

## GROUND LEASE AGREEMENT

### NATIONAL HARBOR PUBLIC SAFETY BUILDING

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into the last date signed by the Parties below ( "Effective Date") by and between the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate and agency of the State of Maryland, acting on behalf of the Commission's Prince George's County Planning Board ("Landlord" or "Commission"), and PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic in the State of Maryland ("Tenant" or "County"), by and through its Office of Central Services. Landlord and Tenant are each referred to hereinafter as a "Party" and collectively referred to as "Parties".

**WHEREAS**, the Commission is the fee simple owner of certain property located in Prince George's County consisting of approximately 57.25 acres as more fully described in **Exhibit "A"** attached hereto and incorporated herein ("Commission Property") and being the same land conveyed by deed to Commission recorded in the Land Records Office of Prince George's County, Maryland, in Liber 13598, Folio 00231 being in the Twelfth (12th) Election District, Prince George's County, Maryland; and

**WHEREAS**, pursuant to the Maryland Annotated Code, Land Use Article ("LUA"), § 17-204, the Commission is authorized to lease the Commission Property for public purposes; and

**WHEREAS**, as a result of the increased retail and entertainment activity brought on by the development of the MGM National Harbor Casino Resort, there is a need for a permanent presence of the County's public safety agencies at the National Harbor; and

**WHEREAS**, as a result of the increased recreational opportunities at the National Harbor waterfront, the public desires increased public space to support community use; and

**WHEREAS**, there is a need for Commission Park Police operations space to support safe recreational opportunities at National Harbor and surrounding areas; and

**WHEREAS**, the County desires to lease a 2.94 acre portion of the Commission Property from the Commission, which is more particularly described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto and incorporated herein (the "Leased Premises"), for the construction and operation of a facility ("Public Safety Building," "Project," or "Improvements") depicted in **Exhibit "C"** to provide the Prince George's County Police and Fire Departments and the Commission with a permanent public safety presence at the National Harbor; and

**WHEREAS**, the County and the Commission agree to include exclusive space in the Public Safety Building for the Commission's Park Police, Community Meeting Room, and Public Bathrooms to support the Commission meeting the community's public recreational needs as set forth in **Exhibit "C"**; and

**WHEREAS**, the Leased Premises includes that portion of the Commission Property

reserved for fifty-four (54) parking spaces for exclusive use by the Landlord (“Commission Parking Lot”), as designated on **Exhibit “B”**. The Commission Parking Lot shall be for the exclusive use of Commission Park Police and park users.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

## ARTICLE 1

### 1.1. Exhibits; Recitals

1.1.1 The Exhibits and addenda attached to this Lease which are incorporated herein and made a part of the Lease are as follows:

Exhibit A	Legal Description of Commission Property
Exhibit B	Plat depicting Leased Premises
Exhibit C	Public Safety Building Site Plan (Exterior)
Exhibit D	Public Safety Building Interior Floor Plan, including the Commission Space
Exhibit E	Construction Scope and Schedule for the Building and Improvements

1.1.2 The representations and recitations set forth in the foregoing Recitals are material to this Lease and are hereby incorporated into and made a part of this Lease as though they were fully set forth in this Article 1.

### 1.2 Definitions

All terms capitalized but not otherwise defined herein shall have the respective meanings ascribed to them in this Lease. The following terms shall have the meanings set forth adjacent to them:

1.2.1 “Alteration” or “Alterations” means all equipment, fixtures, improvements, installations, betterments, and decorations and all additions thereto, substitutions therefor, and replacements thereof.

1.2.2 “Commission Space” means the 1,548 square feet of space in the Public Safety Building according to the Plans and Specifications, for exclusive use by the Landlord for the Commission Park Police, a Community Meeting Room and Public Bathrooms, as more fully shown on **Exhibit “C”**.

1.2.3 “CPI Adjustment” shall mean and refer to a change in the particular dollar amount referred to, measured by the cumulative change in the Consumer Price Index from the Effective Date of this Lease (“Base CPI”) to the calendar for which such dollar amount is to be determined (“Current CPI”). If the Current CPI has increased or decreased from

the Base CPI, such dollar amount shall be increased or decreased, respectively, in the same proportion as such increase or decrease in the Consumer Price Index.

1.2.4 “Consumer Price Index” shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers - CPI-W, All Items, Washington-Baltimore, DC-MD-VA-WV (1996 = 100) (available at [http://www.bls.gov/regions/midatlantic/data/consumerpriceindexhistorical\\_washingtondc\\_table.htm](http://www.bls.gov/regions/midatlantic/data/consumerpriceindexhistorical_washingtondc_table.htm)). If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, such adjustment shall be made by the parties in such revised index as would produce results equivalent, as nearly as possible, to those which would have been obtained if such manner of determining the Consumer Price Index had not been so revised. If the Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the parties to make the calculations referred to herein, then the parties shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar in the combined Washington, D.C.- Baltimore, Maryland greater metropolitan area, published by another governmental agency, or if no such index shall be available, then a comparable index published by a major bank or other financial institution, or a university, or a recognized financial publication.

1.2.5 “Tenant Default” means Tenant’s uncured default or breach under this Lease.

1.2.6 “Landlord Default” means Landlord’s uncured default or breach under this Lease.

1.2.7 “Default Notice” means Landlord’s or Tenant’s notice of a Default, describing the Default in reasonable detail.

1.2.8 “Event of Default” shall have the meaning given to it in Article 14 hereof.

1.2.9 “Force Majeure” shall mean acts of God, fire, earthquake, flood, epidemic, pandemic, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facility, materials or supplies in the open market, failure of transportation, strikes, lock outs, actions of labor unions, condemnation, laws, governmental action or inaction, orders of government or civil or military or naval authorities, unforeseen subsurface conditions, adverse weather conditions not reasonably expected for the location of the Property and the time of year in question or any cause, whether similar or dissimilar to the foregoing, not within their reasonable control of, as applicable, the Landlord or the Tenant. In no event, however, shall a lack of money be grounds for Force Majeure.

1.2.10 “Governmental Regulations” shall mean all instruments of record that burden the Property and all requirements, rules, orders, codes and regulations of the Federal, state, and municipal governments or other duly constituted public authority, and of

any board of insurance regulators or underwriters, health officer, fire marshal, or building inspector affecting or relating to the Property, the business conducted on or at the Property, or Tenant's use of the Property including the making of Alterations.

