DEED OF LEASE

THIS DEED OF LEASE ("Lease"), dated May 30, 2007 is made between MONTGOMERY COUNTY, a body corporate and politic and a political subdivision in the State of Maryland ("Tenant"), whose address is 101 Monroe Street, Rockville, Maryland 20850 and FELLAND LIMITED PARTNERSHIP, a Maryland limited partnership ("Landlord") whose address is 4935 NICHOLSON COURT, SECOND FLOOR, KENSINGTON, MARYLAND 20895.

WHEREAS, Landlord is the owner of the buildings (the "Buildings") and land (collectively the "Property") located at 4901, 4915, 4925, 4935, 4941, and 4943 Nicholson Court, Kensington, Maryland, 20895; and

WHEREAS, Tenant desires to lease and Landlord is willing to rent to Tenant a portion of the Property upon the terms, conditions, covenants and agreements set forth herein.

NOW, THEREFORE, the parties hereto, intending legally to be bound hereby, covenant and agree as follows:

1. TERMS AND DEFINITIONS

A. "Premises" shall mean approximately 25,000 square feet of rentable space within the Buildings and the adjacent approximately 115,355 square foot parking area, all located at 4901, 4915, 4925, 4935, 4941, and 4943 Nicholson Court, Kensington, Maryland, 20895, as shown outlined on Exhibit B, attached hereto and made a part hereof.

B. "Additional Premises" shall refer to approximately 2,000 square feet of office space currently occupied by Landlord on the second floor of 4935 Nicholson Court. Landlord and Tenant acknowledge that Tenant wishes to expand into the Additional Premises during the fall of 2007. If Landlord, in its sole and absolute discretion, agrees to this expansion, Landlord and Tenant agree to negotiate the terms of the expansion in good faith and to execute an amendment to this Lease.

C. "Commencement Date" shall mean the date that the Premises is delivered to Tenant in its "as is" condition, which date is estimated to be May 30, 2007, as that date may be adjusted pursuant to Section 3 below.

D. "Lease Term" means the period of sixty (60) months plus any partial calendar month at the beginning of the Lease Term, commencing on the Commencement Date and expiring at 11:59 p.m. on the last day of the sixtieth (60th) full calendar month thereafter (the "Expiration Date"), unless earlier terminated pursuant to the Lease. If Landlord does not deliver possession of the Premises by the Commencement Date, or any other date scheduled or targeted as the Commencement Date, Landlord shall not have any liability whatsoever to Tenant on account of such failure to deliver possession of the Premises to Tenant and this Lease shall not be rendered void or voidable as a result of such delay. However, under such circumstances, unless such delay is caused by Tenant or Tenant's contractors, the Commencement Date shall be postponed until possession of the Premises is delivered to Tenant or the Premises are available for occupancy by Tenant.

E. "Renewal Options" means Tenant's conditional right to extend the Lease Term for three (3) consecutive terms (the "First Option Term," the "Second Option Term," and the "Third Option Term") of five (5) years each, beyond the initial Lease Term at the Base Rent set forth below and upon the same terms and conditions set forth herein (except that there will be no further privilege of extension), provided that the following conditions are met: (i) Tenant notifies Landlord of its election to exercise the right of renewal granted hereby at least six (6) months and no more than twelve (12) months prior to the expiration of the initial Lease Term, the First Option Term or the Second Option Term (as the case may be); (ii) at the time of the exercise of such right and for the remainder of the Lease Term thereafter, there is no existing default which is not remedied within the applicable cure periods set forth in this Lease; (iii) that the Lease has not terminated prior to the commencement of the applicable Option Term; and (iv) at the time of the exercise of such option and for the remainder of the Term thereafter, the original named Tenant is in possession of and occupying the entire Premises [it being the intent of the parties that this option is personal to the original named Tenant hereunder (i.e., it does not inure to the benefit of any subsequent Tenant, subtenant or assignee of the Lease) and if such original named Tenant is no longer in possession of and occupying the entire Premises, then this option is void]. During the first year of the applicable Option Term, Tenant shall pay Landlord Base Rent equal to 104% of the base rental rate payable hereunder by Tenant (notwithstanding any abatements thereof) during the one year period immediately preceding the commencement of the applicable Option Term. During the applicable Option Term, Base Rent shall continue to escalate by 4% per year. Prior to the commencement of the applicable Option Term, upon the request of Landlord, Tenant hereby agrees to execute an amendment to the Lease memorializing said extension of the Lease Term. If Tenant fails to timely notify Landlord of its desire to exercise the renewal option granted hereby, then Tenant shall be deemed to have conclusively waived its renewal option. Landlord and Tenant agree that, notwithstanding any provision of this Lease to the contrary, if Tenant exercises one or more of the Renewal Options, Tenant shall, at its sole cost and expense, within thirty (30) days of the commencement of the applicable Option Term, have the floor of 4901 4941, and 4943 inspected and refurbished with Armor-Ultra floor coating in accordance with the manufacturer's specifications.

F. "Base Rent" shall mean SIX HUNDRED SIXTEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS ($616,000.00) per year, payable each month in installments of FIFTY ONE THOUSAND THREE HUNDRED FORTY-ONE AND 67/100 DOLLARS ($51,341.67) as adjusted in accordance with the provisions of Section 4B hereof.

G. "Tenant's Total Building Square Footage" shall mean approximately 25,000 square feet of rentable space within the Buildings.

H. "Permitted Use" shall mean use of the Premises for a transit bus repair garage, bus wash, general office, fuel storage (in the existing 10,000 gallon tank only), fuel dispensing and parking facility, as required to operate a Montgomery County Ride-On bus system, to the extent such use is permitted by the Federal, State and local laws and other governmental regulations applicable to the Property and the Premises, and no other use whatsoever. The Permitted Use shall not include any use prohibited by any Federal, State or local law. In addition, Landlord and Tenant expressly agree that Tenant shall not be entitled to place or install additional tanks or other fuel storage containers at the Premises without the express written consent of the Landlord, which may be granted or withheld in the Landlord's sole and absolute discretion.

I. "Lease Year" means a period of twelve (12) consecutive months, commencing on the Commencement Date, and each successive twelve (12) month period thereafter; except that if the Commencement Date is a day other than the first day of a month, then the first Lease Year shall commence on the Commencement Date and shall continue for the balance of the month in which the Commencement Date occurs and for a period of twelve (12) calendar months thereafter.

J. "Rent" means Base Rent and all Additional Rent, as the same may be adjusted from time to time.

K. "Additional Rent" means any and all amounts required to be paid by Tenant hereunder, other than Base Rent, and any and all charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease. Regularly recurring Additional Rent shall be payable in the same manner and upon the same terms and conditions as the Base Rent reserved hereunder. All other Additional Rent shall be due and payable thirty (30) days after Landlord's invoice therefore is sent to Tenant. Any failure on the part of Tenant to pay Additional Rent when and as the same shall become due shall entitle Landlord to the remedies available to it for nonpayment of Base Rent.

L. "Casualty" means an accident resulting from an unknown cause and occurring unexpectedly, suddenly, without being foreseen and without design, and may be due to natural physical forces or the intervention of human agency. A Casualty may result in property damage but not in personal injury, unless otherwise defined in policies of insurance effective between the parties.

M. "Normal wear and tear" means damage that naturally occurs due to normal use and aging consistent with the Permitted Use of the Premises. Notwithstanding the foregoing, normal wear and tear does not include damage that occurs due to negligent or intentional acts of Tenant or Tenant's employees, agents, or contractors.

2. <u>USES</u>

A. Tenant agrees continuously to use and occupy the Premises for the Permitted Use only, and for no other purpose. Tenant covenants to comply with the provisions of all conditions and restrictions, and all building, zoning, fire and other Federal, State and local laws, codes, ordinances, regulations or rules applicable to the Tenant's particular use of the Premises and all requirements of the carriers of insurance covering the Property. Except as allowed as a Permitted Use hereunder, Tenant shall not do or permit anything to be done other than intended reasonable use of the Property as required for operation of the Montgomery County Ride-On bus system in or about the Premises, or bring or keep anything in the Premises that may increase the fire and extended coverage insurance premium upon the Property or increase the premium for any insurance carried by Landlord (Landlord shall deliver to Tenant within thirty (30) days following the execution of this Lease any such insurance coverage, and if Landlord makes any material change in such coverage during the Lease Term, Tenant's continuing obligation under this Section 2 (A) shall be contingent upon Tenant approving such change in its reasonable discretion) or required by Section 7 of this Lease; that may physically, environmentally or in any other way injure the Property; may constitute waste; or be a nuisance, public or private, or menace to tenants of adjoining premises or anyone else. Tenant shall not permit the operation of any other business or service to be conducted on the Premises, including but not limited to personal/employee repair, service and/or maintenance of cars, trucks, or any other vehicle unrelated to the operation of the Montgomery County Ride-On bus

system, without the written prior approval of Landlord, which may be granted or withheld in the Landlord's sole and absolute discretion.

