LEASE AGREEMENT

THIS LEASE, made and executed this 1 day of July, 1999, by and between the BETTY B. CASEY TRUST, hereinafter referred to as "Landlord", and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, having an office at 110 North Washington Street, Rockville, Maryland, 20850, hereinafter referred to as "Tenant".

WITNESSETH:

That for and in consideration of the rents herein reserved and the agreements and covenants herein contained, Landlord and Tenant agree as follows:

1. PREMISES: Landlord does hereby lease and demise unto Tenant, and Tenant does hereby hire and take from the Landlord the premises described as 36,000 square feet of space within the building known as the Casey Warehouse Center, Oakmont Avenue, Rockville, Maryland (hereinafter referred to as the "Building"), which space is further described as Bays 8516, 8520, 8532, 8536 and 8540 Anniversary Circle, and is hereinafter referred to as the "Leased Premises". The boundaries and location of the premises are outlined in red on "Exhibit A" attached hereto and made a part hereof.

2. TERM: The term hereby created shall be five (5) years commencing on July 1, 1999 and terminating at midnight on December 31, 2004. Upon the Lease Commencement Date, the Lease dated January 1, 1995, between Betty B. Casey Trust and Montgomery County, Maryland will terminate. Other than any rights which may have accrued prior to the Lease Commencement Date, all other terms, conditions, obligations and responsibilities under the January 1, 1995 Lease shall cease. The period beginning on the Lease Commencement Date and ending on the last day of the twelfth full calendar month next succeeding the Lease Commencement Date shall constitute the first Lease Year as used herein, and each successive period of twelve months thereafter shall constitute a Lease Year.

3. RIGHT TO TERMINATE: The Tenant shall have the right to terminate this Lease at any time after the conclusion of the third lease year, by providing to Landlord one hundred twenty (120) days advance written notice of its intention to so terminate, and the Lease shall automatically terminate on the one hundredth twentieth (120) day after receipt of the said written notice by the Landlord.

4. RENT: Tenant covenants and agrees to pay annual rent during the term of this Lease, payable by Tenant in equal monthly installments, in advance, without prior notice and on or before the first day of each month, to and at the offices of the Landlord as hereinafter stated, or at such other place designated by Landlord, without prior demand therefore, and without any deduction or set-off whatsoever, in the annual amount of TWO HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED FORTY AND NO/100 ($282,240.00) DOLLARS, payable in equal monthly installments of NINETEEN THOUSAND TWENTY AND 00/00 ($19,020.00) DOLLARS, all amounts subject to adjustment as set forth in Paragraph 5 hereof.

5. CONSUMER PRICE INDEX: It is agreed between the parties that the annual rent payable by the Tenant shall be adjusted commencing with the third lease year and every lease year thereafter, as determined by the application of the following formula:

A. To the annual rent payable by Tenant during the previous lease year shall be added that sum representing one hundred percent (100%) of the resulting amount, after (1) multiplying said annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now known as the "U.S. Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners and Clerical Workers", All Items (1984-86=100), for the last month of the previous lease year and denominator of which shall be said index for the month prior to the first month of the previous lease year and (2) subtracting from such product the annual rent payable during the previous lease year.

B. The resulting annual rent shall in no event exceed the annual rent payable during the previous lease year by more than four percent (4%), and shall in no event be less than the annual rent payable during the previous lease year.

C. In the event the said index is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such index, the parties hereto shall agree on an alternative formula in accordance with such statistics as may be recommended by a department or agency of the United States Government for such purpose, or, absent such a recommendation, in such manner as may be reasonably determined by agreement of Landlord and Tenant.

6. REAL ESTATE TAXES:

A. The Landlord shall forward to the Tenant an annual statement setting forth the amount of Real Estate Taxes (as hereinafter defined) levied or imposed against the land and improvements of which the Leased Premises are a part. The Tenant shall pay to the Landlord, upon receipt of the Landlord's statement, but in no event more than 30 days after receipt of Landlord's statement, the Tenant's pro-rated share (as hereinafter defined) of any increase in the said Real Estate Taxes over and above the amount of Real Estate Taxes paid by Landlord during the "Base Year." The "Base Year" is hereby defined as the fiscal tax year commencing July 1, 1998 and terminating June 30, 1999. The Landlord's annual statement to the Tenant shall contain copies of Real Estate Tax billings.

