LEASE AGREEMENT

BETWEEN

ONE FIRSTFIELD, LLC and ASSIGNS

MONTGOMERY COUNTY, MARYLAND

DATED: 1/26/07

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LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2006 by and between the One Fristfield, LLC and Assigns, (hereinafter referred to as "Landlord") and MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as "the County"). (The Landlord and the County together the "Parties")

WITNESSETH:

In consideration of the rent hereinafter reserved, and the covenants hereinafter contained, the Parties hereto mutually agree as follows:

1. THE LEASED PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the Leased Premises described as 1005 square feet of space on the first floor of the building, located at 17B, Firstfield Road, Gaithersburg, Maryland 20878, as outlined in red on "Exhibit A" (the Leased Premises) attached hereto and made a part hereof. The Landlord at Landlord's sole cost and expense, shall perform interior tenant improvements in accordance with the interior plan and Tenant Improvement Specification attached hereto and made part hereof as "Exhibit B".

2. TERM: The term of this Lease shall be five (5) years, zero (0) months, commencing on the date the Landlord delivers possession of the Leased Premises to the County. It is presently anticipated that the Leased Premises will be delivered to the County 120 days from Lease execution. Lease commencement will begin upon the County's acceptance of the Landlord's improvements. Provided the County is not in default of the Lease Agreement, Tenant may renew the Lease Agreement for One (1) Five (5) year term by giving the Landlord at least One Hundred and Eighty (180) days written notice.

3. RENT: The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule:

	Annual	Monthly
Year 1	$24,375.- ~~$25,12500~~	~~$2,093.75~~ $2031.25
Year 2	$25125.75 ~~$25,875.75~~	~~$2,156.56~~ $2094.06
Year 3	$25905.11 ~~$26,655.11~~	~~$2,221.25~~ $2158.75
Year 4	$26704.76 ~~$27454.76~~	~~$2,287.90~~ $2225.40
Year 5	$27528.40 ~~$28,278.40~~	~~$2,256.50~~ $2294.00

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All payments are to be made in advance of the first day of each month, during each lease year, and shall be payable One Firstfield LLC AND ASSIGNS, 17 B Firstfield Road, Suite 208, Gaithersburg, Maryland 20878.

4. REAL ESTATE TAXES:

A. Commencing with the Second Base year and every year thereafter, Landlord will forward to the County a statement and copies of paid tax receipts setting forth the amount of Real Estate Taxes (as hereinafter defined) levied or imposed against the Property of which Leased Premises are a part. The County shall pay, as additional rent, upon receipt of the Landlord's statement and receipts, but in no event more than thirty (30) days after receipt of Landlord's statement and receipts, any increase in the said Real Estate Taxes over the Real Estate Taxes assessed against the Property of which the Leased Premises are a part during the "Base Year." The Base Year is defined to be the period from July 1, 2007 through June 30, 2008. The Landlord's statement must contain copies of Real Estate

B. Tax billings for the Base Year as well as the tax year for which the payment is required.

C. The term "Real Estate Taxes" means the County's proportionate share of property taxes and assessments, general and special, levied or imposed by appropriate taxing authorities with respect to the Property as defined below. If the system of real estate taxation is altered or varied or any new tax or levy is levied or imposed by an appropriate taxing authority, the new tax or levy will be included within the term "Real Estate Taxes."

D. The County shall pay to the Landlord said increased taxes as additional rent for the County's proportionate share of the building, which share is determined to be 5.14% within thirty (30) days after receipt of Landlord's statement. The County proportionate share is computed as follows:

$$\frac{\text{1005 square feet leased}}{\text{19,539 building square feet}} = 5.1`4\%$$