B. Tenant expressly acknowledges that Landlord has made no representation and/or warranty regarding the permitted uses of the Premises. Tenant shall, at its sole cost and expense, be responsible for obtaining all occupancy permits required by law for Tenant's intended use. If necessary, Tenant will apply for an occupancy permit upon execution of this Lease, and will, at its sole cost and expense, make any necessary modifications, repairs or improvements to the Premises as required by Montgomery County, the State of Maryland or the Federal Government, as a condition of the issuance of such use and occupancy permit for the Premises. Tenant shall be responsible for complying with all Federal, State, and local laws, including all environmental laws, governing Tenant's particular use, new construction, repair construction, improvement construction and occupancy of Premises. Prior to commencing any work in the Premises, Tenant shall obtain the necessary permits and shall deliver a copy of the same to Landlord.

C. Landlord shall deliver the Premises, and Tenant shall accept same in its then existing "as-is" condition on the Commencement Date, or so soon thereafter as Landlord is able to deliver same, it being agreed that all improvements or alterations to the Premises necessary for Tenant to operate its business therefrom shall be completed after the Commencement Date by the Tenant at its sole cost and expense. Tenant acknowledges that it has examined the Premises and accepts the same in its "as is" condition for the Lease Term. The above notwithstanding, the Parties have agreed to each provide certain improvements to the Premises following the Commencement Date, as more fully described on Exhibit D.

D. Landlord expressly acknowledges that, during the first Lease Year only, Tenant shall license the Premises to a third party contractor for the operation of the Ride-On bus facility. Landlord hereby approves such license, provided that Tenant remains liable during the period of such license for the timely performance of all the obligations of Tenant to be performed pursuant to the terms of this Lease.

3. OCCUPANCY: COMMENCEMENT DATE

The Commencement Date shall be the date set forth in Section 1(C) of the Lease. If Landlord does not deliver possession of the Premises by the Commencement Date, or any other date scheduled or targeted as the Commencement Date, Landlord shall not have any liability whatsoever to Tenant on account of such failure to deliver possession of the Premises to Tenant and this Lease shall not be rendered void or voidable as a result of such delay. However, under such circumstances, unless such delay is caused by Tenant or Tenant's contractors, the Commencement Date shall be postponed until possession of the Premises is delivered to Tenant or the Premises are available for occupancy by Tenant. Landlord and Tenant acknowledge that the Premises is currently under lease to a third party. Landlord shall use its best efforts to regain possession of the Premises from such third party in order to deliver the Premises to Tenant on the anticipated Commencement Date. If the Commencement Date has not occurred by the fifteenth (15th) day following the targeted Commencement Date either party shall have the right, as its sole remedy, to terminate this Lease on fifteen (15) days written notice given prior to the Commencement Date, but if the Premises are delivered within such fifteen (15)-day period the termination notice will be null and void.

4. RENT

A. Beginning on the Commencement Date, installments of Base Rent shall be paid monthly, in advance, without demand, notice, deduction or offset, on the first day of each month. All such installments for any partial month shall be prorated on a per diem basis. If the Lease Term begins on other than the first (1st) day of a month, Base Rent from that date until the first (1st) of the next succeeding month will be prorated on the basis of the actual number of days in each such month and shall be payable in advance on the Commencement Date. All Rent shall commence to accrue and become payable in accordance with the terms hereof on the Commencement Date. All payments required to be made by Tenant under this Lease shall be deemed to be Rent and shall be collectible as such, shall be in lawful money of the United States, and shall be timely delivered to Landlord's notice address, as set forth in Section 26 of this Lease, with no deduction, offset, abatement, credit or the like, except as expressly provided herein or approved in writing by the Landlord. Each late payment shall incur a late charge fee in the amount of five percent (5%) of such payment to cover extra tracking and handling expenses. The tender by Tenant of a lesser amount than due shall be treated as a payment on account notwithstanding any endorsement or statement to the contrary on the payment or in any cover letter, and Landlord's acceptance of such lesser amount shall not constitute a waiver of any other available right or remedy.

B. Base Rent shall increase during the Lease Term in accordance with the following schedule:

Lease Year	Annual Base Rent	Monthly Base Rent
1	$616,100.00	$51,341.67*
2	$640,500.00	$53,375.00
3	$665,876.00	$55,489.67
4	$692,267.04	$57,688.92
5	$719,713.72	$59,976.43

* Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant acknowledge that 13,203 square feet of the parking area on the west end of the Property, as shown on the Map attached hereto as Exhibit B, is currently under lease to a third party. Landlord has commenced actions to regain possession of the 13,203 square foot portion of the parking area from the third party and anticipates that the same shall be available to be delivered to Tenant in its "as is" condition, it being agreed that Landlord will cause the trailer, debris and automobiles to be removed prior to delivery to Tenant, which is expected to be on or about July 1, 2007. Prior to accepting delivery of additional square footage, Tenant shall have the right to enter onto the additional square footage to complete an environmental study on the additional square footage. Landlord shall be responsible for any remediation identified as necessary in the study. Accordingly, during the period beginning on the Commencement Date and continuing until the 13,203 square foot portion of the parking area is delivered to Tenant, Tenant's Monthly Base Rent obligations shall be reduced by $2,475.56 per month, which reduction amount will be prorated for any partial month(s). Notwithstanding any provision of this Lease to the contrary, Tenant acknowledges that if Landlord does not deliver possession of the 13,203 square foot portion of the parking area by June 30, 2007, Landlord shall not have any liability whatsoever to Tenant on account of such failure to deliver possession of the 13,203 square foot portion of the parking area on such date and this Lease shall not be rendered void or voidable as a result of such delay. Notwithstanding the foregoing, Landlord acknowledges that Tenant desires to occupy the 13,203 square feet of the parking area on the west

end of the Property as soon as possible, accordingly, Landlord agrees to use best efforts to attempt to regain possession of the 13,203 square feet of the parking area on the west end of the Property from its existing tenant as soon as possible.

C. REAL ESTATE TAXES. Tenant acknowledges that it will pay annually, as Additional Rent, 97.65% of the real property taxes billed to Landlord for the Property currently defined on the Montgomery County Real Property Consolidated Tax Bill as PL 6920 PCL C WHITE FLINT IND PARK (Account # 00050824) and 100% of the real property taxes billed to Landlord for the Property, Civil Case 153213 PT of 18F R/W (Account #03246141). Tenant shall also pay, as Additional Rent, the portion of said taxes resulting from assessments attributable to improvements, additions or alterations made to the Premises by the Tenant. The Tenant shall make payment within thirty days (30) of written notice by Landlord of the amount due hereunder which written notice shall include a copy of the actual tax bill.

D. If Tenant fails to timely pay any Rent due under the terms of this Lease after the expiration of any applicable grace or notice period, then the Landlord has, in addition to any other rights provided for under the terms of this Lease, the right to utilize any and all statutory remedies available.

5. INTENTIONALLY OMITTED

6. UTILITIES

Tenant shall separately contract for and shall pay promptly when due the charges for all utility services rendered or furnished to the Property during the Lease Term, including, but without limitation, heat (whether by meter or sub-meter), gas, electricity, telephone, and water/sewer. If Tenant defaults in the payment of any such charges, Landlord may, at its option, pay them for Tenant's account, in which event Tenant shall promptly reimburse Landlord as Additional Rent therefore. Landlord shall not be liable to Tenant in damages or otherwise for any interruption in service of electricity, gas, heat, telephone or air conditioning, whether caused by the making of any repairs or improvements in the Premises, the Property or otherwise.

7. INSURANCE; INDEMNITY

A. The Tenant is self insured as permitted by State law under §20-37 of the Montgomery County Code (2004) as amended. During the Lease Term and any extension thereof, Tenant will maintain a policy of public liability insurance with bodily injury limits of TWO HUNDRED THOUSAND DOLLARS ($200,000) for injury (or death) to one person, FIVE HUNDRED THOUSAND DOLLARS ($500,000) per occurrence, and property damage insurance with a limit of TWO HUNDRED THOUSAND DOLLARS ($200,000). Tenant's insurance or self-insurance (as the case may be) shall be primary coverage for Tenant's insurable interests under the Lease. Except as set forth in Section 41 of this Lease, these are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible .for tort actions, as determined by and defined in the Local Government Tort Claims Act, MD. Ann. Code, Cts & Jud. Proc. Sec. 5-301 et seq. (2006 Repl. Vol) as amended (the "LGTCA"). If the LGTCA is amended to change any of these limits, then the changed limits shall automatically apply to this Lease.