B. For the purpose of this section, Tenant's pro-rata share of Real Estate Taxes shall be deemed to be Thirty Five and 64/100 percent (35.64%).

C. The term "Real Estate Taxes" shall be deemed to mean all taxes, rates, and assessments, general and specific, levied and imposed by a governmental agency with respect to the land and improvements of which the Leased Premises are a part, including all taxes, rates and assessments, general and specific, levied or imposed for schools, public betterment, general or location improvements and operations, and taxes imposed in connection with any special taxing district. If the system of real estate taxation shall be altered or varied or any new tax or levy shall be levied or imposed on said land and improvements, the new tax or levy shall be included within the term "Real Estate Taxes". Should any governmental taxing authority acting under any regulations, levy, assess or impose a tax against the rent expressly reserved hereunder, as a substitute or in addition to any existing real estate taxes on land and improvements or otherwise, such a tax or excise on rents shall be included within the term "Real Estate Taxes".

7. SERVICES:

A. During the term of the Lease, Landlord, at Landlord's sole expense, shall provide maintenance and repair of major structural building components, including the roof.

B. Tenant, at Tenant's sole expense, shall be responsible for general items of ongoing minor maintenance and repair within the Leased Premises. Commencing with the first day of the Lease, and thereafter, Tenant shall be responsible for maintenance and repair of all equipment, fixtures, electrical, heating and plumbing systems as may be necessary.

C. Tenant, at Tenant's sole expense, shall be responsible for the installation, maintenance, and direct payment of expenses associated with telephone service to the Leased Premises.

D. Tenant, at Tenant's sole expense, shall be responsible for the provision and direct payment of expenses associated with regular janitorial services within and refuse removal from the Leased Premises.

E. Tenant, at Tenant's sole expense, shall be responsible for the direct payment of all utilities including electricity, heat or gas, furnished to the Leased Premises.

F. Tenant shall pay to Landlord a fixed yearly amount of $~~150.00~~ 250.00 per bay for water and sewer to be paid at the end of each lease year.

G. The Tenant shall have the right to occupy the premises 24 hours a day, seven days a week.

8. COMMON AREA MAINTENANCE:

A. Tenant shall pay to Landlord, as additional rent hereunder, the fixed monthly amount of ONE HUNDRED TWENTY FIVE ($125.00) DOLLARS per bay, as the Tenant's contribution toward maintenance of common areas.

B. Landlord, shall, at the Landlord's expense, provide all necessary maintenance, repair and upkeep of common areas, including the following:

i. Provision of water, electricity and any other utilities necessary to the operation of the common areas.

ii. The cost of fire and extended liability insurance on the land and building of which the Leased Premises are a part.

iii. Repairs, maintenance, service and replacement of elements in the common areas, including the upkeep and landscaping of the exterior areas, as may be necessary.

iv. Maintenance and repair of parking areas, including snow and ice removal or treatment, as it becomes necessary.

9. USE:

A. Tenant shall use the Leased Premises as a storage facility for the Montgomery County Government. Tenant will not use or permit, or suffer the use of the Leased Premises for any other business or purpose. Tenant will at all times comply with all laws and ordinances and the orders, regulations, and requirements, of all Federal, State and local governmental agencies.

B. The use and occupancy by the Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas (including the parking areas, service roads, sidewalks, car parking areas, and other facilities as may be designated from time to time by the Landlord), subject however to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord. Tenant shall have the use of five (5) parking spaces that may be designated or undesignated as the parties may deem necessary.

10. CONSTRUCTION:

A. In the event that Tenant requires any additional construction or remodeling during the term hereof, Tenant shall provide Landlord with plans and specifications of said work. Upon receipt of Landlord's written approval of the Tenant's plans and specifications, the Tenant may proceed to perform the work at the Tenant's expense, or at the Tenant's option, the Tenant may require the Landlord to perform the said work at the Tenant's expense and at negotiated prices. Tenant shall pay for any work satisfactorily performed by Landlord on Tenant's behalf within thirty (30) days from the submission of an invoice by Landlord, as additional rent hereunder, and failure to make said payment shall constitute a breach of this Lease and shall afford Landlord the remedies available to it as set forth in Paragraph 17 hereof.