5. ANNUAL OPERATING EXPENSES: The term "Annual Operating Expenses" means the actual costs incurred by Landlord in operating and maintaining the land and improvements in which the Leased Premises are located during each calendar year of the Lease Term. Such costs shall include, by way of example rather than of limitation; charges or fees for, the furnishing of water, sewer service, gas, fuel, electricity, or other utility services to the Property; janitorial and

trash removal service, costs of maintaining grounds, common areas and mechanical systems of the building; all other costs of maintaining , repairing or replacing any or all of the Property; charges or fees for any necessary governmental permits, management fees or overhead and expenses, premiums for hazard, liability, workman's compensation or similar insurance upon any or all of the Property; costs arising under service contracts with independent contractors; costs of any services not provided by Landlord in its prudent management of the Property; and the costs of any other items which under generally accepted accounting principles, consistently applied from year to year with respect to the Property, constitute operating or maintenance costs a attributable to any or all of the Property. Such cost shall not include the expense of principle and interest payments mad by Landlord pursuant to the provisions of any mortgage or deed of trust covering the Property; any deduction for depreciation of the Property taken on the Landlord's income tax returns, the cost of fix-up of Leased Premises or the cost of capital improvements made to the Property.

Annual Operating Costs shall not include costs incurred wherever the County and/ or any other County of space within the Property has agreed to provide any item of such services partially or entirely at its own expense, wherever any such item of expense is not incurred with respect to or for the benefit of all the net rentable space within the Property.

In allocating the Annual Operating Cost pursuant to the foregoing provisions of this subsection the Landlord shall make an appropriate adjustment, using generally accepted accounting principles, as aforesaid, so as to avoid allocating to County those Annual Operating Costs covering such services already being provided by County or by such other County at its own expense, or to avoid allocating to all of the net rentable space within the Property those Annual Operating Costs incurred only with respect to a portion thereof, as aforesaid.

B. The Term "County's Operating Costs Percentage": means the percentage assigned to the Premises for purposed of allocating the Annual Operating Costs to the Premises in accordance with the provisions of this subsection, which represents the approximate and (for purposes of the provisions of this Lease) hereby agreed upon proportion which the floor area of the Premises bears to the aggregate net rentable space with the Property. County's Operating Costs Percentage shall be 5.14% when Annual Operating Costs are attributed to the building in which the Leased Premises are located.

C. Payment as Additional Rent: County shall, within thirty(30) days after demand therefore by Landlord (with respect to each base year during the Term), accompanied by a statement setting forth in reasonable detail the Annual Operating Costs for such base year, pay to the Landlord as additional rent by which County's Operating Costs Percentage of the Annual Operating Costs for such year exceeds the amount of base year*.

D. Proration: If a portion of any calendar year falls within the Lease Term, the amount payable as additional rent for such calendar year under the foregoing provisions of this subsection shall be prorated in proportion to the portion of such calendar year falling within the Lease Term (but the expiration of the Lease Term before the end of a calendar year shall impair the County's obligation hereunder to pay such prorated portion of such additional rent for that portion of such calendar year within the Lease Term, which shall be paid on demand, as aforesaid).

6. PARKING: Landlord shall provide unreserved parking in the surfaced parking facility adjacent to the building for the use of Tenant and Tenant's patrons in common with other building tenants. Landlord shall provide a proportionate share of 3.5 spaces per 1000 square feet of parking for the Tenant throughout the term of this Lease. Tenant agrees to abide by reasonable parking procedures which Landlord may from time to time establish. Landlord shall be responsible for the care and maintenance of the parking facility. Landlord shall provide, at landlord's expense, proper lighting, periodic cleaning and repair of the parking facility as necessary.

7. USE: The County covenants and agrees that said the Leased Premises shall be used and occupied by the Montgomery County Government as a stress management and general government office, and for no other purposes. The County shall have the right to occupy and use the Leased Premises 24 hours a day, seven days a week.

8. COUNTY PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. The County shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of commercial general liability insurance with bodily injury limits of $200,000 (two hundred thousand dollars) for injury (or death) to one person, $500,000 (five hundred thousand dollars) per occurrence, and property damage insurance with a limit of two hundred thousand dollars ($200,000). The County shall have the right to self-insure.

These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, under the Local Government Tort Claims Act, Ann. Code, Cts & Jud. Proc. Sect. 5-301 et seq. (2002 Repl. Vol) as amended.

B. The County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy.

C. The County will indemnify Landlord and save it harmless from and against any and all claims, actions, 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 County of the Leased Premises or any part thereof, or the County's use of the exterior areas provided by Landlord

for the comfort and convenience of County, occasioned wholly or in part, to such extent, by any act or omission of County, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the Landlord, the Landlord's agents, and employees. Provided, however, that the Landlord provides notice of claim to the County immediately. County shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of County's violation of any law or ordinance.

