation of the above act, but the Sub-Lessor may, for such furniture or equipment, direct the new location.

12.4.1. If required by law, the State shall comply with all environmental laws. Sub-Lessor shall comply with the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. 9601 et seq., as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., or any other, Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to imposing standards of conduct regarding, or imposing liability for hazardous substances, materials, or waste. Sub-Lessor shall indemnify, defend, and hold Sub-Lessee harmless from and against any and all liabilities, losses, damages, injuries, costs, expense, claims of every kind whatsoever arising from Sub-Lessor breach of any such law aforesaid. Subject to the Maryland Tort Claims Act, Sub-Lessee shall indemnify, defend, and hold Sub-Lessor harmless from and against any and all liabilities, losses, damages, injuries, costs, expense, claims of every kind whatsoever arising from Sub-Lessee's breach of any such law aforesaid. The provisions shall survive the early termination or expiration of this Lease and shall continue to be the obligation, liability, and indemnification of Sub-Lessor and Sub-Lessee for the duration of liability arising from the aforementioned.

12.4.2. Environmental Hazards. Sub-Lessor hereby asserts to the best of its actual knowledge that, it has not placed, held, stored, or disposed of any Hazardous Material, as herein defined, under, at or in the Demised Premises or the Building, it has no reason to believe that Hazardous Material of any kind, or storage tanks, have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, in, or under the Demised Premises or the Building; no governmental or private suit, action or proceeding to enforce or impose liability under or pursuant to any environmental laws has been instituted to enforce or impose liability under or pursuant to any environmental laws has been instituted or threatened concerning the Demised Premises or the Building, and no lien has been created under any applicable environmental law. "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in, or for the purpose of, the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. 9601 et seq., as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., or any other, Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to imposing standards of conduct regarding, or imposing liability for hazardous substances, materials, or waste.

12.4.3. The Sub-Lessor hereby acknowledges that it shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under of this Sub-Lease.

13.1. For inquiries concerning the performance of the Sub-Lessee's obligations under this Lease, Sub-Lessor shall contact Sub-Lessee's Facility Manager at the Demised Premises.

13.2. For inquiries concerning interpretation or modification of the Lease and inspection of the Demised Premises, Sub-Lessor shall contact Sub-Lessee's Chief, at the Lease Management and Procurement Division of the Department of General Services.

14. Intentionally Deleted. Right of First Offer.

15. Intentionally Deleted. Time Is Of The Essence.

16. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Sub-Lessor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Sub-Lessor or the subcontractors or suppliers.

17. Intentionally Deleted. Repaint.

18. No employee of the State of Maryland, or any Unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Lease, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland, or any Unit thereof.

19. The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all the above administrative remedies have been exhausted.

20. The Sub-Lessor and Sub-Lessee agree: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this clause.

21. The Sub-Lessor and Sub-Lessee warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Sub-Lessor, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease.

22.1. If the Sub-Lessor fails to fulfill its obligations under this Lease properly and on time, or otherwise violates any provision of this Lease, the Sub-Lessee may terminate this Lease by written notice to the Sub-Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Sub-Lessor shall, at the Sub-Lessee's option, become the Sub-Lessee's property. The Sub-Lessee shall pay the Sub-Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Sub-Lessor's breach. If the damages are more than the compensation payable to Sub-Lessor, the Sub-Lessor shall remain liable after termination and the Sub-Lessee can affirmatively collect such damages.

22.2. This Lease may be terminated by the Sub-Lessee in accordance with this clause, in whole, or from time to time in part, whenever the Sub-Lessee shall determine that such termination is in the best interest of the Sub-Lessee. The Sub-Lessee will pay all reasonable costs associated with this Lease that the Sub-Lessor has incurred up to the date of termination and all reasonable costs associated with termination of the Lease ("Termination Cost"). However, the Sub-Lessor shall not be reimbursed for any anticipatory Rentals, expense, or profits which have not been earned up to the date of termination.

