

## DIRECT RECOGNITION AGREEMENT

This Direct Recognition Agreement (the "Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Maryland Aviation Administration of the Maryland Department of Transportation ("ADMINISTRATION"), and **SUBTENANT BUSINESS NAME** ("Sublessee").

Whereas, ADMINISTRATION is the Lessor and \_\_\_\_\_ ("Lessee") is the Lessee under that Lease and Concession Contract for the Non-Exclusive Right to Redevelop, Renovate, Lease, and Manage the Retail, Restaurant, and Commercial Services at Baltimore/Washington International Thurgood Marshall Airport, dated \_\_\_\_\_ (the "Lease and Concession Contract");

Whereas, the premises demised under the Lease and Concession Contract consist of a portion of the Baltimore/Washington International Thurgood Marshall Airport Terminal, legally described in Exhibit A, attached hereto (the "Premises");

Whereas, Lessee as sublandlord and Sublessee have entered into a sublease (the "Sublease"), dated \_\_\_\_\_, 20\_\_ for a portion of the Premises, as specified in the Sublease (the "Subleased Premises"); and

Whereas, it is the mutual desire of the parties to assure Sublessee's possession of the Subleased Premises under the terms and conditions set forth in the Sublease and under this Agreement, in the event the Lease and Concession Contract terminates.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Agreement replaces any and all prior Direct Recognition Agreements between the parties, if any.

2. In the event the Lease and Concession Contract terminates prior to the end of the term of the Sublease, and so long as Sublessee is not in default under the Sublease, ADMINISTRATION shall not disturb Sublessee's peaceful enjoyment and possession of the Subleased Premises on account of such termination, and the Sublease shall continue in full force and effect as a direct lease between ADMINISTRATION, as Lessor, and Sublessee, as lessee, upon the same terms and conditions of the Sublease. In such event Sublessee agrees to attorn to and recognize ADMINISTRATION as the Lessor under the Sublease and to pay all rents and additional sums due thereunder to ADMINISTRATION.

Notwithstanding the foregoing, the parties acknowledge and agree that ADMINISTRATION shall not be: (a) liable for any default of Lessee (or any successor or transferee of Lessee's interest) under the Sublease, unless such default constitutes a continuing default under the Sublease at the date of Lease and Concession Contract termination, in which event ADMINISTRATION shall have at least thirty (30) days after written notice from

Sublessee to commence cure of such continuing default, provided that, ADMINISTRATION shall not be liable for damages accruing prior to the date of Lease and Concession Contract termination; (b) subject to any offsets, claims or defenses that have accrued against Lessee prior to the date of Lease and concession Contract termination; (c) bound by any rent that Sublessee may have paid under the Sublease made more than one month in advance; (d) bound by any amendment or modification of the Sublease hereafter made without ADMINISTRATION's prior written consent; (e) responsible for the return of any security deposit delivered to Lessee under the Sublease and not subsequently received by ADMINISTRATION; or (f) bound to perform any construction or tenant improvement work the Lessee agreed to perform. Any option or right of Sublessee to renew or extend the Sublease beyond the original term of the Lease and Concession Contract shall be terminable in ADMINISTRATION's sole discretion.

3. Sublessee represents and warrants that a true and correct copy of the Sublease is attached hereto as Exhibit B and that it has not been assigned, modified, supplemented or amended in any way.

4. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by a nationally recognized overnight courier service, United States certified mail, return receipt required, postage prepaid, or by facsimile, provided that a hard copy of such notice is sent by certified mail as hereinabove provided, to the following addresses or to such other address as either party shall hereafter inform the other party by written notice given as set forth above:

ADMINISTRATION: Office of Commercial Management  
Maryland Aviation Administration  
P.O. Box 8766  
Third Floor, Terminal Building  
BWI Airport, Maryland 21240

Sublessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices delivered as set forth above shall be deemed effective on the date of delivery (or the date of attempted delivery if delivery is refused) if sent by overnight courier service, three (3) days from the date deposited in the U.S. mail, and on the date of sending if sent by facsimile and the receipt thereof is confirmed.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided however, that the Sublessee cannot assign its interest under the Sublease without the express written consent of ADMINISTRATION.

6. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

**ATTEST:**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

(SEAL)

\_\_\_\_\_

(TITLE)

**FEDERAL ID NO.** \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me \_\_\_\_\_, the undersigned officer personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and the he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_. In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_

\_\_\_\_\_

My commission expires: \_\_\_\_\_

**WITNESS:**

**MARYLAND AVIATION ADMINISTRATION**

\_\_\_\_\_

**BY:** \_\_\_\_\_

Ricky D. Smith, Sr.  
Executive Director

State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me \_\_\_\_\_, the undersigned officer personally appeared \_\_\_\_\_, of the State of Maryland, known to me, (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_

Approved for form and legal sufficiency

\_\_\_\_\_  
**BY:** Assistant Attorney General  
Maryland Aviation Administration