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

E. The County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement. County reserves the right to self-insure.

F. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2002 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, Sec. 1A (2003 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time.

9. LANDLORD PROPERTY DAMAGE AND LIABILITY INSURANCE

A. Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of one million dollars ($1,000,000) per occurrence for bodily injury and property damage, including fire legal liability, contractual liability, products and completed operations, personal injury and broad form property damage. Montgomery County must be named as Additional Insured on all liability policies.

B. Landlord will indemnify County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property, business interruption and loss of use arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Landlord of the Leased Premises or any part thereof including exterior areas, to such extent, by any act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees. Provided, however, that County provides to Landlord immediate notice of any and all claims under which County will relay on this indemnification. Landlord shall indemnify County against any penalty, damage or charge incurred or imposed by reason of Landlord's violation of any law or ordinance.

10. ACCESS: County will allow Landlord or Landlord's agents to have access to Leased Premises upon reasonable notice, except in the event of emergency to County and at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable; or for the Landlord to show the Leased Premises to prospective Tenants during the 12 months preceding expiration of the Lease term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County; provided, however, Landlord shall not interfere with the County's use of the Leased Premises. Landlord shall provide controlled

access to the front and rear entrances to the building, and at least one elevator after normal full service building hours.

11. SERVICES: Landlord, at Landlord's expense, shall provide full service maintenance including but not limited to all utilities for normal office use, maintenance and repairs, trash removal and pest control within the Leased Premises. Landlord, at Landlord's expense, shall provide janitorial services within the Leased Premises, after 5:00 P.M., Monday through Friday. Landlord shall be responsible for cleaning the common area and the outside building areas including sidewalks, walkways, and pavement areas, keeping same free and clear of snow and ice. The Landlord shall also provide trash receptacles in the building and an area for recycling. The Landlord shall also make all necessary maintenance, repairs and replacements to all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains, all exterior walls, interior columns, windows, interior concrete slabs, and the foundation.

A. Maintenance and Repairs – Emergencies: In the event Landlord fails to provide emergency maintenance and repair with dispatch and due diligence appropriate to the condition after notice from the County, then County shall have the right but not the obligation to correct these problems and be reimbursed the reasonable cost thereof by Landlord.

B. Maintenance and Repairs – Routine: In the event Landlord fails to correct routine maintenance and repair problems in the Leased Premises within 10 days after notification of same by the County, County shall have the right but not the obligation to correct these problems, and be reimbursed the reasonable cost thereof by Landlord.

If Landlord, at any time during the Lease Term, shall default in any material respect the performance or observance of any obligation on Landlord's part to be performed or observed pursuant to Articles 10, 11 and 12 of the Lease, and shall not cure such default within thirty (30) days after receipt of written notice thereof from County (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), then, provided County is not then in default under the Lease, beyond applicable notice and grace periods, County may, at its option, but is under no obligation to so act, cure such default, and Landlord agrees to reimburse County the amounts reasonably incurred by County in so doing within a reasonable period of time agreed to by both County and Landlord; provided that County shall not undertake maintenance, repairs and/or replacements to any structural element of the Building or the roof thereof or to any Building service equipment or system which serves or may affect any space in the Building other than the Leased Premises. Notwithstanding the foregoing, in no event shall County be entitled to set-off or deduct any amounts incurred by County hereunder against the Annual Base Rent due under the Lease. A default of performance or observation of any obligation under Paragraphs 9, 10,11, and 12 of the Lease if not cured as provided above can, at the option of County and after notice is given, be considered a default of the Lease and County shall have those rights prescribed under Paragraph 18 below.