1.2.11 "Hazardous Materials" shall mean, at any time: (i) asbestos and any asbestos containing material; (ii) any substance that is then defined or listed in, or otherwise classified pursuant to, any environmental requirements or any applicable laws or regulations as a "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity"; (iii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (iv) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, and medical waste; or (v) any product that is inflammable, combustible, corrosive, caustic, poisonous, explosive, or hazardous.

1.2.12 "Lease Termination Notice" means a notice stating this Lease has terminated and describing in reasonable detail any uncured Events of Default.

1.2.13 "Loss Proceeds" means any insurance proceeds or any award on account of a Taking paid or payable for a loss resulting from a casualty or Taking.

1.2.14 "Public Safety Building Site Plan" means those conceptual plans and specifications prepared by the Tenant's contractor for the Improvements, attached hereto and incorporated herein as **Exhibit "C"**.

1.2.15 "Taking" means when the whole or a substantial part of the Leased Premises (or use or occupancy thereof) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such taking).

1.2.16 "Tenant's Interest" shall mean, collectively, Tenant's interest in the Improvements, Tenant's leasehold interest in the Property as well as Tenant's interest in this Lease and all subleases, if any.

## ARTICLE 2 Demise; Title

### 2.1 Demise.

2.1.1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Premises for the construction, use, operation, maintenance, and repair of the Public Safety Building and associated improvements, subject to the following:

2.1.1.(a). any and all covenants, conditions, restrictions, easements and rights-of-way of record; and

2.1.1.(b). any unrecorded easements, if any, on, above, or below, and any discrepancies or conflicts in boundary lines or shortage in area or encroachments, in each case that a proper ALTA/ACSM survey or an inspection of the respective Leased Premises would disclose.

## 2.2 Condition.

2.2.1. Tenant acknowledges that Landlord is leasing the Leased Premises to Tenant “AS IS” and “WHERE IS” without any representations or warranties, including any express or implied warranties of marketability or fitness, and without recourse to Landlord with respect to the condition of the Leased Premises, including but not limited to the soil and subsurface conditions thereof, or to the presence or absence of Hazardous Materials, or any other matter whatsoever with respect to the Leased Premises. It is the understanding and intent of the Parties, that the Leased Premises is not a separate parcel of record and that there has been no subdivision of the Leased Premises of record or in fact.

## 2.3 Title to the Improvements.

2.3.1. The Public Safety Building shall be constructed in accordance with this Lease. Excluding the Commission Parking Lot, title to the Public Safety Building, structures and other improvements now or hereafter located on Leased Premises shall be owned solely by Tenant during the Term, and the Tenant shall enjoy all the incidents of ownership in and to the Public Safety Building, except as hereinafter provided; upon the expiration of the Term, all right, title, and interest in and to the Improvements shall vest in the Landlord. The Leased Premises shall be the sole property of the Landlord, subject to the leasehold estate of the Tenant.

## ARTICLE 3 Term

### 3.1 Term.

3.1.1. The term of this Lease (the “Initial Term”) shall commence upon the Effective Date and shall expire on the last day of the calendar month that is forty (40) Lease Years after the Effective Date, unless sooner terminated or extended as provided herein. “Lease Year” shall mean each consecutive twelve (12) month period beginning with the Effective Date, except that if the Effective Date is other than the first day of a calendar month, then the first Lease Year shall be the period from the Effective Date through the date twelve (12) months after the last day of the calendar month in which the Effective Date occurs, and each subsequent Lease Year shall be the period of twelve (12) months following the last day of the prior Lease Year.

3.2 Renewal Term.

3.2.1 Tenant shall have the option to extend the Initial Term, at the applicable annual rental rate set forth in Article 4 of this Lease and otherwise upon all the terms and provisions set forth herein with respect to the Initial Term, for up to two (2) additional periods of ten (10) years each ("Renewal Term"), the first commencing upon the expiration of the Initial Term hereof and the second commencing upon the expiration of the first Renewal Term, if any. Exercise of such option with respect to the each such Renewal Term shall be by written notice to Landlord at least fifteen (15) months prior to the expiration of the Initial or Renewal Term hereof. If Tenant is in default of the terms of this Lease on the date of such notice or on the date any Renewal Term is to commence, then the option shall be of no force or effect, the Renewal Term shall not commence and this Lease shall expire at the end of the then current term hereof (or at such earlier time as Landlord may elect pursuant to the default provisions of this Lease). If Tenant properly exercises written notice of its intent to exercise one or more options to extend the Initial Term under this Article, then all references in this Lease to the "Term" shall be construed to include the Initial Term and Renewal Term(s) thus elected by Tenant. Except as expressly set forth in this Article 3.2, Tenant shall have no right to extend the term of this Lease beyond its prescribed term.

3.3 Reversionary Interest.

3.3.1 Pursuant to LUA § 17-204(a)(3), upon the expiration or termination of this Lease, title to the Leased Premises and the Improvements shall revert to Landlord at no additional costs to Landlord.

3.4 Recordation.

3.4.1 A memorandum of this Lease, in form reasonably acceptable to the Parties, shall be recorded in the Land Records of Prince George's County, Maryland.

ARTICLE 4  
Rent

4.1 Rent.

4.1.1 Annual Base Rent. The annual base rent for the Leased Premises shall be One Dollar (\$1.00), per annum starting with the Effective Date. It is the express understanding and agreement of Landlord and Tenant that the rent due and payable hereunder shall be net to Landlord, so that this Lease shall yield to Landlord the annual base rent described herein, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid by Tenant (including, but not limited to, real estate and possessory taxes assessed against the Leased Premises, water and sewer use fees, insurance premiums, utility expenses, and any and all operating, maintenance, and repair costs of the Leased Premises and all improvements situated thereon). The foregoing notwithstanding, it is presumed by the parties that the Leased Premises and the Public

Safety Building will be exempt from real estate taxes upon lease of the same to the County.