B. Subject to the LGTCA limits noted in Section 7(A) above, the Tenant 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 the negligent acts of the Tenant upon or at the Premises, or the occupancy or use by the Tenant of the Premises or any part thereof, occasioned wholly or in part, by any act or omission of the Tenant, or its employees. In addition and notwithstanding any provision of this Lease to the contrary, both Parties shall indemnify the other Party against any claim, penalty, damage or charge incurred or imposed by reason of the that Party's violation of any Federal, State or local governmental law, regulation or ordinance, specifically including the Environmental Laws (as defined in Section 41 of this Lease).

C. Notwithstanding anything in this Lease to the contrary, the Tenant agrees that all personal property in the Premises shall be and remain at the Tenant's sole risk, and the Landlord shall not be liable for any damage to or loss of such personal property.

D. The Tenant shall deliver to Landlord a certificate of insurance evidencing the coverage described in Section 7(A) within thirty (30) days from the execution of this Lease or of Tenant's election to self-insure as allowed by this Section 7.

E. Except as set forth in Section 7(B) or Section 41 of this Lease, any obligation or liability of the Tenant arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Except as set forth in Section 7(B) or Section 41 of this Lease, any indemnification given by the Tenant in this Lease is limited by the damage caps and notice requirements as stated in the LGTCA; Md. Code Ann. Art. 25A, § 1A (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and any indemnification given by the Tenant in this Lease is not intended to create any rights or causes of action in any third parties. Any increases in any caps shall apply to this Lease automatically.

F. Notwithstanding anything in this Lease to the contrary, in addition to the requirements of Tenant set forth above, any third party contractor using the Premises with permission of Tenant, shall maintain commercial general liability insurance, including contractual liability, written on an occurrence basis, for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in, on, or about the Premises in an amount not less than FIVE MILLION DOLLARS ($5,000,000.00), combined single limit. Any company writing any insurance which any third party contractor is required to maintain or cause to be maintained pursuant to this Section 7(F) shall at all times be licensed and qualified to do business in the State of Maryland and shall have received an A or better rating by the latest edition of A.M. Best's Insurance Rating Service. All policies evidencing such insurance shall specify the third party contractor as named insured.

G. Any insurance that Tenant is required to provide under this Lease shall be written as primary policy coverage with respect to any coverage which Landlord may carry (it being understood and agreed that any insurance that Landlord may carry shall be excess insurance); and Tenant or such third party contractor shall be solely responsible for payment of premiums for all of such insurance. Tenant shall deliver to Landlord within thirty (30) days following the execution of this Lease, and upon renewals at least fifteen (15) days prior to the expiration of the term of any such insurance coverage, a *Certificate of Insurance* of all policies procured by Tenant or any third party contractor in compliance with its obligations under the Lease. Landlord and Landlord's mortgagee

or lender (with a security interest in the Property) shall be named as additional insureds under any commercial insurance policies if carried by Tenant.

H. INTENTIONALLY OMITTED

I. Neither Landlord nor Tenant shall not keep or do anything in the Premises which will (i) result in an increase in the rate of any insurance on the Premises; (ii) violate the terms of any insurance coverage on the Premises carried by Landlord; (iii) prevent Landlord from obtaining such policies of insurance acceptable to Landlord or any lender (with a security interest in the Property)(s) or mortgagee(s) of the Premises. Landlord and Tenant shall promptly comply with all rules, orders, regulations or requirements relating to any insurance coverage on the Premises carried by Landlord, provided Tenant is given adequate written notice of such requirements and adequate time for compliance. In the event of the occurrence of any event set forth in this Section 7, Tenant shall correct the violations upon written notice from Landlord. Tenant shall be given a reasonable timeframe to make the necessary changes or corrections.

J. Both Landlord and Tenant shall cooperate with each other in processing any insurance claims relating to the Premises.

8. REPAIRS AND MAINTENANCE

A. Tenant Responsibilities. Tenant agrees to accept the Premises for the Lease Term in its "as is" condition, except as expressly set forth in this Section 8 and Exhibit D. During the Lease Term, Tenant shall not: (i) store any container systems, such as tractor trailers that are no longer in use), in the Premises or on the Property; (ii) store any junked, destroyed or heavily damaged vehicles in the Premises or on the Property for more than fourteen (14) business days; or (iii) store any salvage materials in the Premises or on the Property. Landlord agrees that on the Commencement Date, the HVAC systems serving the Premises shall be in good working order. From and after the Commencement Date, Tenant shall be responsible, at its sole cost and expense, for repairing, maintaining and replacing the HVAC systems serving the Premises. In furtherance of the above, Tenant will obtain a maintenance, repair and service contract on the HVAC systems serving the Premises, said contract to be with a licensed and bonded company. The service contract shall include all services recommended by the equipment manufacturer within the operation/maintenance manual and shall become effective (and a copy thereof delivered to Landlord) within thirty days following the Commencement Date. A copy of the service contract shall thereafter be provided to the Landlord by the Tenant on each anniversary of this Lease until the Lease is terminated or expires. During the Lease Term, Tenant shall, at its own cost and expense, clean, repair, maintain the Premises and any improvements, equipment and fixtures therein, including without limitation, all kitchen fixtures, heating, ventilation and air conditioning ("HVAC") equipment, private bathroom fixtures and equipment, plumbing, electrical wiring and related electrical equipment, light fixtures, floors, walls, windows and all glass, front, rear and interior doors, garage doors, interior and exterior walls of garage and Buildings, railings of the garage, interior partitions, ceilings and roofs, interior and exterior stairs and railings, fences, paved parking lot surfaces, parking protectors, bollards and bollard covers, light poles, and any other type of special equipment, together with all plumbing and electrical services and equipment and electrical wiring regardless of when or by whom it was installed. The above notwithstanding, Tenant shall not be responsible for any improvements required (unless Tenant requests such improvements), including the installation of meters, submeters, conduit or wiring, or the costs associated with such improvements, in the event Pepco discovers that there is unmetered electrical usage on a pole on

the Premises, nor shall Tenant be responsible for charges for any such unmetered electrical usage for periods prior to the Commencement Date. All fixtures and equipment in the Premises will be maintained in good order, condition and appearance, and will be taken good care of and will suffer no waste or damage thereto. In addition, during the Lease Term, Tenant shall, at its sole cost and expense, place and replace as necessary, guards around any existing or future telephone poles located in the Premises. All repairs and maintenance required to be performed by the Tenant shall be made or performed promptly upon the occurrence of the necessity therefore, and no longer than thirty (30) days from its occurrence, unless the nature of the repair, replacement or maintenance is such that a shorter time period is necessary to prevent damage to property or injury to persons, and shall be made or performed in a good and workmanlike manner, using new materials comparable to those in place on the Commencement Date, by a licensed and bonded contractor, unless the bonding requirement is waived in writing by Landlord, and shall be performed in accordance with all Federal, State and local laws and all applicable governmental codes and requirements. In the event of suspected structural damages caused by Tenant, Landlord has the right but not the obligation to require Tenant to obtain a Maryland licensed engineering study and written evaluation of any damage to the Premises at Tenant's sole cost and expense. Tenant shall obtain such a study and evaluation within seven (7) business days of Landlord's notice to Tenant that Landlord is requiring Tenant to procure such a study and evaluation. Tenant shall promptly provide Landlord with a copy of the study and evaluation. Maintenance and repair of Premises and equipment shall, be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith. If Tenant refuses or neglects to promptly commence and complete repairs, replacements or maintenance necessary to satisfy the provisions of this Section within thirty (30) days of the occurrence or event, the Landlord may, but is not required to, make and complete said repairs, replacements or maintenance, after giving Tenant thirty (30) days written notice of its intention to do so, unless the nature of the repair, replacement or maintenance is such that a shorter time period is necessary to prevent damage to property or injury to persons, and Tenant shall pay the cost therefore (plus fifteen percent (15%) overhead) to Landlord upon demand as Additional Rent, which payment is subject to all applicable Rent payment provisions of this Lease. As a condition precedent to Landlord performing repairs, replacements or maintenance on behalf of Tenant, Landlord and Tenant agree that if they are unable to timely agree on the scope of repairs, replacements or maintenance that is required, they will promptly bring the matter before a mediator selected by the Parties from the list of mediators approved by the Montgomery County Circuit Court (hereinafter, the "Mediator"). The Parties will work in good faith with the Mediator to reach a determination as to the scope of repairs, replacements or maintenance required hereunder, which determination (if reached by the Parties and the Mediator) shall be binding on the parties. The cost of the Mediator shall be equally divided between the Landlord and the Tenant. Provided that Landlord completes the pre-occupancy remediation and repaving work shown as Improvement no. 5 on Exhibit D, then, at the expiration or other termination of the Lease Term, Tenant will surrender all of the Premises surfaces and buildings clean and free of petroleum product, grease, oil and exhaust fumes, residue and odor, and in the same order and condition in which they were on the Commencement Date.