12. HVAC: Landlord agrees to maintain, repair or replace the existing heating, ventilation and air conditioning system. The air conditioning shall be so balanced as to provide a temperature range between 72 and 78 degrees. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements. Landlord agrees to provide heating and air conditioning to the Leased Premises during those seasons of the year when such services are required, from 8:00 am until 6:00 pm, Monday through Friday, exclusive of legal County, State or Federal holidays. Landlord will provide heating, ventilation, and air conditioning in addition to the herein stated hours, provided that Tenant notifies Landlord 24 hours in advance, before noon on the day preceding the requested service (noon Friday for Saturday and Sunday) of such requirement for additional heating and air conditioning. Tenant shall pay an hourly charge for such additional HVAC services to reflect the cost of utilities and other cost of operating HVAC equipment, the rate currently being $95.00 per hour floor, with a two (2) hour minimum.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

A. County will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. County shall provide Landlord with plans and specifications of said work. County agrees to reimburse Landlord for all costs incurred by Landlord in reviewing County's proposed changes or additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve County's contractor, and such approval shall not be unreasonably withheld, conditioned or delayed.

Upon receipt of Landlord's written approval of the County's plans and specifications, County may proceed to perform the work at County's expense, or at County's option, County may request that Landlord perform said work at County's expense and at negotiated prices. County shall pay for any work performed by Landlord on County's behalf after inspection by County and within thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by County, as additional rent hereunder.

B. All alterations, additions, or improvements made by either of the Parties upon the Leased Premises shall become the property of the Landlord and shall remain upon and be surrendered with the Leased The Leased Premises upon the termination of this Lease unless Landlord requires County to remove such property at the time Landlord approves installation of such improvements. County shall, with Landlord's written consent, which shall not be unreasonably withheld, have the right to install any furniture or office machinery necessary in the conduct of its business within the Leased The Leased Premises, and the same shall remain the property of the County, and shall be removed by County upon the termination of this Lease.

C. Landlord will not approve any construction, alterations or additions requiring unusual expense to readapt the Leased Premises to normal office use upon Lease termination or increase the cost of construction, insurance or taxes on the Building or of Landlord's services called for by this Lease unless County first gives assurances acceptable to Landlord that such re-adaptation will be made prior to Lease termination without expense to Landlord and makes provisions acceptable to Landlord for payment of such increased cost. All changes and additions shall be part of the Building except such items as by writing at the time of approval the Parties agree shall be removed by County upon termination of this Lease.

14. NOTICE OF DEFECTS: County shall provide Landlord with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or notice of need for repairs in the roof, plumbing, electric and heating systems, to be remedied by Landlord in accordance with the terms of this Lease.

15. ASSIGNMENT AND SUBLEASING: County shall not have the right to transfer possession or occupancy of the Leased Premises, nor sublet or assign this Lease to any person or persons without the prior written consent of the Landlord. Landlord's consent shall not be unreasonably or unduly withheld, conditioned or delayed. County agrees not to market or advertise the Leased Premises for sublet or this Lease for assignment without the prior written consent of Landlord as to all advertising, marketing and promotional materials. In the event that any assignee or subtenant pays to County any amounts in excess of the Annual Base Rent and additional rent then payable hereunder, or pro rata portion thereof on a square footage basis for any portion of the Leased Premises, County shall promptly pay 50% of such excess to Landlord as and when received by County.

If County requests Landlord's consent to assign this Lease or sublet more than 50% of the Leased Premises, Landlord shall have the option, exercisable by written notice to County given within 10 days after receipt of such request, to terminate this Lease as of a date specified in such notice which shall be not less than 30 or more than 60 days after the date of such notice. Any such assignment or subleasing shall not relieve County from obtaining the consent in writing of Landlord to any further assignment or subleasing.

16. COUNTY'S COVENANTS: County covenants and agrees:

A. To pay the rent as provided in the lease to Landlord and until the Lease expiration date or until possession is redelivered to Landlord, if this occurs after the Lease expiration date.

B. Not to strip or overload, damage or deface the Leased Premises or hallways, stairways, elevators or other approaches thereto.

C. Not to suffer or permit any trade or occupation to be carried on or use made of the Leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on said Building, in Landlord's concern to maintain the first-class business (non-medical, non-lab) nature of the Building.

D. Not to move any furniture or equipment into or out of the Leased Premises without Landlord's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

E. Not to place upon the interior or exterior of the Building or any window or other part thereof or door of the Leased Premises any placard, sign, covering or drapes, except such and in such place as shall have been first approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. To remove, at County's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flag poles, or the like not consented to in writing.