Rent Payments: The Rent payments due herein shall be made payable to Landlord at:

Addresses:

William Spencer  
Acting Executive Director  
Maryland-National Capital Park  
and Planning Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737

With a copy to:

Debra S. Borden  
General Counsel  
Maryland-National Capital Park  
and Planning Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737

ARTICLE 5

Design; Construction; Access

5.1 Landlord Approvals.

5.1.1. Tenant agrees to include the Commission in the design process of the Commission Space on a regular basis, and Tenant and Tenant's contractors are required to provide quarterly project reports during design and construction phase of the project. The Tenant shall deliver to the Landlord, for Landlord's review and approval, the final Construction Drawings and Specifications (collectively, the "Contract Documents") for the Commission Space along with the following:

5.1.1.(a). Public Safety Building Site Plan and a proposed detailed scope of work for construction of all Improvements associated with the Commission Space and the Commission Parking Lot;

5.1.1.(b). Site and landscaping plans for the Leased Premises;

5.1.1.(c). All requisite building permits authorizing construction of the Improvements, applicable construction plans setting forth the Project design, engineering, and building specifications for the Improvements in complete "as planned" detail prepared according to the prevailing design standards for similar construction and any other construction related documents;

5.1.1.(d). A schedule for the construction of the Improvements, which shall be

attached hereto and incorporated herein as **Exhibit “D”**;

5.1.1.(e). Bonds described further below to secure payment to suppliers and materialmen, contractor performance and any mitigation or restoration requirements associated with construction of the Improvements.

5.1.2 Landlord’s approval of the Contract Documents for the Commission Space and Commission Parking Lot shall not be unreasonably withheld.

5.1.3 The Commission reserves the right to inspect the Leased Promises including but not limited to Commission Space and the Commission Parking Lot on a regular basis during construction and operation of the Leased Promises.

5.1.4 Once approved by the Landlord, any revisions to the Commission Space and Commission Parking Lot portion of the Plans and Specifications shall require the approval of Landlord, except to the extent that such modifications (i) are necessary to permit the Plans and Specifications (and the improvements to be constructed in accordance therewith), to be in compliance with applicable laws, or to address reasonably unforeseen field conditions, or (ii) do not affect the exterior aesthetic of the Improvements or the interior of the Commission Space.

## 5.2 Bonds.

5.2.1. Tenant shall require its contractor to obtain and maintain throughout completion of construction of the Improvements a payment bond and performance bond in the penal sum equal to the amount required under the law, but no less than one hundred twenty-five percent (125%) of the aggregate Project Budget. The County and the Commission shall be named as co-obligees under the bond.

## 5.3 Completion of Construction

5.3.1 Tenant shall cause the construction of the Improvements to be diligently completed and prosecuted in a good and workmanlike manner and shall cause the same to be completed within eighteen (18) months of construction, or at such other times as mutually agreed upon by the Parties, accordance with this Lease and the Contract Documents, including, without limitation, the detailed Plans and Specifications. The Tenant shall provide written notice to the Commission thirty (30) days prior to the beginning of construction.

5.3.2. The Improvements shall include the construction of a stormwater management facility (“SWM Facility”) to be constructed in compliance with all applicable laws, statutes, building codes and regulations of general application and in accordance with the Site and Storm Water Management Plan set forth in **Exhibit “C”**. Upon completion of the Improvements, Tenant shall keep and maintain the SWM Facility in a clean, sightly, safe, unobstructed good and usable condition, including any necessary replacements. The SWM Facility shall be subject to the presence of any unrecorded and recorded easements



on the Leased Premises.

5.3.3. No work associated with the construction of the Improvements shall be commenced by the Tenant unless and until the Contract Documents for the Improvements have been approved, which approval shall not be unreasonably withheld, conditioned or delayed by the Landlord, by all governmental authorities having or claiming jurisdiction over the Improvements, and by any other party whose approval is required under applicable agreements, and unless and until all building, construction, and other permits necessary or required in connection with the construction of the Improvements have been validly issued and all fees, bonds, and any other security required in connection therewith have been paid or posted.

5.3.4. The Landlord's review and approval of the Contract Documents for the construction of the Improvements are only for the purpose of ensuring that the Contract Documents are consistent with the Commission's expectations of the intended use of the Improvements. By issuing its approval of the Contract Documents for the construction of Improvements, the Landlord is not warranting that the Contract Documents are complete or constructible and will not be responsible for the construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs utilized in connection with the work to be performed on the Leased Premises, as these are solely the responsibilities of the Tenant. The Landlord will not have control over or charge of, and will not be responsible for, inconsistencies, deficiencies, acts, or omissions of the Tenant or their contractors, agents, or employees or any other persons or entities performing portions of the work.

#### 5.4 Access and Waste.

5.4.1 Tenant, its agents, guests, and invitees shall have the right to enter upon, cross, use, and occupy the Leased Premises for the construction and operation of the Public Safety Building as illustrated in the Plans and Specifications. Tenant, its agents, guests, and invitees shall have the right to enter upon, cross, use, and park on the Commission Property in connection with the construction of, unrestricted access to, and use of the Tenant's Leased Premises and Public Safety Building.

5.4.2 Tenant agrees not to commit waste on the Leased Premises and not to use the Leased Premises for any unlawful purpose, or in violation of any certificate of occupancy, or for any purpose which may constitute a public or private nuisance.

#### 5.5 Permits.

5.5.1 Landlord agrees, within ten (10) business days after receipt of written request from Tenant, to join in any reasonable applications for Permits in connection with the construction, operation, and maintenance of the Public Safety Building (provided that the same does not have a significantly adverse effect on the balance of the Commission Property). Tenant shall be solely responsible, at its cost and expense, to obtain and shall obtain, if required, any permits and/or licenses necessary to construct and operate the

Public Safety Building on the Leased Premises, including but not limited to any necessary permits from the Maryland Critical Area Commission and the Maryland State Highway Administration. Landlord will assist Tenant to the fullest extent possible in procuring permits for the construction of the Improvements and the use and occupancy permit at the completion of the Improvements. Further, Tenant will comply with all laws and regulations as enacted by the County, State, or Federal government insofar as the same pertains to the occupation of the Leased Premises, introduction or storage of prohibited noxious substances, or conduct of Tenant's business on the Leased Premises.

5.6 Compliance.

5.6.1. Tenant at its sole cost and expense, agrees to comply with Government Regulations for the Public Safety Building as of the Effective Date.

5.7 Easements.

5.7.1. Landlord shall also join in any grants or easements for electric, telephone, gas, water, sewer, public utilities and facilities, access roads, or other facilities useful or necessary to the operation of the Public Safety Building or the construction thereof (provided that the same does not have a significantly adverse effect on the balance of the Commission Property).

ARTICLE 6  
Use

6.1 Tenant Permitted Use

6.1.1. The Leased Premises shall be used by Tenant for a Public Safety Building to provide the Prince George's County Police and Fire Departments with a permanent space and a public safety presence at the National Harbor and shall be in compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses and restrictions now or hereafter applicable to the Leased Premises and to the use and occupancy thereof, including, without limitation, the Americans with Disabilities Act ("ADA").