23. Intentionally Deleted. State Procurement Officer Unilateral Right to Suspend Work.

24. In cooperation with Executive Order 01.01.2001.06 for water conservation, the Sub-Lessor acknowledges, that to the benefit of both the Sub-Lessor and Sub-Lessee, the Sub-Lessor shall endeavor to maintain current BOCA/IBC Code efficiency standards for all fixtures in the Demised Premises; to detect and repair leaks in distribution lines and plumbing fixtures; to retrofit or replace fixtures as required; to manage system pressure so as to reduce usage; and when feasible, install efficient landscape design and irrigation techniques and wastewater reclamation and recycling of water for non-potable applications.

25. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of

Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Lease are applicable to this Lease.

26. Compliance with State Recycling Plan. The Sub-Lessor understands that the Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Sub-Lessor shall ensure and facilitate the Sub-Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Sub-Lessor warrants that is has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Sub-Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

27. The Sub-Lessor shall retain and maintain all records and documents relating to this Lease for three years after final payment by the Sub-Lessee hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Sub-Lessee, including the Procurement Officer or designee, at all reasonable times.

28. The Sub-Lessor, to the best of its actual knowledge, hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease; and
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

29. Intentionally Deleted. Completion of Lease Affidavit Addendum A.

30.1. This Lease contains by reference and is incorporated herein as if it were fully set out, the contents of the Department of General Services Lease Specifications and Requirements.

30.2. This Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Lease.

30.3. This Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

30.4. The Sub-Lessor covenants that it has full right, power and authority to enter into this Lease and Sub-Lessor agrees to permit the Sub-Lessee quiet enjoyment of possession of the premises during the Term and any extension herein of this Lease, or for so long as Sub-Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

30.5. The Sub-Lessor agrees to maintain a current fire evacuation plan approved by the Fire Department for the Building, and to work with the Sub-Lessee in appointing floor fire captains to implement the evacuation plan.

30.6. The Sub-Lessor shall designate a facilitator and agrees to conduct semi-annual maintenance inspections with the Sub-Lessee's designee. The inspections shall identify concerns and problems by the Sub-Lessee. The Sub-Lessor shall respond in writing within ten (10) business days detailing action plans and completion times. Both the Sub-Lessor and Sub-Lessee shall provide points of contact with telephone, facsimile numbers, and E-mail addresses.

31. This Lease contains additional provisions set forth on the following addendum attached hereto, and made a part of this Lease:

- (a) Addendum "B1" Landlord/Agency Emergency Contact Information Sheet.
- (b) Exhibit A Master Lessor Sub-Lease Consent Letter
- (c) Exhibit B A copy of the RFP General Performance Standards & Specifications which can be viewed at [www.dgs.state.md.us/realstate](http://www.dgs.state.md.us/realstate).

32. Any notice, demand, consent, approval, request or other communication or document to be given hereunder to a party hereto ("Notice") shall be in writing, and be deemed to have been given (a) on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (b) on the next business day after being deposited (with instructions to deliver it on such business day) with a reputable overnight courier service, or another means of immediate electronic communication, on the day sent if such day is a business day of the addressee and the addressee receives the transmission by 5:00 p.m. local time on such day, and otherwise on the addressee's first business day after the day on which the transmission is sent, in each case to such party's address set forth below or such other address in the United States of America as it designates from time to time by Notice to each other party hereto, or (d) (if such party's receipt is acknowledged in writing) on its actual delivery to such party by other means.

Notices to the Sub-Lessor shall be sent as follows:

Montgomery County Government  
c/o Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850

Notices to the Sub-Lessee shall be sent as follows:

Maryland Department of Juvenile Services  
Attn: Christina Koch  
One Centre Plaza  
120 West Fayette St.  
Baltimore, MD 21201

With copy to:

Chief, Lease Management and Procurement  
Office of Real Estate  
Department of General Services  
300 West Preston Street, Room 601  
Baltimore, Maryland 21201

33. As used herein, the following terms have the following meanings:

BPW means the Maryland State Board of Public Works.