Tenant shall contract with a cleaning service to clean the Premises on a daily basis, which cleaning contract shall include, at a minimum, the following services: (i) cleaning of all bathrooms, blinds, window sills, tables, chairs, and all other office fixtures; (ii) trash removal from the Premises; (iii) vacuuming, cleaning and washing of all floors and interior stairways within the Premises; (iv) cleaning up trash and cigarette/smoking debris from the parking areas on a daily basis; and (v) sweeping of exterior sidewalk, entranceways and steps to office buildings for removal of trash, cigarette butts/smoking debris and all other discarded materials. In addition, Tenant shall contract with an exterminator for extermination services to be provided to the Premises quarterly and on an

as-needed supplemental basis. Finally, Tenant shall contract with a window washing company for the semi-annual washing of the interior and exterior of all windows in the Premises (consistent with rule no. 8 as it existed on the date of this Lease and as reflected in the Rules and Regulations attached hereto as Exhibit A and dated May 22, 2007 A copy of the afore-mentioned service contracts shall be provided to the Landlord by the Tenant within thirty (30) days following the execution of this Lease and thereafter on each anniversary of the Commencement Date until the Lease is terminated.

B. Floor Drainage, Trenches, Oil-Grit Separators, and Associated Sewer Pumps Maintenance, Cleaning and Repair: Tenant is responsible for cleaning, maintaining, and repairing all floor drainage trenches, ditches, grates, and oil-grit separators (and associated sewer pumps) as frequently as necessary but not less than once every sixty (60) days and Tenant will provide Landlord with a copy of the completed work order and liquid waste manifest detailing, at minimum, the name and address of the cleaning service company, date of cleaning, manifest number, customer number, and location of the oil-grit separator cleaned within five (5) days of performance of service, maintenance, and repair activities. Tenant agrees to have a qualified professional (such professional to be mutually satisfactory to Landlord and Tenant in their reasonable discretion) inspect the drainage trenches, ditches, grates, and oil-grit separators at least once every thirty (30) days and to provide cleaning, maintenance, and repair more frequently than once every sixty (60) days if required in the judgment of the inspector. If Tenant fails to perform the afore-mentioned cleaning, maintenance, and repair service, Landlord may, but shall not be required to, perform the cleaning, maintenance, and repair service and bill the Tenant as Additional Rent for the cost thereof after giving the Tenant thirty (30) days written notice of its intention to do so. Any additional costs associated with the cleaning, repair, and maintenance of the drainage trenches, ditches, grates, and oil-grit separators (and associated sewer pumps) including but not limited to new parts, replacement parts, patching, environmental cleanup, removal and replacement of damaged and/or contaminated soil and asphalt will be the sole responsibility of the Tenant. Tenant shall contract with a licensed and bonded company approved by MDE, or WSSC, as appropriate, for the cleaning, maintenance, and repair required by this Section 8(B).

C. Fuel and Storage Tanks/Containers: Tenant is responsible for timely submission of all required forms, permits, manuals and any other documentation required by the Environmental Protection Agency ("EPA"), the Maryland Department of the Environment ("MDE") (including but not limited to MDE's "Oil Operations Permit Application"), and any other Federal, State or local governmental agency related to the installation, operation, licensing, review, monitoring and inspection of any and all above- ground and underground storage containers of gas, diesel, oil and any other petroleum-based and/or environmentally hazardous fluid installed by Tenant (to include the existing 10,000 gallon tank that was previously installed by Tenant on or about June, 2005) . Tenant is also responsible for developing and submitting a Spill Prevention, Control and Containment Plan ("SPCC Plan") in accordance with all Federal, State and local laws (including, but not limited to, 40 C.F.R. Part 112 "Oil Pollution Prevention and Response"), and providing a certified copy of the SPCC Plan to Landlord within thirty (30) days after the Commencement Date. Tenant is also responsible for developing and submitting a Plan for Notification, Containment and Clean-Up of Oil Spills ("NCC Plan") in accordance with all Federal, State and local laws, and providing a certified copy of the NCC Plan to Landlord within thirty (30) days after the Commencement Date. Copies of all inspection and test reports performed by the appropriate supervisor and/or inspector, as well as copies of all personnel training, including but not limited to discharge prevention procedures and training and training logs, as required by Section 112.7 of 40 C.F.R. Part 112, shall be made available to Landlord for review within three (3) days of Landlord's written request. Tenant

is required to comply in full with all provisions of its approved SPCC Plan and NCC Plan, and all Federal, State and local permits. In addition, as set forth in more detail below, Tenant shall at all times install, operate, license, review, monitor and inspect any and all above-ground and underground storage containers of gas, diesel, oil and any other petroleum-based and/or environmentally hazardous fluid in compliance with applicable Federal, State and local laws, regulations, rules, and statutes.

Not more than sixty (60) days, nor less than five (5) days, prior to the expiration or earlier termination of the Lease Term, Tenant shall, at its sole cost and expense, remove (i) the 10,000 gallon fuel tank, pumps, concrete, electrical conduits and wiring, and underground lines (installed by the Tenant County on or about June, 2005), and (ii) any other petroleum product distribution system(s), structure(s) or containment system(s) previously or hereafter installed by the County (everything described in (i) and (ii) above being collectively referred to as the "Fuel Distribution and Petroleum Product Containment Systems") from the Property, and repair any damage caused to the Premises or the Property by the use of said Fuel Distribution and Petroleum Product Containment Systems and/or their removal (to include restoring the soil and asphalt pavement to their pre-occupancy condition; such condition (and the condition of the Premises with regard to Hazardous Substances for purposes of Section 41(a) hereof and otherwise) to be determined as follows: Tenant shall order a Phase I and Phase II Environmental Site Assessment from Apex Companies LLC ("Apex"). Apex shall take appropriate samples of soil and asphalt pavement no later than fifteen (15) days following the Commencement Date, and thereafter perform appropriate tests thereon. Notwithstanding the occurrence of the Commencement Date and/or anything in this Lease to the contrary, Tenant shall not be permitted to use any Fuel Distribution and Petroleum Product Containment Systems on the Premises until after Apex has completed its sampling of soil and asphalt pavement. Tenant shall give at least forty-eight (48) hours advance telephonic and written notice of the sampling date(s) to Land Strategies, Inc., Attn: Michael A. Bruzzesi, CPG, at telephone no. (703) 542-2491 and fax no. (703) 542-2492. Land Strategies, Inc. shall have the right to observe the sampling process (and, at its option, obtain a portion of any such sample). A copy of Apex's Phase I and Phase II Environmental Site Assessment reports shall be delivered to Landlord within forty-five (45) days after the Commencement Date. Landlord shall then have thirty (30) days after the date that the reports are delivered to Landlord within which to advise Tenant whether Landlord disputes any aspect of the reports. In the event of such a dispute, Landlord and Tenant (through Land Strategies, Inc. and Apex, respectively) shall have thirty (30) days thereafter within which to resolve the dispute; in which event Apex shall prepare amended Phase I and Phase II Environmental Site Assessment reports reflecting such resolution within ten (10) days after the expiration of said thirty (30) day period. If Landlord and Tenant are unable to resolve the dispute, then they shall mutually agree upon an environmental consultant which will then conduct appropriate sampling and testing of the soil and asphalt pavement and prepare its own Phase I and Phase II Environmental Site Assessment reports. Landlord and Tenant shall each pay one-half (1/2) of the cost of said environmental consultant. The (i) Phase I and Phase II Environmental Site Assessment reports prepared by Apex (if not disputed by Landlord), (ii) amended Phase I and Phase II Environmental Site Assessment reports prepared by Apex (if Landlord disputes Apex's original reports but Landlord and Tenant subsequently resolve the dispute), or (iii) Phase I and Phase II Environmental Site Assessment reports prepared by the mutually agreed-upon environmental consultant (if Landlord disputes Apex's original reports and the parties are unable to resolve the dispute) shall be referred to as the "Baseline Study."