6.1.2. Tenant will use the Leased Premises in a careful, safe, and proper manner and will not subject the Leased Premises to use that would damage the Leased Premises, or obstruct or interfere with the rights of Landlord, including using or allowing the Leased Premises to be used for any unlawful purpose.

6.1.3. Tenant will have use of all areas on the Leased Premises. The Commission Parking Lot is a part of the Leased Premises only for purposes of construction of the building and site work during construction. Tenant is not granted any right to use the Commission Parking Lot pursuant to this Lease after completion of construction. Tenant agrees that at no time will Tenant or Tenant's employees, agents, or invitees park or allow to be parked on the Leased Premises any abandoned vehicles, vehicles under repair,

vehicle parts, or any other objects which the Landlord deems to detract from the appearance of the Leased Premises. With the exception of vehicles actively being used for law enforcement purposes, Tenant also agrees that at no time will Tenant or Tenant's employees, agents, or invitees park any vehicles overnight on the Leased Premises.

6.2 Landlord Use

6.2.1. Tenant shall construct the Commission Space as more fully shown on **Exhibit "C"**, to support the Commission meeting the community's public recreational needs and in compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, and restrictions now or hereafter applicable to the Leased Premises, including, without limitation, the ADA. The Commission Space shall constitute a portion of the Public Safety Building as provided herein. Landlord shall have exclusive control of and the right to use the Commission Space on a twenty-four (24) hour per day, seven (7) day per week basis and the right of ingress and egress over and through the Leased Premises (and all improvements located thereon) as necessary for Landlord's use and enjoyment of the Commission Space and the related common areas, including, without limitation, the lobby, restroom and shower facilities, and Commission Parking Lot as shown on **Exhibit "C"**.

6.2.2. The Landlord shall, at Landlord's sole cost and expense, be responsible for the Commission Space, including, making any improvements, alterations, or modifications (including, without limitation, compliance with the ADA) related to its use or occupancy of the Commission Space and cleaning of the Commission Space and Public Bathrooms. The Landlord shall also be responsible for the maintenance and repair of the interior Commission Space.

6.2.3. Landlord and Tenant agree to place signage upon the Leased Premises, subject to review and approval by both parties in order to avoid confusion in the function of the building and parking space. The Landlord reserves the right to place signage in the Commission Space.

6.3. Landlord and Tenant agree to give prompt notice to each other of any notice from any Governmental Authorities regarding the Leased Premises including, without limitation, any notice pertaining to air and water quality, hazardous materials, waste disposal, air emissions, and other environmental matters and any which impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Leased Premises. Tenant may, in good faith, dispute the validity of any complaint or action taken pursuant to or under color of any of the foregoing, defend against the same, and, in good faith, diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same.

ARTICLE 7  
Utilities

7.1 Utilities

7.1.1 Tenant shall pay, or cause to be paid, all charges for gas, electricity, light, heat,

water, sewage, air conditioning, telephone, protective and other communication services, and for all other public or private utility services which shall be used, rendered, or supplied to or in connection with the Leased Premises with the exception of the Commission Space, which shall be separately metered for all utilities. Tenant shall repair and maintain any systems and equipment used in connection therewith and shall comply with any applicable Governmental Regulations. The foregoing notwithstanding, Tenant shall not be responsible for providing Landlord with an internet connection.

7.1.2 Except as needed or required for the Commission Space and Commission Parking Lot, Landlord shall have no obligation to provide any services, utilities, or maintenance to the Leased Premises or make any repairs therein or thereto; provided however, the Landlord shall maintain the interior of the Commission Space. Unless due to Landlord's willful acts of commission, Landlord shall not be liable for any failure, interruption, or curtailment of services or utilities or for injury or damage to persons or property in connection with the provision of such services or utilities from any cause whatsoever (including, without limitation, acts of God).

7.1.3. Tenant shall be responsible for contracting for utility extensions and other services to the Leased Premises throughout the Term. Landlord shall, upon the request of Tenant and at Tenant's sole cost and expense, join with Tenant in any application required for obtaining or continuing any of the foregoing utilities. Tenant shall be solely responsible for the payment of, and shall pay and discharge, any utility charges which are incurred as a result of the construction of the Improvements (including, without limitation, the Commission Space).

## ARTICLE 8 Maintenance; Repairs

### 8.1 Maintenance; Repairs

8.1.1. Tenant, at its sole cost and expense, shall maintain the Leased Premises in good operating condition and repair, and in such condition as may be required by Governmental Regulations and by the terms of the insurance policies required hereunder, provided, however, that Landlord shall be solely responsible for the maintenance and repair of the interior of the Commission Space. With the exception of the Commission Space and Commission Parking Lot, Tenant shall make all repairs and replacements of the Public Safety Building and Improvements, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, which may be required to be made upon or in connection with the Leased Premises in order to keep the same in good repair and condition throughout the Term and as reasonably necessary to maintain the same in an attractive condition in accordance with plans approved by Landlord, subject only to ordinary wear and tear. Landlord shall not under any circumstances be required to build or contribute to the construction of the Public Safety Building or any Improvements, or to make any repairs, replacements, alterations or renewals of any nature or description to the Leased Premises, whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen, or to maintain the Leased Premises in any way,

except with respect to the Commission Space and the Commission Parking Lot. Landlord, at its sole expense, shall be responsible for snow and ice removal of the Commission Parking Lot and sidewalks of the Leased Premises.

8.1.2. Notwithstanding any other provisions of this Lease, and with the exception of the Commission Parking Lot, Tenant shall also, at its sole cost and expense, put, keep and maintain all sidewalks, curbs, and passageways within the Leased Premises in good condition, repair, and appearance, free of dirt, rubbish, and obstructions during the Term. Tenant shall provide all lawn mowing and landscape maintenance for the Leased Premises during the Term.

## ARTICLE 9 Alterations

### 9.1 Alterations.

9.1.1 Once construction of the Improvements is completed, Tenant may from time to time perform any alteration, construction, demolition, reconstruction, redevelopment, repair, restoration, or other work affecting Public Safety Building and any Improvements (collectively, “Alterations”) as Tenant shall consider necessary or appropriate; provided, however, that no Alterations shall be made by Tenant without the prior review and approval of the plans and specifications for the Alterations by Landlord; provided that Landlord’s approval shall not be required for any Alterations that (i) are necessary to permit the Improvements to be in compliance with applicable laws, or to address reasonably unforeseen field conditions, or (ii) do not affect the exterior aesthetic of the Improvements, or the interior of the Commission Space.