Lease Year means (a) the period beginning at 12:01 a.m. on the Commencement Date and ending at the end of the day immediately before the first anniversary of the first day of the first full calendar month in the Term, and (b) each successive period of 12 calendar months thereafter during the Term.

Person means any natural person, trustee, corporation, partnership, limited liability company or other legal entity.

Normal Working Hours shall mean 7am to 7pm Monday through Friday and 7am to 2pm on Saturday except those days designated an holidays by the State.

Approved Space Plans mean plans which have been jointly approved by the Landlord, Agency and DGS Office of Real Estate, prior to construction.

Approved Construction Budget means that budget which has been jointly approved by the Agency and DGS Office of Real Estate, prior to construction which delineates the cost of required and excess tenant improvements to the Demised Premises.

Approved Change Order means a written statement which requests changes, alterations, additions, deletions to the Approved Space Plans, including scope of work, installed price and signed



by the Agency and DGS Office of Real Estate.

Overhead and Profit - means payment due the Sub-Lessor upon completion and acceptance of the leased space not to exceed ten percent (10%) of the total excess construction costs (overhead) plus ten percent (10%) of the overhead

Termination Costs mean all construction costs required to build out the Demised Premises from (its current) shell condition to the condition specified in the Approved Space Plan and RFP Specifications in accordance with costs delineated in Lessor's Construction Budget, less any construction costs paid for in cash by the Sub-Lessee, less costs amortized as of the date of termination, plus legal fees, architectural/engineering costs, interests costs incurred during construction associated with the Lease attributable to the construction of the Demised Premises.

34. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, (c) to Sub-Lessor or Sub-Lessee shall be deemed to refer to each Person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. This Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

35. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Sub-Lessor defaults in any obligation hereunder, Sub-Lessor shall have 30 days from the date of the written notice to cure the same (provided, however, that such 30-day period shall be extended as reasonably required if the cure requires in excess of 30 days and Sub-Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Sub-Lessee, the default threatens the health, safety, or welfare of Sub-Lessee's employees, guest, and/or invitees. If Sub-Lessor fails to cure the default within the applicable specified period, Sub-Lessee may expend such sums as are necessary to cure the default and Sub-Lessor shall be liable to Sub-Lessee for same.

36. References to any specific right or remedy shall not preclude Sub-Lessor or Sub-Lessee from exercising any other right or remedy to which it is otherwise entitled, in law or in equity.

37. The Sub-Lessee and the Sub-Lessor agree to indemnify and hold each other harmless from any liability, damage, cause of action, suits, claims or judgments arising from injury to person or property or otherwise which arises out of the act, failure to act, or negligence in connection with or arising out of the activity of Sub-Lessor or Sub-Lessee as the case may be, which is the subject of this Lease. Any obligation or liability of the Sub-Lessor, arising in any way from this Lease is subject to, limited by, and contingent on the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings Art., Section 5-301 et seq. (the "LGTC Act"). Any indemnification given by the Sub-Lessor in this Lease is not intended to create any rights in any third parties.

Any obligation or liability of the Sub-Lessee arising in any way from this Lease is subject to, limited by, and contingent on the appropriation and availability of funds, State Attorney General's Opinions, as well as the damage caps and notice requirements stated in the Maryland Tort Claims Act, currently found at Maryland Annotated Code, State Government Article, Section 12-101 et seq. Any indemnification given by the Sub-Lessee in this Lease is not intended to create rights in any third parties.

**(Rest of page intentionally left blank; Signature page follows)**

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

WITNESS

SUB-LESSOR: Montgomery County,  
Maryland

BY: [Signature]  
For Ramona Bell-Pearson  
Assistant Chief Administrative  
Officer

Approved as to form and legal sufficiency  
this 16 day of August,  
2013

[Signature]  
Alexandra Thompson  
Assistant County Attorney

RECOMMENDED:

[Signature] 8/15/13  
Cynthia Brennehan  
Director for Office of Real Estate

SUB-LESSEE: The State of Maryland, to the use of  
Department of Juvenile Services

BY: [Signature]  
Lynette Holmes  
Deputy Secretary

Execution of the above Sub-Lease was authorized and approved by the Board of Public Works  
at a meeting held on August 21, 2013 as Item 24 - LI.