Prior to the expiration or earlier termination of the Lease Term, unless Landlord and Tenant shall have mutually agreed in writing prior to that time that the Fuel Distribution and Petroleum Product Containment Systems shall remain in place, Tenant shall conduct appropriate sampling and testing of the soil and asphalt pavement and shall obtain a certification from an environmental consultant approved by Landlord that the soil and asphalt pavement is in at least as good condition as was established in the Baseline Study. To the extent that the soil and/or asphalt pavement is not in at least as good condition as was established in the Baseline Study, Tenant shall pay or reimburse Landlord for any and all reasonable costs and expenses of remediation required to bring the soil and/or asphalt pavement into said condition. If the Fuel Distribution and Petroleum Product Containment Systems are not removed prior to the expiration or earlier termination of the Lease Term, and absent a written agreement that the same will remain in place, Landlord may, at its sole discretion, after giving Tenant written notice, have the Fuel Distribution and Petroleum Product Containment Systems removed by another party; in which event Tenant shall pay or reimburse Landlord for any and all reasonable costs and expenses of such removal (to include the cost of restoring the soil and asphalt pavement to their pre-occupancy condition), as described above.

D. In addition, the Tenant shall be responsible for the following:

(1) Parking Areas: Tenant shall not park buses or other trucks during daytime hours in the parking area designated for automobiles on the attached Exhibit B. Tenant shall not park buses or other trucks within fifteen (15) feet of any building or fence on the Property. Tenant shall not park or place a vehicle longer than thirty (30) feet on the Premises. However, Tenant may request in writing Landlord's permission, which may be granted or withheld in the Landlord's sole and reasonable discretion, to park or place a vehicle longer than thirty (30) feet on the Premises. Tenant shall perform the prompt cleaning and removing (in accordance with accepted industry standards) of all gas, diesel, oil and any other petroleum based and/or environmentally hazardous fluid discharge, including but not limited to any spilling, leaking, dripping, pumping, pouring, delivery, emitting, emptying or dumping ("Fluid Discharge"), as they occur on any part of the Premises and in accordance with all recognized Federal, State and local standards, rules, and/or law, including but not limited to the cleanup standards as addressed in 40 C.F.R. Part 112 Oil Pollution Prevention and Response. Any pavement or other surface damaged by any gas, diesel, oil or other Fluid Discharge shall be repaired by the Tenant at the Tenant's sole expense within a reasonable time period following its occurrence, and shall be made or performed in a good and workmanlike manner, using new materials comparable to the materials in place on the Commencement Date, by a licensed and bonded contractor, and shall be or performed in accordance with all Federal, State and local laws and all applicable governmental codes and requirements, and insurance requirements.

(2) Garage/Repair Facilities at 4901, 4943 and 4941 (and 4915 in the event that it is converted to a garage/repair facility by Tenant) Nicholson Court, Kensington, Maryland 20895 (the "Garage Facility") shall be, in addition to all other requirements under this Lease, maintained as follows:

a.) The floor of the Garage Facility is to be washed and cleaned a minimum of three (3) days every seven (7) day work week and the debris flushed down to the oil-grit separator with a TENNANT 5700 Automatic Scrubber 32" width with cylindrical brush heads (www.tennantco.com) or by equivalent process reasonably approved by Landlord in writing. The waste generated by such cleaning is environmental waste and shall be properly disposed of by Tenant, at its sole cost and expense.

b.) The Tenant shall obtain a yearly service contract which provides for the cleaning of all the drainage trenches, ditches, grates, drains and the oil/grit separator as frequently as necessary but at a minimum of once every sixty (60) days. A copy of the work order and manifest for each service cleaning shall be provided to the Landlord within five (5) days of service, without any request by Landlord. A copy of the yearly service contract shall be supplied to the Landlord upon the Commencement Date and upon every anniversary of the Lease.

(3) Snow and Ice Removal: Tenant is responsible for all snow and ice removal from the Property. Tenant is also responsible for any damage to the Property, vehicles, parking areas, fences, bollards and parking surfaces as a result of snow or ice removal. Tenant agrees to use only materials that are non-corrosive to concrete (as opposed to rock salt or other similar materials) to treat the parking areas, surfaces or other outdoor areas at the Property for icy conditions.

9. INTENTIONALLY OMITTED

10. TENANT'S PROPERTY

Tenant shall, upon the expiration or sooner termination of the Lease Term hereof: (i) peaceably and quietly leave, surrender and yield up to the Landlord the Premises, free of subtenancies, broom clean and in the same good order and condition as when received except for normal wear and tear, fire or other Casualty, (ii) replace all locks and disable all security devices and provide Landlord with keys at the place then fixed for the payment of Rent, (iii) deliver the Premises to Landlord free of any and all Hazardous Materials brought onto the Premises by Tenant so that the condition of the Premises conforms with all applicable Environmental Regulations, and (iv) at its expense, remove from the Premises all movable trade fixtures, furniture, equipment and other personal property (collectively, "Tenant's Property"), provided that Tenant shall promptly repair any damage caused by such removal. Any of Tenant's Property not so removed may, at the Landlord's election, upon thirty (30) days written notice to Tenant, and without limiting Landlord's right to compel removal thereof, be deemed abandoned and may be retained by Landlord as its property or be disposed of at Tenant's sole cost and expense, without accountability, as set forth in Section 21 of this Lease. In the event the Tenant fails to comply with the provisions of this Section 10, the Tenant shall, at the option of the Landlord, be deemed to occupy the Premises after the expiration or earlier termination of the Lease Term or any renewal thereof, and be subject to the holdover provisions of this Lease. All installments, alterations, additions, betterments and improvements to the Premises made by Tenant, including, without limitation, all fencing, wiring, paneling, partitions, floor coverings, lighting fixtures, and the like (other than Tenant's Property) (collectively, for the purposes of this Section 10, "improvements"), shall become the property of Landlord when installed and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or sooner termination of the Lease Term, except that Landlord shall have the right, by notice to Tenant, to require Tenant, at its expense, to remove any of the improvements referred to in this subsection and to repair any damage caused by such removal. With respect to those portions of such improvements which are approved in writing by Landlord, Landlord will notify Tenant of such removal obligations at the time that such approval is provided. The provisions of this Section 10 shall survive any expiration or termination of this Lease.

11. IMPROVEMENTS AND ALTERATIONS BY TENANT

Tenant may not make any improvements or alterations to the Premises without Landlord's prior written approval, which approval will not be unreasonably withheld. Any such improvements or alterations by Tenant shall be done, at Tenant's sole cost and expense, by a licensed contractor approved by Landlord in conformity with plans and specifications approved by Landlord in writing. If requested by Landlord, Tenant will post a bond or other security satisfactory to Landlord to protect Landlord against liens arising from work performed for Tenant. All work performed shall be done in a good and workmanlike manner and with materials (where not specifically described in the specifications) of the quality and appearance comparable to those in the Premises and Buildings, and shall, except as set forth below, immediately become the property of the Landlord to be surrendered with the Premises upon the expiration or earlier termination of the Lease Term. Notwithstanding the foregoing, Landlord shall have the right to require that any improvements or alterations to the Premises made by Tenant be removed at the expiration of the Lease Term, it being agreed that Landlord shall notify Tenant of such removal requirements at the time that consent is granted. Tenant shall be responsible for obtaining, at its sole cost and expense, all permits and licenses necessary to perform improvements and alterations.