B. All alterations, additions or modifications existing on the commencement date hereof, or made by Landlord or Tenant during the term of this Lease shall become the property of Landlord, and shall remain with the Leased Premises at the expiration or other termination of the Lease Agreement, or shall, at the Landlord's option, be removed at the Landlord's expense upon the expiration or other termination of the term hereof.

11. ASSIGNMENT AND SUBLEASING: Tenant will not sublet the Leased Premises or any part thereof or transfer possession or occupancy thereof to any person, firm, or corporation or transfer or assign this Lease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, nor shall any subletting or assignment hereof be effected by operation of law or otherwise without the prior written consent of Landlord. In the event Tenant desires to sublet all or a part of the Leased Premises, Tenant shall give to Landlord thirty (30) days' written notice of Tenant's intention to do so. In the event Landlord does not consent to such sublet or assignment, Landlord shall have the right to terminate that sublet portion of the Lease on a date to be agreed upon by Landlord and Tenant.

12. HOLD HARMLESS:

A. Tenant will indemnify Landlord and save it harmless from and against any and all claims, action, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or customers, excepting claims arising out of the acts or omissions of the Landlord, the Landlord's agents, servants and employees.

B. Tenant further agrees that all personal property in the Leased Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property unless arising out of the acts or omissions of the Landlord, Landlord's agents, servants and employees.

13. GOOD ORDER AND REPAIR: Tenant covenants and agrees to maintain the Leased Premises in good order and condition, and surrender the same at the expiration or other termination hereof in the good order and condition, usual wear and tear and damage by fire, storm, public enemies and any other risk with respect to which Tenant is not herein made expressly liable excepted.

14. FURNITURE AND FIXTURES: Tenant shall have the privilege of installing any furniture and fixtures necessary in the conduct of Tenant's business, and the same shall remain the property of Tenant provided they are removed by Tenant before the expiration of this agreement or any renewal or extension thereof. In the event any damage is done to said premises in the installation or removal of said furniture and fixtures, Tenant will immediately make such repairs as are necessary to restore said premises to their original condition, or promptly

reimburse the Landlord for the cost of such repairs. In the event that the Tenant fails to remove any personal property from the premises at the termination or other expiration of the term hereof, any such property shall become property of the Landlord, and it will be disposed of as the Landlord sees fit.

15. LIENS: Tenant expressly covenants and agrees that it will, during the term hereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon said premises or any portion thereof by reason of any act or omission on the part of Tenant, and hereby expressly agrees to save and hold harmless the Landlord from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Leased Premises, which may be occasioned by any act or omission upon the part of Tenant, and shall not be thus released within sixty (60) days after notice thereof, Landlord, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Leased Premises from any such lien, and Tenant agrees to pay and reimburse Landlord upon demand for or on account of any expense which may be incurred by Landlord in discharging such lien or claim, or, the Landlord, at the Landlord's election, may insist that the Tenant remove any such lien at the Tenant's expense, and if any such lien is not removed within a reasonable period of time, the Landlord may terminate this Lease in accordance with the provisions of Paragraph 17 hereof. No payment made pursuant hereto shall be deemed to be an admission of liability to any third party.

16. LANDLORD'S INSPECTION RIGHTS: Landlord shall have the right at all reasonable times to enter upon the Leased Premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers. Landlord shall have the further right during the last three (3) months of the lease term to display "For Lease" or "For Sale" signs on the premises, and to bring prospective tenants into the Leased Premises for the purpose of showing same.

17. DEFAULT:

A. By Tenant: In the event that the rent, additional rent, or any other obligation involving the payment of money, or any installment thereof, shall remain unpaid after it becomes due and payable, within thirty (30) days after written notice to the Tenant for same, or if Tenant or Tenant's assigns shall fail or neglect to keep and perform each and every one of the remainder of the terms of this Lease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence), after written notice from the Landlord specifying the default, or if Tenant shall vacate or abandon the Leased Premises, then at the option of the Landlord, the Tenant's rights of possession shall thereupon end and the Landlord or Landlord's assigns may reenter and remove all persons and property, and proceed to recover possession under the laws of the State of Maryland, and seek any other remedy to which Landlord may be entitled under this agreement and under the laws of the State of Maryland.