### 9.2 Landlord Approval.

9.2.1. To the extent Tenant commences any Alterations, Tenant shall complete such Alterations with reasonable diligence and within a reasonable time. Such Alterations shall be completed in a good and workmanlike manner and shall be completed in conformity with all Governmental Regulations in all material respects and in accordance with (i) plans and specifications reviewed and approved by Landlord, (ii) all applicable legal requirements, and (iii) insurance requirements. Any Alterations shall stand entirely on the Leased Premises and shall not be dependent upon any other building or improvements located on other land. Tenant shall pay for all Alterations when and as required by the parties that perform such Alterations. To the extent Tenant obtains plans and specifications or surveys (including working plans and specifications and “as-built” plans and specifications and surveys) for any construction, Tenant shall promptly provide Landlord with a copy, in hard copy and electronic format, along with copies of any agreements between Tenant and the applicable architect, engineer or surveyor.

### 9.3 Americans with Disabilities Act.

9.3.1. Tenant, at its sole cost and expense, shall comply with the ADA and shall be

responsible for removing architectural barriers that are not readily achievable and for providing reasonable auxiliary aids and services. Tenant shall not make any modifications to the Leased Premises that would jeopardize compliance with the ADA.

9.4 Liens.

9.4.1. Except for any liens permitted herein (which shall include ordinary utility easements and similar encumbrances), Tenant shall keep all of the Leased Premises free and clear of all liens arising out of, or claimed by reason of, any work performed, material furnished, or obligations incurred by or at the insistence of Tenant (“Tenant’s Liens”). Upon Landlord’s request, Tenant shall promptly furnish Landlord with final sworn owner’s and contractor’s statements and full and final waivers of lien covering all labor and materials included in such Alteration. No liens of any character whatsoever created or suffered by Tenant, shall in any way, or to any extent, attach to Landlord’s Interest.

9.5 Landlord Alterations.

9.5.1. Throughout the Term of the Lease, Landlord shall have the right to make or cause to be made any alterations, additions, renovations, improvements or installations in or to the interior of the Commission Space (hereinafter singularly referred to as a “Landlord Alteration” and collectively as “Landlord Alterations”)

9.6 Survival.

9.6.1 Tenant’s obligations in this Article 9 shall survive the expiration or termination of this Lease.

ARTICLE 10  
Insurance

10.1 Tenant’s Insurance.

10.1.1. Tenant may self-insure and shall provide evidence of self-insurance in writing to Landlord prior to commencement of construction of the Public Safety Building and Improvements.

10.2 Tenant’s Contractors During Construction.

10.2.1. During the construction of the Public Safety Building and Improvements and the performance of all Alterations, Tenant shall maintain or, at its option, cause Tenant’s contractor or subcontractor, as appropriate, performing the construction to maintain:

10.2.1(a). Builders Risk insurance, which shall be on an all-risk policy form including but not limited to, the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse, and earthquake. In addition to the Builders Risk insurance, an endorsement or a separate insurance policy covering all risk of

physical loss or damage to property to be used in, incidental to, or during the construction of and any resultant damage caused by construction in connection with this Lease.

10.2.1(b). Automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) for each occurrence covering liability arising out of any automobile (including owned, hired, and non-owned automobiles) used in connection with such construction;

10.2.1(c). A Commercial General Liability (CGL) insurance policy covering the liability of Tenant's contractors for all work and operations under or in connection with the Project and all obligations assumed by the contractor under this Lease. Products, completed operations, and contractual liability must be included, in addition to coverage for explosion, collapse, and underground hazards (XCU), wherever required. Coverage under such an insurance policy shall include bodily injury and property damage liability.

10.2.1(d). Workers Compensation and Employers' Liability insurance with employers' liability limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

### 10.3 Failure to Carry.

10.3.1. Without limiting Landlord's remedies set forth in this Lease, in the event that Tenant or, at Tenant's election, its contractors shall fail to carry and maintain the insurance coverages set forth in this Article 10, Landlord may, upon ten (10) days prior written notice to Tenant (unless such coverages will lapse within such time period and in which event no such notice shall be necessary), procure such policies of insurance and Tenant shall promptly reimburse Landlord the cost thereof with interest thereon, provided however, if Tenant later obtains the insurance required hereunder, then Landlord shall immediately terminate the policies obtained by Landlord under this Article.

### 10.4 Landlord's Insurance.

10.4.1. Landlord may self-insure.

### 10.5 Form of Policy.

10.5.1. All policies of insurance carried by Tenant or Tenant's contractors, as the case may be, shall: (i) be issued by insurers acceptable to Landlord in its reasonable discretion, authorized to do business in the state of Maryland; and (ii) contain a waiver of any rights of subrogation. The CGL policies and the commercial umbrella policies, if any, shall name Landlord and Tenant and any other parties reasonably designated by them as additional insureds. Thirty (30) days prior to the commencement of construction on the Leased Premises, Tenant shall deliver to Landlord a certificate(s) of insurance (in form

and substance reasonably acceptable to Landlord) on behalf of Tenant's contractor, executed by a duly authorized representative of the insurer, showing compliance with the insurance requirements set forth in Article 10.2 above. All certificates shall provide for thirty (30) days' written notice prior to the cancellation of any insurance referred to therein.

10.6 Waiver of Subrogation and Claims.

10.6.1. Landlord and Tenant, in the exercise of their commercial business judgment, acknowledge that the use of insurance is the best way to protect against the risk of loss to their respective properties and economic interests in the Property. Accordingly, each Party agrees that in the event of loss or damage to their respective properties or interests, such loss will be satisfied first by the insurance proceeds paid to the party suffering the loss, next by the additional insurance proceeds that would have been paid to the party suffering the loss had the insurance required hereunder been carried by such party, and finally by the party that owns the damaged property. In furtherance of the foregoing and without limiting the waiver of subrogation required in Article 10.5, if and to the extent that applicable law permits a full waiver of claims between landlords and tenants in leases such as this Lease, then Landlord and Tenant waive all claims against the other, respectively, for any loss, damage or injury, notwithstanding the negligence of either party in causing a loss or the availability of insurance proceeds.

10.7 Storing; Fire Hazard.

10.7.1 The Tenant shall not use the Leased Premises, or any part thereof, for storing or introducing any material or goods or make any Alterations or changes in or to the Leased Premises which might in any way prejudice the insurance of said premises or increase the fire hazard to a greater extent than that necessarily incident to the business for which the said premises are leased as hereinbefore set forth.