12. CASUALTY

If the Premises is totally destroyed by fire, tornado or other Casualty or if the Premises or the Property is so damaged that Landlord reasonably determines that rebuilding or repairs cannot be completed within one hundred and eighty (180) days after the date of such damage, Landlord may, at its option, terminate this Lease, and Rent will abate for the unexpired portion of the Lease Term effective as of the date of such Casualty. If the Premises or the Property is damaged by fire, tornado or other Casualty covered by Landlord's insurance, and rebuilding or repairs can be completed within one hundred and eighty (180) days after the date of such damage, or if Landlord does not elect to terminate this Lease as provided above, then within sixty (60) days after the date of such Casualty, Landlord will commence to rebuild or repair the Premises and the Property and will proceed with reasonable diligence to restore the Premises to substantially the same condition that existed immediately prior to the Casualty; provided, however, Landlord will not rebuild, repair or replace Tenant's furniture, fixtures, equipment or improvements, and Tenant, at its sole expense, will perform "Tenant's Repairs," which shall include the restoration of the foregoing to substantially the same condition that existed immediately prior to the Casualty. Landlord will allow Tenant a fair diminution of Base Rent during the time and to the extent that the Premises are unfit for Tenant's use in the ordinary conduct of Tenant's business, which abatement will continue only until the earlier of: (a) thirty (30) days following the completion of Landlord's restoration of the Premises as herein provided or (b) the completion of Tenant's Repairs. Any insurance carried by Landlord or Tenant against loss or damage to the Premises is for the sole benefit of the party carrying such insurance and under its sole control, and Landlord's obligation to rebuild or restore hereunder is limited to the extent that recoverable insurance proceeds are available for such purpose. If any lender (with a security interest in the Property) or any mortgagee under a deed of trust, security agreement or mortgage on the Property requires the insurance proceeds to be used to retire debt, Landlord will have no obligation to rebuild, and this Lease will terminate upon notice to Tenant. In no event shall Landlord be liable for interruption to Tenant's business or other damage to Tenant's furniture, fixtures, equipment or improvements by virtue of a Casualty, unless such Casualty is caused by Landlord or Landlord's employees or agents.

13. ASSIGNMENT, LETTING AND SUBLETTING

Tenant, its legal representatives and successors in interest, shall not, directly or indirectly, mortgage, pledge, assign, let or sublet or permit the mortgaging, pledging, assigning, letting or subletting of this Lease, or any part thereof, or permit any part of or all of the Premises to be used or occupied by another (collectively, a "transfer"), except as expressly set forth in Section 2(D) of this Lease, without first obtaining the written consent of Landlord, which consent may be granted or withheld in the Landlord's sole and absolute discretion.

14. LIENS

Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If at any time a lien or encumbrance is filed against the Premises or the Property as a result of Tenant's failure to satisfy same, Tenant shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded against the Premises or the Property, Tenant agrees it will deposit with Landlord a bond in an amount equal to One Hundred percent (100%) of the amount of the lien of the person or concern filing the lien and shall have the same on deposit with Landlord until said lien is discharged.

15. CONDEMNATION/EMINENT DOMAIN

If the whole or any part of the Premises shall be taken under power of eminent domain or like power, or sold under imminent threat thereof to any public authority or private entity having such power, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date possession is required or would have been required to be delivered to such authority or entity. Rent for the remaining term shall be reduced in the proportion that the total square footage of the Premises is reduced by the taking. If a partial taking or sale (i) substantially reduces the area of the Premises resulting in a substantial inability of Tenant to use the Premises for Tenant's business purposes, or (ii) renders the Buildings commercially unviable to Landlord (in Landlord's sole judgment), Tenant in the case of (i) and Landlord in the case of (ii) may terminate this Lease by notice to the other party within thirty (30) days after the terminating party receives a written notice of the portion to be taken or sold, to be effective one hundred eighty (180) days thereafter or when the portion is taken or sold, whichever is sooner. Tenant shall have no claim against Landlord or the condemning authority for any portion of the amount of the condemnation award or settlement that may be claimed as damages by Tenant as a result of such condemnation or sale, or for the value of any unexpired terms of this Lease, and all condemnation awards and similar payments shall be paid and belong to Landlord. Notwithstanding the foregoing, Tenant may make a separate claim against the condemning authority for a separate award or payment for the value of Tenant's trade fixtures and for relocation costs, provided such awards do not reduce Landlord's award.

16. RULES AND REGULATIONS

The rules and regulations ("Rules and Regulations") attached to this Lease as Exhibit A are hereby made a part of this Lease and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said Rules and Regulations may, if material, constitute a breach of the terms of this Lease. Landlord reserves the right from time to time to amend or supplement said Rules and Regulations and to adopt and promulgate additional reasonable rules and regulations not inconsistent with the Permitted Use or Tenant's right of quiet enjoyment and

which are applicable to the Leased Premises to govern relations among tenants. Notice of such additional rules and regulations, amendments and supplements, if any, shall be given to Tenant, together with reasonable time frames for compliance with the new or amended Rules and Regulations, and Tenant agrees thereupon to comply with and observe all such Rules and Regulations and amendments thereto and supplements thereof. If, in Tenant's reasonable judgment any rule or regulation changed or added after the date of execution of this Lease by Tenant unreasonably interferes with Tenant's right of quiet enjoyment or ability to use the Property for the Permitted Use or breaches the covenant of quiet enjoyment, then Tenant may, at Tenant's sole option, terminate this Lease by providing sixty (60) day written notice to Landlord. Upon such termination and Tenant's timely vacation of the Premises, Tenant shall have no further obligation to Landlord.

17. PARKING

Tenant and its employees and invitees shall have the exclusive right to use the parking spaces that are a part of the Premises, as shown on attached Exhibit B and pursuant to the Rules and Regulations relating to parking adopted by Landlord from time to time. Tenant agrees not to overburden the parking areas and agrees to cooperate with Landlord in the use of parking areas.

18. ACCESS

Tenant shall arrange weekly facility tours on a mutually-agreed upon schedule for the Landlord and its agents for the first six (6) months of the Lease Term. Thereafter, Tenant shall arrange monthly facility tours on a mutually-agreed upon schedule for the Landlord and its agents for the remainder of the Lease Term. Such tours will be conducted by a member of the Office of Real Estate and arranged through the Office of Real Estate and will include the facility manager or his designee with similar knowledge of the Tenant's operations on the Premises. In addition, Landlord shall be provided with the phone number of a designated Tenant representative to call during business hours so that Landlord may voice any concerns regarding Tenant's use or occupancy of the Premises. Tenant shall permit Landlord and its agents to enter the Premises at all reasonable times for the purpose of inspecting, conducting soil or ground water testing, altering and repairing the Premises and/or ascertaining compliance by Tenant with the provisions of this Lease. Landlord and its agents may also show the Premises to prospective purchasers, lender(s) (with a security interest in the Property), or prospective tenants at reasonable times, provided that Landlord and its agents shall not unreasonably interfere with Tenant's business operations. Landlord shall not be obligated to enter the Premises for the purposes set forth herein and, it is hereby agreed that no entry by Landlord or its agents shall constitute a breach of Landlord's covenant for quiet enjoyment. Except in cases of an emergency, when no notice is necessary (however, upon entry on the Premises in the event of an emergency, Landlord agrees to locate on the Premises the appropriate manager for Tenant and place such manager on notice of the emergency, and Landlord shall take no remedial action on its own) Landlord agrees to provide Tenant with written notice at least 24 hours prior to its planned access of the Premises. For purposes of this Lease, an "emergency" shall be any situation where there is an imminent threat of damage to property or injury to persons.

19. SIGNS

All signs and symbols placed in the doors or windows or elsewhere about the Premises, or upon any other part of the Property, including building directories, shall be subject to the prior written approval of the Landlord, it being agreed that such approval will not be unreasonably withheld,

conditioned or delayed. All such approved signage shall be designed, installed, maintained and removed by Tenant at its sole cost and expense. Any signs or symbols which have been placed without such prior written approval may be removed by Landlord, in its sole and absolute discretion, at Tenant's sole cost and expense. Upon the expiration or earlier termination of the Lease, all signs installed by Tenant shall be removed, at Tenant's sole cost and expense, and any damage resulting therefrom shall be promptly repaired by Tenant, at its sole cost and expense.

20. DEFAULT PROVISIONS

A. In the event that either Party 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 lesser or additional period as is otherwise provided herein or as may reasonably be required to correct the failure or neglect with the exercise of due diligence) after notice from the other Party, specifying the failure or neglect, then the non-defaulting Party may pursue any and all legal and/or equitable remedies available under the laws of the State of Maryland. Notwithstanding the foregoing, in the event that Tenant shall fail to pay any monthly installment of Rent or any other charge or payment required of Tenant hereunder, including Additional Rent, within fifteen (15) days after Landlord gives Tenant notice, then Landlord may pursue any and all legal and/or equitable remedies available under the laws of the State of Maryland.

B. No act or omission of Landlord or Tenant shall be deemed to be an acceptance of surrender of the Premises or a termination of the Lease, unless Landlord and Tenant shall enter into a signed written agreement to that effect. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver shall be in writing signed by the other party (i.e., Tenant or Landlord, as the case may be).