Should Landlord elect to re-enter, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may re-let the premises and may re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorney's fees and third, to the payment of rent due and unpaid hereunder; and the residue, if

any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting without termination of Tenant's obligations hereunder, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for such breach, Tenant shall be liable for all reasonable costs of Landlord, including but not limited to the costs of recovering the Leased Premises, and reasonable attorney's fees, all of which amounts shall be immediately due and payable from Tenant to Landlord.

B. By Landlord: If the Landlord or Landlord's assigns shall fail or neglect to keep and perform each and every one of Landlord's covenants, conditions, and agreements as contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice from the Tenant or Tenant's assigns specifying the default, then the Tenant or Tenant's assigns, at Tenant's option, may terminate this Lease and/or pursue any legal remedies available to Tenant.

C. In the event that proceedings shall at any time be commenced for recovery of possession as aforesaid and a compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of said premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or of this agreement.

18. EMINENT DOMAIN:

A. Any payments made to the Lessor because some or all of the premises are taken by exercise of the power of eminent domain (or conveyed by landlord in lieu of that exercise) shall belong solely to the Lessor. Lessee shall make no claim for compensation or assert any right to any portion of any award made to Lessor as a result of such taking.

B. Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against the authority possessing the power of eminent domain, such sums to which the Lessee may be entitled as compensation for relocation, provided that such a separate claim does not interfere with or reduce the Lessor's award.

19. DAMAGE TO PREMISES:

A. In the event of damage to or destruction of the Leased Premises or any part thereof by fire, storm, flood or other casualty which does not require Tenant to suspend entirely its business, Landlord shall, as soon as practicable after said damage or destruction, repair and restore the premises to the condition they were in immediately prior to said damage or destruction, and in this event, the annual rent shall be abated proportionately as to the portion of the Leased Premises rendered

untenantable, during the period in which the Leased Premises remain untenantable. Should such damage or destruction of said premises or any substantial part thereof render the Leased Premises wholly untenantable, Landlord will promptly begin and diligently pursue the repairing, restoration and rebuilding of the Leased Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as Landlord and Tenant may determine, and in this event, the annual rent shall be abated entirely during the period in which the Leased Premises remain untenantable; or Landlord and Tenant, at either's election, may terminate this Lease and the tenancy hereby created by giving the other within thirty (30) days following the date of such occurrence, written notice of the election to terminate, and in the event of such termination, rent shall be adjusted as of the date of the casualty.

B. Notwithstanding the above, in the event of damage to or destruction of fifty percent (50%) or more of the building of which the Leased Premises are a part, Landlord may elect not to restore the said building and this Lease shall automatically terminate and the parties shall be discharged from all responsibilities thereafter arising under this Lease, and the rent shall be adjusted as set forth in Paragraph 19(A).

20. SUBORDINATION:

A. Tenant hereby agrees that this Lease and the terms and provisions thereof shall be subject and subordinate to the lien, terms, and provisions of any mortgage or deed of trust (including a mortgage or deed of trust by virtue of this or other subordination) heretofore or hereafter placed upon or affecting the real property of which the Leased Premises form a part, to all renewals, modifications, consolidations, replacements, and extensions

thereof, and to any supplementary security documents involving mortgage or deed of trust loan proceeds. This clause shall be self-operative and no further instrument of subordination shall be required. In further confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request for such a purpose. In the event of any foreclosure sale or sales under or to enforce any mortgage or deed of trust, Tenant shall not be evicted from the Leased Premises, nor shall Tenant's leasehold estate under this Lease be terminated or disturbed, nor shall any of Tenant's rights under this Lease be affected in any way, by reason of any default under such mortgage or deed of trust, provided that at the time of any such foreclosure sale or sales, Tenant is not then in default hereunder.