F. To conform to all rules and regulations from time to time established by appropriate insurance rating organizations, and to all reasonable rules and regulations from time to time established by Landlord.

G. To keep the Leased Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by County and to procure all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way County's Permitted Uses.

H. To keep all of County's employees working in the Leased Premises covered by worker's compensation insurance in statutory amounts and to furnish Landlord with a current certificate thereof. County reserves the right to self-insure.

17. DESTRUCTION OF THE LEASED PREMISES: In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Lease shall not be terminated, but the Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the extent of Landlord's insurance proceeds provided such repair and or restoration returns the Leased Premises to substantially the condition prior to such damage or destruction. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or destruction, this Lease shall continue in full force and effect, except for abatement of rent as provided herein. If the condition is such as to make the entire the Leased Premises "Untenantable", then the rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the Leased Premises are partially damaged or destroyed, then during the period that County is deprived of the use of the damaged portion of said the Leased Premises, County shall be required to pay rental prorated to reflect that portion of the Leased Premises which continues to be "Tenantable" and appropriate for County's use. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Notwithstanding any of the foregoing, in the event of substantial damage or destruction, and Landlord should decide not to repair or restore the Leased Premises or the building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving County a written notice of its intention to terminate within sixty (60) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Leased Premises or any portion of the Building of which they are a part.

18. DELIVERY OF THE LEASED PREMISES County covenants at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to County), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk for which County is not herein expressly made liable excepted.

19. DEFAULT:

A. By County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, or if County or County's assigns shall fail or neglect to keep and perform each and every one 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 to County from the Landlord specifying the default, then at the option of the Landlord, the Landlord and his assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland.

B. By Landlord: In the event that the Landlord or his assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as either otherwise provided herein on as may reasonably be required to correct the default

C. with exercise of due diligence) after written notice from the County or his assigns specifying the default, then the County or his assigns, at County's option, may pursue any and all legal remedies available. It is understood, however, that Landlord shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state or local law.

D. No default as hereinbefore provided shall be deemed complete unless at the time Landlord or County seeks to take any action based upon such alleged default the same shall remain uncured by the defaulting party.

20. HOLDOVER: If County shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) County shall be deemed to be occupying the Leased Premises as a Tenant from month to month, not to exceed a period of 6 months during which time either party may terminate this Lease on thirty (30) days written notice, and will be otherwise subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has under this Lease or at law in equity including an action for holding over after the date stipulated in Landlord's notice above.

21. QUIET POSSESSION: Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on County's part, County shall at all times during the term of this lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

22. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Landlord and County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

23. WAIVER: The waiver at any time by the Landlord or County of any particular covenant or condition of this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

24. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding 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 race, color, religious creed, sex, martial status, national origin, ancestry, disability, sexual orientation or genetic status.

25. NON-APPROPRIATION: This Lease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on July 1 of the calendar year which the County does not appropriate funds. County shall give Landlord at least thirty (30) days written notice of the lack of appropriation. The County shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items. If this Lease is terminated under this paragraph 25, the County shall reimburse the Landlord any remaining unamortized cost of the construction cost. The forty thousand ($40,000.00) cost will be amortized straight-line over the five (5) year term of the Lease.

26. 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, licensed 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.

27. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 2004, as amended, 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.

28. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Leased The Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired term of this Lease. The foregoing notwithstanding, County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken.

29. GENERAL PROVISIONS:

A. Entire Agreement: 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 an instrument in writing duly executed by the Parties hereto.

B. Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and County 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 County 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.

C. Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland. 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.

30.

SUBORDINATION: Landlord shall have the absolute right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of Landlord, shall be subordinate to such encumbrance or encumbrances. County agrees to sign acceptable and appropriate papers for subordination within twenty (20) business days after Landlord's written request, provided such subordination shall be upon the express condition that the Lease shall be recognized by the holder of the encumbrance and the rights of County shall remain in full force and effect during the initial Lease term or any extension thereof. In the event of a sale or transfer of the title to the aforesaid land and the Leased Premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money.

The County agrees to execute subordination documents stating that the Lease is subordinated subject to the conditions in this Paragraph.