21. REMOVAL OF PROPERTY

A. If, upon termination of this Lease, Tenant fails to timely vacate the Premises, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property, fixtures, and furnishings located therein, and to store such property in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, with thirty (30) days prior written notice to Tenant. The proceeds of such sale shall be applied first to the cost of such removal and sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid to Tenant. Under no circumstances shall Landlord be entitled to sell any bus or other vehicle belonging to the Tenant, however, Landlord may, but is not obligated to have the same towed from the Premises and stored at Tenant's sole cost and expense.

B. Any improvements to the Premises installed by Tenant shall, at Landlord's election upon termination of this Lease, become the property of Landlord.

22. QUIET ENJOYMENT, INABILITY TO PERFORM

A. Landlord represents and warrants that: (i) it is the owner of the Premises in fee simple; (ii) the individual executing this Lease on behalf of Landlord has the full right and authority to execute the same on behalf of Landlord; and (iii) no liens, restrictions, or encumbrances created by the Landlord prevent Tenant's use of the Premises for the Permitted Use. Provided Tenant pays the Rent when due and no event of default has occurred (as set forth in Section 20), Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord, subject to the terms, covenants and conditions of this Lease and the Superior Instruments (as defined in Section 35 below).

B. This Lease and the obligations of Tenant to pay Rent and perform all of the terms, covenants and conditions on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord, due to Unavoidable Delay (defined below) , is: (a) unable to fulfill any of its obligations under this Lease; or (b) unable to supply or delayed in supplying any service expressly or impliedly to be supplied; or (c) unable to make or delayed in making any repairs, replacements, additions, alterations or decorations; or (d) unable to supply or delayed in supplying any equipment or fixtures. Landlord shall in each instance exercise reasonable diligence to effect performance when and as soon as possible. However, Landlord shall be under no obligation to pay overtime labor rates.

"Unavoidable Delay" shall mean any and all delay beyond Landlord's reasonable control, including without limitation, a delay caused by Tenant, governmental restrictions, governmental regulations, controls, undue delays, order of civil, military or naval authority, governmental preemption, strikes, labor disputes, lock-outs, shortage of labor or materials, inability to obtain materials or reasonable substitutes therefore, default of any building or construction contractor or subcontractor, Acts of God, fire, earthquake, floods, explosions, actions of the elements, extreme weather conditions, enemy action, civil commotion, riot to insurrection, fire or other unavoidable Casualty, delays in obtaining governmental permits or approvals or any other cause beyond Landlord's reasonable control.

23. HOLD OVER TENANCY

If (without execution of a new lease or written extension) Tenant shall hold over after the expiration of the Lease Term, at Landlord's option, Tenant may be deemed to be occupying the Premises as a tenant from month to month, which tenancy may be terminated as provided by law. During each month of such hold over period, whether or not a month to month tenancy is created, Tenant agrees to pay to Landlord 125% of the Monthly Base Rent payable for the last month of the Lease Term, unless a different amount is agreed upon by Landlord and Tenant, and Tenant agrees to continue to be bound by all of the terms, covenants and conditions of this Lease, insofar as they are applicable to a monthly tenancy or a hold over tenant.

In addition to the foregoing, if Landlord relets the Premises to a new tenant and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant any and all reasonable costs, expenses, actual damages, or any other reasonable costs incurred by Landlord as a result of Tenant's failure or inability to deliver possession of the Premises to Landlord when required under this Lease.

24. INTENTIONALLY OMITTED

25. AMENDMENT

This Lease and its exhibits may be amended or modified only by a written instrument duly executed by each of the parties hereto prior to or as of the effective date of any such amendment or modification.

26. NOTICES

All notices that are to be given to either Landlord or Tenant hereunder shall be in writing and shall be delivered:

To Landlord at:

4935 Nicholson Court
2nd Floor
Kensington, Maryland, 20895

AND

13701 Turnmore Road
Silver Spring, Maryland 20906

To Tenant at:

Montgomery County, Maryland
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director, Office of Real Estate

With a Copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

Either party may change its notice address by notice to the other party given in accordance with this Section 26. Any and all notices shall be delivered by either: (i) hand-delivery, (ii) nationally recognized courier service (i.e., Federal Express) or (iii) certified mail, return receipt requested, and shall be deemed to be delivered upon the earlier to occur of: the date of receipt or three (3) days after being deposited in the U.S. mail.

27. BINDING EFFECT

Subject to the provisions of Section 13, this Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns. It is understood and agreed that the terms "Landlord" and "Tenant" and verbs and pronouns in the singular number are uniformly used throughout this Lease regardless of gender, number or fact of incorporation of the parties hereto.

28. INTENTIONALLY OMITTED

29. INTENTIONALLY OMITTED

30. LANDLORD'S RESERVED RIGHTS

In addition to other rights conferred by this Lease or by law, to the extent not prohibited by law, Landlord reserves the right, to be exercised in Landlord's sole and absolute discretion, to: (a) change the name or street address of the Buildings; (b) install and maintain signs on the exterior of the Buildings; (c) make reasonable rules and regulations as, in the judgment of Landlord, may from time to time be needed for the safety of the tenants, the care and cleanliness of the Buildings and the preservation of good order therein, it being agreed that Tenant shall be notified in writing when each such rule and regulation is promulgated and given a reasonable time for compliance, it being further agreed that Landlord will not promulgate new rules and regulations that unreasonably interfere with the Tenant's use of the Premises for the Permitted Use; (d) grant utility easements or other easements to such parties, or repeat, subdivide or make such other changes in the legal status of the Land underlying the Buildings, as Landlord shall deem necessary, provided such grant or changes do not substantially interfere with Tenant's use of the Premises as intended under this Lease; (e) sell the Buildings or the Property and assign this Lease to the purchaser (and upon such assignment Landlord shall be released from all of its obligations under this Lease), Tenant hereby agreeing to attorn to such purchaser, or any other successor or assign of Landlord through foreclosure or deed of foreclosure or otherwise and to recognize such person as the Landlord under this Lease, to the extent that Tenant has been provided reasonable written notice of the identity and address of Landlord's successor or assignee; (f) change entrances and exits to the Buildings and to the parking lots that are part of the Property, provided that such changes do not unreasonably interfere with the Tenant's use of the Premises for the Permitted Use; (g) take all reasonable measures as may be necessary or desirable for the safety and protection of the Premises or of the Property, provided that such measures do not unreasonably interfere with the Tenant's use of the Premises for the Permitted Use; (h) sell or mortgage the Property and assign this Lease in connection therewith; and (i) carry on any work, repairs, alterations or improvements in, on or about the Buildings or in the vicinity thereof and, during the continuance of any such work, to temporarily close doors, entryways, public space and corridors in the Buildings. Tenant hereby waives any claim or cause of action arising out of or connected with such work. This Section is not to be construed to diminish the obligations of Tenant provided herein, nor to create or increase any obligation on the part of Landlord with respect to repairs or improvements. Landlord will use reasonable efforts to minimize any interference with Tenant's business caused by the exercise by Landlord of its rights set forth in this Section 30. However, the same shall in no way obligate the Landlord to exercise any such rights during non-business hours, and except as expressly provided herein, neither Landlord nor Landlord's agents will be liable to Tenant or Tenant's agents for any inconvenience, interference, annoyance, loss or damage resulting from Landlord's exercise of its rights hereunder, including any work done in or upon the Premises or any portion of the Buildings or adjacent grounds in accordance with the terms of this Lease.

31. ESTOPPEL CERTIFICATE

Within fifteen (15) business days after written request thereof by Landlord, its agents, successors or assigns, Tenant shall execute an estoppel certificate, in substantially the form attached hereto as Exhibit E, and shall deliver the same to the proposed lender (with a security

interest in the Property), mortgagee or purchaser, or to Landlord, together with a true and correct copy of this Lease.

32. ACCORD AND SATISFACTION

No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease will give rise to or support or constitute an accord and satisfaction, notwithstanding any accompanying statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise), unless Landlord expressly agrees to an accord and satisfaction in a separate writing duly executed by the appropriate persons. Landlord may receive and retain, absolutely and for itself, any and all payment so tendered, notwithstanding any accompanying instructions by Tenant to the contrary.

33. SEVERABILITY

The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms as permitted by law. If any term hereof shall be finally held to be invalid or unenforceable, the parties agree that such term shall be stricken from this Lease, the same as if it never had been contained herein. Such invalidity or unenforceability shall not extend to or otherwise affect any other term of this Lease, and the unaffected terms hereof shall remain in full force and effect to the fullest extent permitted by law, the same as if such stricken term never had been contained herein.