B. In the event that the Landlord under any ground or underlying leases, the holder of any mortgage or the beneficiary of any deed of trust now or hereafter affecting such leases or the real property of which the Leased Premises form a part, or any foreclosure purchaser pursuant to such mortgage or deed of trust or any of their respective successors or assigns shall succeed to the right of Landlord under this Lease, whether through possession, delivery of a new lease or foreclosure action or sale, Tenant shall recognize such successor as Landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such a recognition. Upon the recognition of a successor, as provided for herein, this Lease shall continue in full force and effect as a direct lease between such successor Landlord and Tenant, upon and subject to all terms, covenants and conditions of this Lease.

21. STATUS OF PERFORMANCE: Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the reasonable written request of one to the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease.

At any time within ten (10) days after such request is made, either party shall execute, acknowledge and deliver to the other a certificate evidencing whether or not:

a. This Lease is in full force and effect;

b. This Lease has been amended in any way;

c. There are any existing defaults hereunder to the knowledge of either party and specifying the nature of such defaults, if any, and

D. The date to which rent has been paid.

22. SURRENDER AND HOLDING OVER:

A. At the termination of the tenancy hereby created, Tenant shall surrender the Leased Premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent. Tenant shall remove all its equipment and trade fixtures. Before surrendering the premises as aforesaid, Tenant shall repair any damage to the Leased Premises caused by the removal of any trade fixtures or equipment. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. In the event Landlord requests Tenant to remove fixtures or other such items left by Tenant at the expiration of this Lease, or should

Tenant fail to make necessary repairs to restore the Leased Premises to substantially the same condition as they were in upon delivery, said fixtures, or equipment shall become the property of Landlord who may remove said fixtures and/or make necessary repairs, the cost of which shall be borne by Tenant.

B. In the event that Tenant shall hold over after the expiration of this Lease, the tenancy thus created shall be deemed to be on a month to month basis, and shall be governed by the terms of this Lease, provided, however, that each party shall have the right to terminate the month-to-month tenancy by providing to the other thirty (30) days' written notice of the election to so terminate.

23. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the parties hereto that Landlord and Tenant, as their interests may appear and at their respective expense, shall promptly comply with observe and perform all of the requirements of all the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State or Maryland, Montgomery County Government or Montgomery County Fire Marshal's office.

24. LANDLORD NOT A PARTNER: It is expressly understood that the Landlord shall not be construed or held to be a partner or associate of the Tenant in the conduct of Tenant's business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of Landlord and Tenant.

25. LANDLORD'S TITLE AND COVENANT OF QUIET ENJOYMENT: Landlord covenants that it has full right and power to execute and perform this Lease, and that it will put Tenant into complete and exclusive possession of the Leased Premises. Landlord further covenants that Tenant, on paying the rents reserved herein and performing the covenants and

agreements hereof, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this Lease, and any extension or renewals hereof.

26. FORCE MAJEURE: Any thing in this agreement to the contrary notwithstanding, neither party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of either party.

27. GENERAL PROVISIONS:

A. It is further understood and agreed, that this instrument contains the entire agreement between the parties hereto and shall not be modified in any manner except by another instrument in writing executed by the parties hereto, and that the conditions and agreements herein are binding on, and may be legally enforced by the parties hereto, their executors, administrators, successors and assignees, respectively and that no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof, or of this agreement.

B. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place herein in which the context may require such a substitution.

C. In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and Tenant shall have all rights and remedies granted by law or in equity. Resort to one remedy shall not be construed as a

waiver of any other remedy. Failure by Landlord or Tenant to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.

D. All headings preceding the text of the several paragraphs and subparagraphs of this Lease are inserted solely for convenience of reference, and none of them shall constitute a part of this Lease or affect its meaning, construction or effect.

E. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

F. The submission of this Lease for examination or consideration or discussion between Landlord and Tenant does not constitute a reservation of or option for the Leased Premises or any other space in the building, and this Lease shall be and become effective as a lease agreement only subject to legal execution, acknowledgment and delivery hereof by Tenant and Landlord.

G. Tenant covenants, warrants, and represents that:

i. Tenant has full right and power to execute and perform this Lease; and

ii. Tenant, its officers (if any) and employees, know of no pending or contemplated proceeding against Tenant at law or in equity, or before any administrative body, the effect of which proceeding

might be to prevent Tenant from performing its obligations under this Lease.

H. This Lease shall be construed and enforced in accordance with the laws of the State of Maryland.

28. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, ancestry, marital status, national origin, race, religious belief, sexual preference or disability.