ARTICLE 11  
Damage to Property

11.1 Destruction of Property.

11.1.1. Subject to Article 11.2, if the Leased Premises or the Improvements or both, as the case may be, is damaged by fire or other casualty that arises from no fault, negligence, act, or omission of Landlord (a "Casualty"), Tenant must promptly notify Landlord of such Casualty. In the event of such Casualty, Landlord shall have no obligations with respect thereto, and Tenant shall have the right, but not the obligation, to restore the Improvements or to construct any new or additional Improvements in compliance with the terms and conditions of this Lease. Tenant shall notify Landlord as to whether Tenant elects to restore the Leased Premises within thirty (30) days after the date of any such Casualty. In the event Tenant elects not to restore the Improvements or any other Alterations necessitated by a Casualty, and in the event the Improvements or any portion thereof is damaged to the extent as to be untenable, Tenant shall comply with the



Demolition Obligations set forth in Article 11.2 below, and upon Tenant's completion of the Demolition Obligations this Lease shall terminate.

## 11.2 Landlord's and Tenant's Right to Terminate.

11.2.1. If a Casualty results in damage to the Leased Premises or the Improvements, as the case may be, which Tenant reasonably estimates will take in excess of (or which, in fact, does take in excess of): (i) twelve (12) months from the beginning of restoration to restore the Leased Premises or the Improvements or both, as the case may be, to the same condition as existed immediately prior to such damage or destruction, and occurs at any time during the Term; or (ii) three (3) months from the beginning of restoration to restore the Leased Premises or the Improvements or both, as the case may be, to such condition and occurs during the last two (2) years of the Term; or (iii) such restoration is prohibited by any Governmental Regulation; or (iv) insurance proceeds are insufficient or otherwise not available, or (v) Tenant elects not to restore the Leased Premises or Improvements, as provided in Article 11.1 above, then each Party shall have the right to terminate this Lease by written notice to the other party within ninety (90) days after the Casualty. If a Party fails to timely provide such notice of termination, this Lease shall remain in full force and effect and the provisions of Article 13 shall be applicable to such Casualty. Tenant shall pay all Rent through the date of termination of this Lease. In the event either Party elects to terminate this Lease, and if the Leased Premises or the Improvements or both, as the case may be, is damaged to the extent as to be untenable or not reasonably capable of being restored with the Loss Proceeds available, Tenant shall demolish the Improvements to an "at grade" level and shall remove all debris from the Leased Premises and ensure that the Leased Premises is in a safe and reasonably sightly condition (collectively, the "Demolition Obligations"). In the event a Casualty is caused by the fault, negligence, act or omission of Landlord, Landlord shall be responsible for payment of all Demolition Obligations. Tenant shall use commercially reasonable efforts to commence such demolition and removal within ninety (90) days after such Casualty and thereafter diligently pursue such demolition and removal to completion, subject in each case to delays caused by adjustment of insurance, and events of Force Majeure.

## ARTICLE 12 Surrender

### 12.1 Surrender

12.1.1. Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Leased Premises to Landlord free of all liens and encumbrances (other than utility and other easements entered into in the ordinary course of business, those matters encumbering the Leased Premises as of the date of this Lease and those arising through the act of the Landlord or consented to by Landlord), and all improvements shall be in generally good condition and repair, subject to ordinary wear and tear, at the time of such expiration or earlier termination. Any furniture or unattached personal Leased Premises not removed by Tenant may be removed by Landlord, and Tenant shall reimburse Landlord for its reasonable costs of such removal.

Notwithstanding the forgoing, Tenant shall not be required to remove and partitions, walls fixtures, cabling or wiring.

ARTICLE 13  
Possession; Holding Over

13.1 Possession; Holding Over

13.1.1. Tenant shall promptly vacate the Leased Premises at the expiration or earlier termination of this Lease, but, in the event Tenant shall remain in possession of the said Leased Premises at the expiration of the terms hereby created, Tenant shall, by virtue of this Lease, become Tenant by the month, at 200% of the fair market rent for the Leased Premises, as reasonably determined by Landlord, which monthly tenancy shall be subject to all the conditions and covenants of said Lease as though the same had been a monthly tenancy, and Tenant shall give to the Landlord and Landlord shall give to the Tenant at least thirty (30) days' written notice of any intention to terminate the thirty (30)-day tenancy created herein. No acceptance of Rent payable pursuant to this Article 13 by Landlord shall operate as a waiver of Landlord's right to regain possession of the Leased Premises or any other remedy.

ARTICLE 14  
Event of Default; Remedies; No Waiver

14.1 Default.

14.1.1. Any of the following occurrences or acts shall constitute an "Event of Default" under this Lease:

14.1.1(a). if Tenant shall default in making payment when due of any installment of Rent (or the payment of any other amounts due under this Lease);

14.1.1(b). if a Party shall default under any covenant or condition of this Lease requiring the payment of money and such default shall continue for five (5) days after notice;

14.1.1(c). if a Party shall default in the performance of any other covenant or condition to be performed hereunder, and such default shall continue for thirty (30) days after written notice from the non-defaulting Party specifying such default and demanding that the same be cured (or, in the case of a default which cannot be cured with the payment of money, or with due diligence be wholly cured within such thirty (30) day period, if the defaulting Party shall fail to commence to cure the same within said thirty (30) day period, or, having so commenced to cure the same shall fail thereafter to continue the curing thereof with due diligence) it being intended that the time within which to cure such a default shall be extended for such period as may be necessary to complete the curing of the same with due diligence, not to exceed a total of ninety (90) days; or

14.1.1(d). if Tenant shall fail to maintain the insurance required pursuant to Article 10.

14.2 Termination.

14.2.1 If an Event of Default shall occur and be continuing (or if the defaulting Party shall not have begun to cure the same as provided hereinabove), the non-defaulting Party, at any time thereafter, may, at its option, elect to terminate this Lease or terminate possession, upon giving written notice to the defaulting Party; said notice to specify the date upon which this Lease or possession shall terminate (which date shall be no earlier than seven (7) days after the receipt by the defaulting Party of said notice); and upon the date specified in such notice, unless the defaulting Party shall have cured such default, or begun to cure such default and be diligently proceeding therewith as hereinabove set forth, this Lease shall expire and terminate as if such date were the date herein specified as the termination date.