[Signature]  
Office of Real Estate  
Department of General Services

This Sub-Lease has been reviewed for form and legal sufficiency and approved by the Office of  
the Attorney General on 10/4/13 by [Signature]  
Assistant Attorney General.

[Signature]  
Assistant Attorney General

“Addendum B1”

DGS OFFICE OF REAL ESTATE  
Lease Management and Procurement

File #:

\_\_\_\_\_ CITY/COUNTY

TENANT: \_\_\_\_\_ LOCATION \_\_\_\_\_  
Agency Contact: \_\_\_\_\_ Back Up Agency Contact: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Cell Telephone: \_\_\_\_\_ Cell Telephone: \_\_\_\_\_  
Pager Number: \_\_\_\_\_ Pager Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

MASTER LANDLORD CONTACT INFORMATION

Agency: \_\_\_\_\_  
Owner Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Management Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Secondary Contact: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Office Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Pager: \_\_\_\_\_ Pager: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

SUB-TENANT \_\_\_\_\_ LOCATION \_\_\_\_\_  
Agency Contact: \_\_\_\_\_ Back Up Agency Contact: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Cell Telephone: \_\_\_\_\_ Cell Telephone: \_\_\_\_\_  
Pager Number: \_\_\_\_\_ Pager Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**EXHIBIT A**

**Master Lessor Sub-Lease Consent Letter**

## CONSENT TO SUBLEASE

This **Consent to Sublease** is made this 6<sup>th</sup> day of September, 2013, by and between **FP Gude, LLC**, a Maryland limited liability company, successor-in-interest to Rock Creek M, LLC (“Landlord”), as Landlord under that certain Deed of Lease dated September 28, 2000, as amended by the First Amendment to Deed of Lease dated June 27, 2011 (collectively, the “Lease”), and **Montgomery County, Maryland**, a body politic and corporate, and a political subdivision of the State of Maryland (“Tenant”).

### **WITNESSETH:**

**WHEREAS**, Tenant has requested that Landlord consent to the sublease of a portion of the Premises from Tenant to the State of Maryland, to the use of the Department of Juvenile Services (“Sub-Lessee”); and

**WHEREAS**, subject to and specifically conditioned upon the following terms and conditions, Landlord hereby grants its consent to the Standard State of Maryland Lease Form (Form DGS-680-3B) Intergovernmental as amended made by and between the Tenant and Sub-Lessee, a copy of which is attached hereto as Exhibit “A” (the “Sublease”), covering certain premises (the “Subleased Premises”) as more particularly described in the Sublease, in the building located at 7300 Calhoun Place, Rockville, Maryland (the “Building”).

**NOW THEREFORE**, this Consent to Sublease and the acknowledgment and acceptance of the conditions hereof may be executed in counterparts, each of which shall be considered an original but constituting one and the same document. As conditions to the consent of Landlord to the Sublease, it is understood and agreed as follows:

1. **RECITALS**. The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS**. Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Lease.
3. **NO RELEASE**. This Consent to Sublease shall in no way release Tenant or any person or entity claiming by, through or under Tenant, including Sub-Lessee, from any of its covenants, agreements, liabilities and duties under the Lease, as the same may be amended from time to time, without respect to any provision to the contrary in the Sublease.
4. **SPECIFIC PROVISIONS OF LEASE AND SUBLEASE**. This Consent to Sublease consenting to a sublease to Sub-Lessee does not constitute approval by Landlord of any of the provisions of the Sublease document or agreement thereto or therewith; nor shall the same be construed to amend the Lease in any respect, any purported modifications being solely for the purpose of setting forth the rights and obligations as between Tenant and Sub-Lessee, but not binding Landlord.
5. **NO OBLIGATIONS CREATED**. Each of the parties to this Consent to Sublease agree and acknowledge that Landlord shall have no obligation or liability under the Sublease.