This Lease is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Landlord or the Landlord's successor in interest of transfer may request the County execute an Estoppel Certificate in the form attached as Exhibit C and made a part of this Lease.

31. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties hereto and each of their respective representative, successors and assigns.

32. WAIVER OF JURY TRIAL: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of monies due hereunder, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the State where the Leased Premises is located.

33. SIGNAGE: All signage, at Landlord's expense, shall be subject to County code and Landlord's approval, which shall not be unreasonably delayed, conditioned, or withheld.

35. MAIL NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

LANDLORD:

One Firstfield, LL or Assigns
17B Firstfield Road, Suite 208
Gaithersburg, Maryland 20878

Tel.# 301- 354-4601
Fax.# 301-309-9357

COUNTY:

Montgomery County Maryland
Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Tel #: 240-777-7252
Fax #: 240-77 7-7259

With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland

101 Monroe Street, 3rd Floor

Rockville, Maryland 20850

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this LEASE to be properly executed.

WITNESS:

By: _____

LANDLORD:

ONE FIRSTFIELD,LLC and ASSIGNS

By: _____

Date: 1/5/07

WITNESS:

By: Debbie Richards

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: _____
SCOTT W REILLY

Date: 1/26/2007

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen O. Brennan

Date: 1/4/2007

RECOMMENDED:

By: Cynthia L. Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 1/25/07

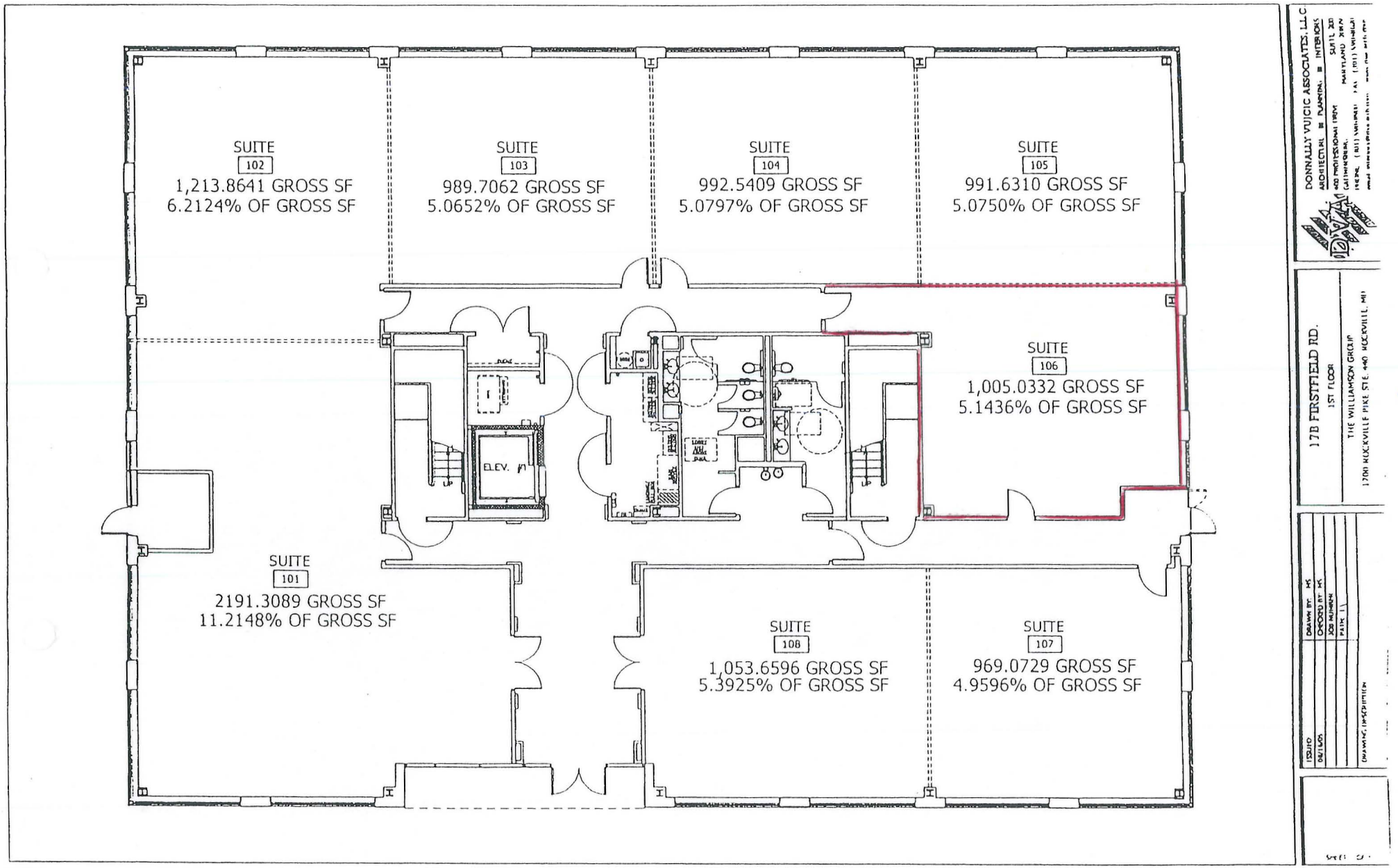
SUITE
102
1,213.8641 GROSS SF
6.2124% OF GROSS SF
SUITE
103
989.7062 GROSS SF
5.0652% OF GROSS SF
SUITE
104
992.5409 GROSS SF
5.0797% OF GROSS SF
SUITE
105
991.6310 GROSS SF
5.0750% OF GROSS SF
SUITE
106
1,005.0332 GROSS SF
5.1436% OF GROSS SF
SUITE
101
2191.3089 GROSS SF
11.2148% OF GROSS SF
SUITE
108
1,053.6596 GROSS SF
5.3925% OF GROSS SF
SUITE
107
969.0729 GROSS SF
4.9596% OF GROSS SF
ELEV. #1
UP
DONNALLY VUJCIC ASSOCIATES, LLC
ARCHITECTURE ■ PLANNING ■ INTERIORS
17B FIRSTFIELD RD.
1ST FLOOR
THE WILLIAMSON GROUP
1700 ROCKVILLE PIKE STE. 440 ROCKVILLE, MD
ISSUED
DRAWN BY: HS
CHECKED BY: HS
JOB NUMBER
PATH: 11
DRAWING DESCRIPTION