14.3. Other Remedies.

14.3.1 Notwithstanding the provisions of the preceding Article 14.2, in the event of an Event of Default under this Lease, the non-defaulting Party shall be entitled to exercise any and all rights and remedies available at law or in equity.

14.4. Remedies Cumulative; No Waiver.

14.4.1 No right or remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or at any time existing. The failure of a Party to insist upon the strict performance of any provision or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. Receipt by Landlord of any Rent payable hereunder, with knowledge of the breach of any provision contained in this Lease, shall not constitute a waiver of such breach (other than the prior failure to pay such Rent). No waiver by a Party of any provision of this Lease shall be deemed to have been made unless made under signature of an authorized representative of said Party.

ARTICLE 15  
Condemnation

15.1 Condemnation

15.1.1. If a Taking occurs, then the terms of this Lease shall cease and terminate and Rent shall be abated on the date when title vests in such authority. If less than a substantial part of the Leased Premises is so taken or condemned, the terms of this Lease shall continue. For purposes of this Article, a substantial part of the Leased Premises shall be considered to have been taken if more than thirty percent (30%) are unusable by the Tenant as a direct

result of such taking.

15.1.2. Landlord shall be entitled to retain any and all condemnation award payable with respect to any taking of the any portion of the Commission Property, and the Tenant shall have no claim against the Landlord and agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as a result of any taking of the any portion of the Commission Property for the value of any expired or unexpired portion of the Term.

15.1.3. The Tenant may seek from the condemning authority such award or damages for the Improvements, moving expenses, and fixtures and other equipment installed by it, if any.

15.1.4. Such award or damages must be made by a condemnation court or other authority.

## ARTICLE 16 Indemnification

### 16.1 Indemnification

16.1.1 Tenant's Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord, and Landlord's agents, contractors, and employees from and against all penalties, claims, costs, demands, damages, losses, expenses (including reasonable attorneys' fees), suits or liabilities of whatsoever nature (collectively, "Claims") brought by third parties and that arise from Tenant's or its agent's, contractor's, or employee's (herein, Tenant and such other parties are collectively referred to as the "Tenant Parties") use and occupancy of the Leased Premises from and after the Commencement Date or from any other activity, work, or activity done by Tenant or the Tenant Parties in or about the Leased Premises from and after the Commencement Date including, but not limited to, the negligent acts or omissions and the misconduct of any of the Tenant Parties. If any proceeding making such a Claim is filed by a third party against Landlord or any such indemnified party, Tenant shall defend Landlord and such party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord and such indemnified party. In no event shall Tenant be obligated to indemnify Landlord or any of the other parties identified above for any negligent act or omission of Landlord or such other party. The indemnification provided by the Tenant to Landlord herein shall be subject to, limited by and contingent upon the appropriation and availability of funds as well as the notice requirements, types of liabilities, and damage limits as set forth in the Local Government Tort Claims Act, Annotated Code of Maryland Courts and Judicial Proceedings Article, §§ 5-301 et seq.

16.1.2. Landlord's Indemnity. Subject to the condition that Tenant is accepting the Leased Premises in "As-Is" and "Where-Is" condition, Landlord shall indemnify, defend, and hold harmless the Tenant and its agents, contractors, and employees from and against all Claims arising out of the ownership or operation of the Leased Premises prior to the Commencement Date and/or from and against all Claims brought by third parties and that

arise from Landlord's or its agent's, contractor's or employee's (herein, Landlord and such other parties are collectively referred to as the "Landlord Parties") use and occupancy of the Leased Premises or from any other activity, work, or thing done by Landlord or Landlord Parties in or about the Leased Premises including, but not limited to, the negligent acts or omissions and/or the misconduct of any of the Landlord Parties. If any proceeding making such a Claim is filed by a third party against Tenant or any such indemnified party, Landlord shall defend Tenant and such party in such proceeding at Landlord's sole cost by legal counsel reasonably satisfactory to Tenant and such indemnified party. In no event shall Landlord be obligated to indemnify Tenant or any of the other parties identified above for any willful or negligent act or omission of Tenant or such other party. The indemnification provided by the Landlord to the Tenant herein shall be subject to, limited by and contingent upon the appropriation and availability of funds as well as the notice requirements, types of liabilities, and damage limits as set forth in the Local Government Tort Claims Act, Annotated Code of Maryland Courts and Judicial Proceedings Article, Section 5-301 et seq.

16.1.3. Survival. The provisions of this Article 16 shall survive the expiration or termination of this Lease with respect to any Claims asserted against Landlord or Tenant within any applicable statute of limitations.

## ARTICLE 17 Hazardous Materials

### 17.1 Hazardous Materials

17.1.1 Covenants. Tenant covenants that it will, and will cause the Tenant Parties to: (i) not use, maintain, generate, store, treat or dispose of any Hazardous Materials in or on the Leased Premises other than amounts of materials that are required for the normal maintenance and operation of the Leased Premises that are used, stored and disposed of in accordance with all environmental requirements; (ii) clean or remediate in accordance with all environmental requirements any Hazardous Materials which may contaminate, or emanate from any part of the Leased Premises or the soils, ground water, or aquifer under the Leased Premises as a result of Tenant's or the Tenant Parties' use or occupancy of the Leased Premises; (iii) not place or permit to be placed any Hazardous Materials in any receptacle not specifically designated for such materials; (iv) cause all Hazardous Materials used, maintained, generated, stored, treated, or disposed of on the Leased Premises as a result of the act or omission of the Tenant Parties to be disposed of by licensed, reputable contractors; and (v) to promptly provide Landlord with any notice received by Tenant or the Tenant Parties concerning Hazardous Materials involving the Property.

17.1.2. Acceptance "As Is". Tenant hereby accepts the Leased Premises "AS IS" in its existing condition, and shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of Hazardous Materials by Tenant after the date of this Lease and in connection with the Tenant's use of the Leased Premises, including any costs of investigation or remediation

of such toxic or hazard substances that may be required by any federal, state or local government agency. Landlord shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the disposal of hazardous substances on the Leased Premises by Tenant during construction and the responsibility for the same shall remain with Tenant.