Without limiting the generality of the foregoing, Landlord shall have no obligation to give notice of any default under the Lease except to Tenant (and only to the extent required under the Lease) and shall have no obligation to deal with any party other than Tenant with respect to the Lease or the Premises.

6. **TENANT'S CONTINUING LIABILITY.** Tenant shall be liable to Landlord for any default under the Lease, whether such default is caused by Tenant or Sub-Lessee or anyone claiming by or through either Tenant or Sub-Lessee, but the foregoing shall not be deemed to restrict or diminish any right which Landlord may have against Sub-Lessee pursuant to the Lease, in law or in equity for violation of the Lease or otherwise.

7. **ACCEPTANCE BY TENANT.** Tenant understands and acknowledges that Landlord has agreed to execute this Consent to Sublease based upon Tenant's acknowledgment and acceptance of the terms and conditions hereof.

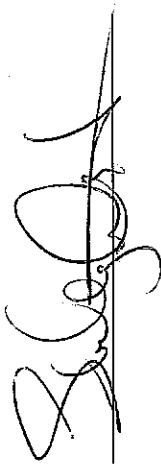
8. **SUBORDINATION.** The Sublease is, in all respects, subject and subordinate to the Lease, as the same may be amended. Furthermore, in the case of any conflict between the provisions of this Consent to Sublease or the Lease and the provisions of the Sublease, the provisions of this Consent to Sublease or the Lease, as the case may be, shall prevail unaffected by the Sublease.

9. **TERMINATION OF LEASE.** If at any time, prior to the expiration of the term of the Sublease, the Lease shall terminate or be terminated for any reason (or Tenant's right to possession shall terminate without termination of the Lease), the Sublease shall simultaneously terminate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:



LANDLORD:

FP Gude, LLC,  
a Maryland limited liability company

By: FP Gude Manager, LLC,  
Its Managing Member

By: First Potomac Realty Investment Limited  
Partnership,

Its Sole Member

By: First Potomac Realty Trust,  
Its General Partner

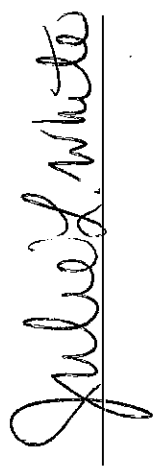
By: 

Name: Matthew L. Wilson, SIOR

Title: Vice President

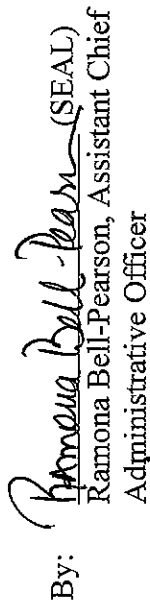
Date: 9/6/2013

WITNESS/ATTEST:



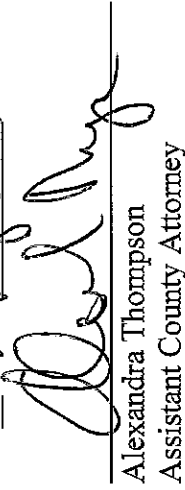
TENANT:

Montgomery County, Maryland,  
a body corporate and politic and a political  
subdivision of the State of Maryland

By:  (SEAL)  
Ramona Bell-Pearson, Assistant Chief  
Administrative Officer

Date: August 28, 2013

Approved as to form and legal sufficiency  
this 28 day of August, 2013

  
Alexandra Thompson  
Assistant County Attorney

RECOMMENDED:

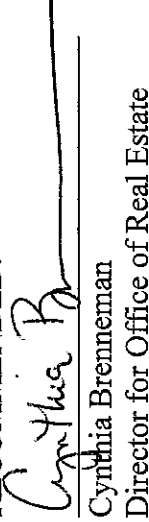
  
Cynthia Brenneman  
Director for Office of Real Estate

Exhibit "A"

SUBLEASE