EXHIBIT A

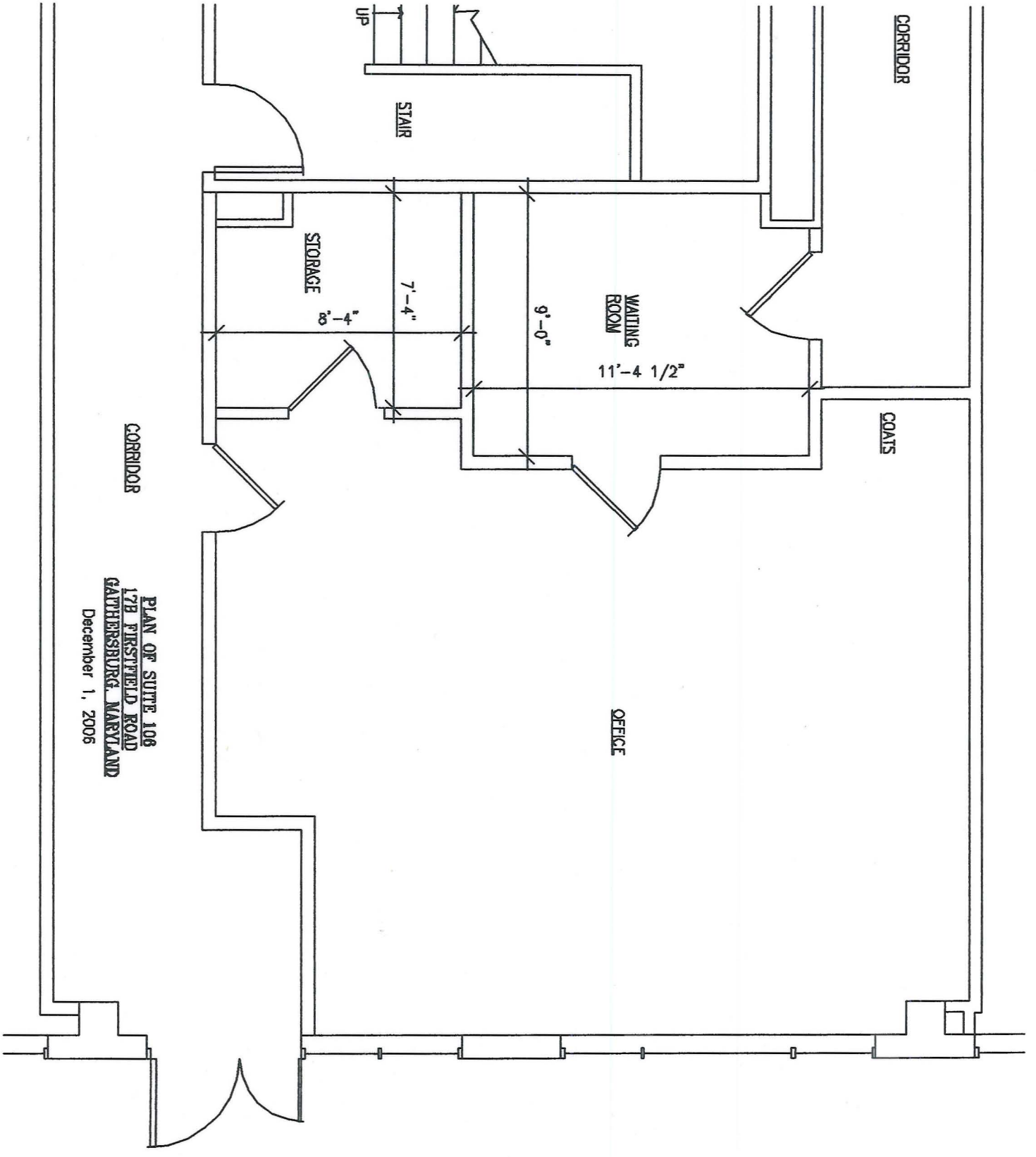
CORRIDOR
UP
STAIR
STORAGE
8'-4"
7'-4"
9'-0"
WAITING ROOM
11'-4 1/2"
COATS
CORRIDOR
OFFICE
PLAN OF SUITE 108
17B FIRSTFIELD ROAD
GAITHERSBURG, MARYLAND
December 1, 2006

EXHIBIT B

EXHIBIT C

TENANT ESTOPPEL CERTIFICATE

To: _____, its successors and/or assigns (**"Lender"**)
_____, its successors and/or assigns (**"Purchaser"**)

Re: Property Address: _____(**"Property"**)
Lease Date:_____
Between _____ (**"Landlord"**) and
Montgomery County, Maryland (**"Tenant"**)
Square Footage Leased:_____
Suite No./Floor: _____ (**"Premises"**)

Landlord has requested that Tenant provide Landlord with an estoppel certificate as permitted from time to time under the terms of the above-referenced lease (**"Lease"**). Tenant hereby acknowledges the following:

(1) The Lease, which includes the Lease and all amendments to the Lease attached as Exhibit "A", is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.

(2) The Lease Term commenced on _____, and terminates on _____. The Lease provides for _____ renewal/extension option(s) of _____ (months/years) each. Tenant has exercised ____ renewal/extension options on the date that this Certificate is issued by Tenant.

(3) The amount of fixed monthly rent is $ _____; the monthly common area or other charges are $_____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 200_.

(4) Tenant paid no security deposit under the terms of the Lease. Tenant has paid rent for the Premises through _____, 200__.

(5) Tenant currently occupies the Premises.

(6) All work to be completed by Landlord for the Tenant prior to occupancy has been performed as required and has been accepted by the Tenant (if not, specify what punch list or other items remain to be completed, and the amount budgeted for completion; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to Tenant.

(7) As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.

(8) Tenant is not in default under the Lease.

(9) Tenant has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.

(10) Any notices to be sent to Tenant should be sent in the form required in the Lease to:

Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, MD 20850
Attn: Director

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

TENANT:
Montgomery County, Maryland

By:_____
Joseph F. Beach
Assistant Chief Administrative Officer