17.1.3. Indemnity. Without limiting the indemnification contained in Article 16 above, Tenant shall indemnify, defend and hold harmless Landlord, and Landlord's agents, contractors and employees from and against all Claims of whatsoever nature brought by third parties and that arise from Tenant's or Tenant Parties' use and occupancy of the Leased Premises from and after the Commencement Date or from any other activity, work or thing done by Tenant or the Tenant Parties in or about the Leased Premises from and after the Commencement Date including, but not limited to, cleanup, engineering and attorneys' fees and expenses that Landlord or such indemnified parties may incur by reason of: (i) a violation of the covenants set forth in Article 17.1.1 and 17.1.2; (ii) Tenant's or the Tenant Parties' use, maintenance, generation, storage, treatment or disposal of any Hazardous Materials in, on or under the Property; (iii) the violation of any applicable environmental requirement by Tenant or the Tenant Parties and relating to the Leased Premises or Tenant's or the Tenant Parties' use, occupancy or operation thereof; (iv) any claim, demand or cause of action brought or asserted against Landlord or such indemnified parties, regardless of when brought, which directly or indirectly relates to or arises out of any of the matters indemnified in this Article; or (v) any investigation or claim of any governmental agency or third party for any actions taken by Tenant or the Tenant Parties on or about the Leased Premises relating to Hazardous Materials arising subsequent to the Commencement Date. Tenant's indemnity obligations under this Article 17 shall survive the cancellation or termination of this Lease.

## ARTICLE 18 Estoppel Certificates

### 18.1 Estoppel Certificates

18.1.1. Tenant agrees at any time and from time to time, within twenty (20) days after receiving written notice by Landlord, to execute, acknowledge, and deliver, without charge, to Landlord, or to any person designated by Landlord, a statement in writing certifying: (i) that this Lease is in full force and effect and has not been modified, assigned, subleased, supplemented, or amended except by such writings as shall be stated and (ii) that Tenant has no claims, defenses, set-offs, or recoupments against Landlord hereunder (or if Tenant has any claims, defenses, set-offs, or recoupments, specifying the same).

18.1.2. Landlord agrees at any time and from time to time, within twenty (20) days after receiving written notice by Tenant, to execute, acknowledge, and deliver, without charge, to Tenant, or to any person designated by Tenant, a statement in writing certifying: (i) that this Lease is in full force and effect and has not been modified, assigned, subleased, supplemented, or amended except by such writings as shall be stated and (ii) that Landlord has no claims against Tenant hereunder (or, if Landlord has any such claims, specifying

the same).

18.1.3. The failure of either party to execute, acknowledge, and deliver to the requesting party a statement in accordance with the provisions of this Article within the period set forth herein shall constitute an acknowledgment by the party to whom the request is made, which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Property or the Improvements that, except as stated by the requesting party in the request, this Lease has not been assigned, amended, changed, or modified and is in full force and effect.

ARTICLE 19  
Notices

19.1 Notices

19.1.1. All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by nationally recognized overnight courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To

Tenant: With Copies to:

Director,  
Office of Central Services  
Prince George’s County, Maryland  
Director, Office of Central Services  
1400 McCormick Drive  
Suite 336  
Largo, MD 20774

County Attorney  
Prince George’s County Office of Law,  
1301 McCormick Drive, Suite 4100  
Largo, Maryland 20774

To Landlord:

With Copies in any event to:

Maryland-National Capital Park and Planning  
Commission  
Anju Bennet,  
Acting Executive Director  
6611 Kenilworth Avenue, Suite 400  
Riverdale, MD 20737

Debra S. Borden  
General Counsel  
Maryland-National Capital Park and Planning  
Commission  
6611 Kenilworth Avenue, Suite 200  
Riverdale, MD 20737

The foregoing addresses may be changed by written notice to the other party as herein provided. Notices shall be effective upon receipt.

ARTICLE 20  
General Provisions

## 20.1 General Provisions

20.1.1. Compliance with all Laws, Rules and Regulations. The parties hereto represent that each will comply with all applicable, binding laws, rules and regulations, whether federal, State, or local, relating to the use and occupancy of the Land.

20.1.2 Assignment and Subletting. Tenant may not transfer or assign this Lease without the written consent of the Landlord, which may be withheld in its sole and absolute discretion. Except as consistent with the permitted use and operation of the Project or expressly permitted in this Lease, Tenant may not let or sublet the whole or any part of the Property without the written consent of the Landlord, such consent may be withheld in its sole and absolute discretion.

20.1.3. Governing Law. The laws of the State of Maryland, without regard to conflict of laws principles, shall govern the validity, interpretation, construction, and performance of this Lease.

20.1.4. Representations Each party hereto represents to the other that it has full power and authority to enter into this Lease, and that when executed and approved by the Prince George's County Council and the Prince George's County Planning Board as applicable, and delivered by them, this Lease shall have been duly authorized by all necessary governmental action on its part and all necessary consents have been obtained by it and that this Lease shall be a valid and binding obligation of it.

20.1.5. Successors and Assigns. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of the Landlord and the Tenant and their respective permitted successors and assigns.

20.1.6. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

20.1.7. Amendments. This Lease shall not be amended, changed, or modified except by a written instrument duly executed by the parties hereto.

20.1.8. No Joint Ventures. Nothing herein is intended nor shall be deemed or construed to create a joint venture or partnership between the Landlord and the Tenant, nor shall either party constitute the agent of the other, nor shall this Agreement confer any third-party beneficiary status.

20.1.9. Entire Agreement. This Lease and the Exhibits attached hereto, contain all the promises, agreements, conditions, inducements, and understandings between the parties hereto relative to the lease of the Land by the Commission to the County.

20.1.10. Severability. If any provision of this Lease is declared to be invalid by a forum of competent jurisdiction, the remaining provisions shall remain in full force and effect.



20.1.11. Captions. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions of this Lease.

20.1.12. Waiver. No failure by either party to exercise, or delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. Any consent or approval given by Landlord in any one instance shall not constitute consent or approval for any subsequent matter, even if similar to the matter for which such consent or approval was originally given.

20.1.13. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES MAY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease on the date written adjacent to their signatures below.

WITNESS

**PRINCE GEORGE'S COUNTY,  
MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_

Tara Jackson  
Chief Administrative Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION**

By: \_\_\_\_\_

William Spencer  
Acting Executive Director

Date: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_

Commission Office of General Counsel

Date: \_\_\_\_\_

**EXHIBIT A**  
(Legal Description of the Leased Premises)

**EXHIBIT B**  
(Plat Depicting Leased Premises)

**EXHIBIT C**

Public Safety Building Site Plan (Exterior)  
[DIAGRAM TO BE ATTACHED]

**EXHIBIT D**

Public Safety Building Interior Floor Plan, including Commission Space

**EXHIBIT E**  
Construction Scope and Schedule