29. CONTRACT SOLICITATION: Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

30. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

31. NON-APPROPRIATION: This lease is subject to the annual appropriation of funds. This lease shall terminate automatically on July 1 of any year for which Montgomery County, for whatever reason, does not appropriate funds to operate this project as stated. Tenant

shall give Landlord at least thirty (30) days written notice of the lack of appropriation. The Landlord shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items for any amount of money for which there has been no appropriation of funds.

32. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

LANDLORD:

CASEY MANAGEMENT INC.
800 S. Frederick Avenue
Gaithersburg, Maryland 20877

TENANT:

MONTGOMERY COUNTY
Division of Facilities & Services
Leasing Management
110 N. Washington Street Room 318
Rockville, Maryland 20850

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

By: Penny Seabolt

LANDLORD:
BETTY B. CASEY TRUST

By: [signature]
BETTY B. CASEY Agent for

Date: 6-21-99

WITNESS:

By: Rebecca S Domaruk

LESSOR:
MONTGOMERY COUNTY, MARYLAND

By: William M. Mooney Jr
WILLIAM MOONEY, ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Title: _____

Date: 7/1/99

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [signature]

Date: 4·22·99

RECOMMENDED

By: Robert [signature] for
REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: 6/30/99

DISK11\ANNIVERSELSE

CASEY WAREHOUSE CENTER, OAKMONT AVE., ROCKVILLE

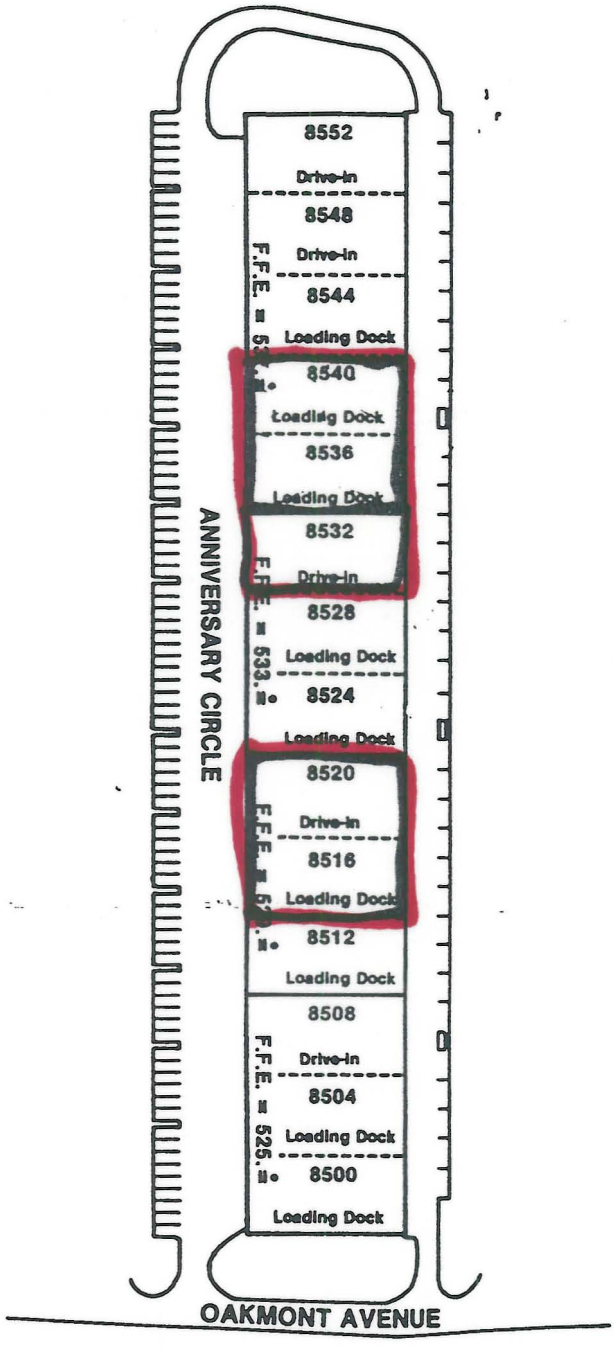

EXHIBIT A- LEASED PREMISES