34. WAIVER

No waiver of any breach of a term, covenant or condition by either party shall be construed as a waiver of a subsequent breach of the same term, covenant or condition, or as a waiver of the term, covenant or condition itself. The consent or approval by either party to, or of, any act requiring such party's consent or approval shall not be deemed to waive or render unnecessary the consent or approval of such party to, or of, any subsequent similar act. All rights and remedies set forth in this Lease are cumulative and in addition to any other available rights and remedies.

35. SUBORDINATION/ATTORNMENT

This Lease shall be subject and subordinate at all times to the lien of any mortgages or deeds of trust now or hereafter placed by the Landlord upon the Property which are recorded in the land records of Montgomery County, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof (the "Superior Instruments"). This clause shall be self-operative, and no further instrument or act on the part of the Tenant shall be required to effectuate such subordination. In confirmation thereof, Tenant shall execute a Subordination, Attornment and Non-Disturbance Agreement in substantially the form attached hereto as Exhibit F and deliver same to Landlord, lender (with a security interest in the Property), mortgagee or trustee. Any lender (with a security interest in the Property), mortgagee, or trustee under any deed of trust, may elect that this Lease shall have priority over its mortgage or deed of trust, and upon notification of such election by such lender (with a security interest in the Property), mortgagee or trustee to Tenant, this Lease shall be deemed to have priority over such mortgage or deed of trust whether this Lease is dated prior to or subsequent to the date of such mortgage or deed of trust. If any proceedings are brought under a mortgage or deed of trust, then Tenant shall recognize such purchaser as the Landlord under this Lease.

36. WAIVER OF JURY TRIAL

Landlord and Tenant hereby expressly waive trial by jury in any action, or proceeding, brought by either of them against the other, on any matter whatsoever arising out of or in any way connected with this Lease, their relationship as Landlord and Tenant, Tenant's use and occupancy of the Premises, and/or any claim of injury or damage.

37. TIME

Time is of the essence with respect to the performance of the parties respective obligations hereunder.

38. APPLICABLE LAW

THIS LEASE IS GOVERNED BY THE LAWS OF THE STATE OF MARYLAND. Any action to enforce this Lease must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

39. BROKER'S INDEMNIFICATION

Each of the parties hereto represents and warrants that there are no brokerage commissions or finder's fees of any kind due to anyone with respect to this Lease.

40. ENTIRE AGREEMENT

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, Buildings, and the Property. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

41. TENANT'S COMPLIANCE WITH ENVIRONMENTAL LAWS

A. While it is understood by Landlord that Tenant uses certain Hazardous Substances (hereinafter defined) as part of Tenant's business and use of the Premises, Tenant shall protect, indemnify and hold harmless Landlord, its directors, officers, employees, partners, agents, representatives, principals, successors and assigns from and against any and all loss, damage, cost, expense or liability (including, but not limited to; the costs of defense provided by insurers or reimbursed to insurers and the cost of fines, notice of violations, claims, the cost of remediation, or the cost of compliance incurred by Landlord or required by any governmental authority) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance above, on, about or under the Premises caused by any acts or omissions of Tenant, its agents, employees, , including without limitation, the costs of any required or necessary repair, cleanup or detoxification of the Premises and the preparation and implementation of any closure, remedial or other required plans. The foregoing environmental indemnity shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of Maryland. Notwithstanding the same, Tenant shall

have no responsibility to indemnify Landlord for the Hazardous Substances existing on or at the Premises on the Commencement Date, it being agreed that the Baseline Study (as defined in Section 8(C) hereof) is a comprehensive and accurate summary of all Hazardous Substances existing on or at the Premises on the Commencement Date . Tenant agrees to allow Landlord and its agents access to the Premises, in accordance with the requirements of this Lease, at all times during the Lease Term in order to allow Landlord to remediate any conditions identified on Exhibit C that exist on the Premises as of the Commencement Date and that violate any Environmental Laws.

B. "Hazardous Materials" or "Hazardous Substances" shall mean all hazardous, flammable, explosive, radioactive, or toxic substances, chemicals, products, wastes, or materials, all pollutants or contaminants (including asbestos, PCBs, petroleum products and by-products and raw materials which include hazardous constituents) and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under or is regulated by any federal, state or local rule, regulation or statute pertaining to environmental regulation, registration, notification, contamination, clean-up or disclosure (collectively, the "Environmental Laws"), including but not limited to, 40 C.F.R. Part 112 Oil Pollution Prevention and Response, the Comprehensive Environmental Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), as amended ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §651 et. seq.) ("OSHA"), the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA") and all Maryland Environmental Laws, as the same may be later amended, specifically including any future Environmental Laws that may be promulgated during the Lease Term. Environmental Laws include all Federal, State, county, or local laws or regulations relating to Environmental pollution or the protection of the Environment or the Release or threatened Release of any Environmental Contaminant into the Environment, whether or not specifically mentioned above.

C. Tenant shall provide Landlord with a complete copy of all signed federal, state and local permits as well as the signed and approved SPCC Plan, NCC Plan and Storm Water Pollution Prevention Plan ("SWPPP"), in accordance with all guidelines as required and outlined in 40 C.F.R. Part 112 and any other federal, state, or local law, no later than thirty (30) days after the Commencement Date for review by Landlord. Copies of all inspection and test reports performed by the appropriate supervisor and/or inspector, as well as copies of all personnel training, including but not limited to discharge prevention procedures and training and training logs, as required by Section 112.7 of 40 C.F.R. Part 112, shall be available to the Landlord for review within three (3) days of Landlord's written request.

D. Landlord (together with any agents of Landlord) shall have the right, not inconsistent with Tenant's right to quiet enjoyment of the Premises, but not the duty, to inspect the Premises and conduct tests thereon at any time, upon giving Tenant twenty-four (24) hours prior written notice (except in the event of an Emergency, as defined herein, when no notice is necessary), to determine whether or the extent to which there is contamination on the Premises. Such tests shall be paid for by Landlord unless contamination is discovered. If it is demonstrated that Tenant's actions caused the contamination, then, and only then, Tenant must, after reasonable written notice and demand, pay costs of cleanup and repair directly attributable to Tenant to Landlord as Additional Rent. In the event contamination is found and Tenant is conclusively demonstrated to be the cause, Tenant shall

be responsible for cleanup and repair within the timeframes given under the Law. If Tenant fails to clean up and repair the contamination as provided herein, Landlord shall have the right, but not the duty, to enter upon the Premises after giving Tenant twenty-four (24) hours prior written notice (except in the event of an emergency, as defined herein, when no notice is necessary) to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss or damage to Tenant's property or business caused thereby. Tenant, at its sole cost and expense, shall clean-up any discharge, including but not limited to spilling, leaking, pumping, pouring, delivering, emitting, emptying, or dumping, or any contamination attributable to their use of the Premises, and shall have Phase 1 and Phase 2 environmental assessment of the Premises performed at the expiration or earlier termination of the Lease. The Phase 1 and Phase 2 Assessments shall be at Tenant's sole expense and an original certified copy of the study shall be provided to the Landlord upon its completion but no later than ninety (90) days after the expiration or earlier termination of the Lease.

E. If any lender (with a security interest in the Property) or governmental agency shall require testing or studies (to include Phase 1 and Phase 2 studies) to ascertain whether there has been a release of Hazardous Materials, attributable to Tenant's use of the Premises then the costs thereof shall be paid by Tenant only if such tests show that Tenant has discharged, as defined in the above Section, Hazardous Materials and/or violated applicable Environmental Laws, otherwise Landlord shall pay for said tests. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's request, concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Materials on or about the Premises. Tenant shall indemnify and hold harmless Landlord, its agents, officers, partners, directors, employees, representatives, principals, successors and assigns, from any and all fines, penalties, notices of violation, claims, losses, liabilities, costs, expenses or damages, and costs of remediation and compliance, incurred by or imposed upon Landlord in connection with Tenant's use of the Premises or as a result of Tenant's acts or omissions. The covenants and obligations of Tenant under this Section 41 shall survive the expiration or earlier termination of this Lease.

F. If the Phase 1 and Phase 2 studies described in Section 41(D) are not completed as required in Section 41 (D), then the Landlord may in its sole and absolute discretion, after giving the Tenant written notice, hire an environmental professional, engineer or certified geologist to perform a Phase 1 and Phase 2 study, and Tenant shall be obligated to pay for such study within thirty (30) days after receiving a copy of the invoice for such study from the Landlord. Payment for the Phase 1 and Phase 2 environmental studies shall be deemed to be Additional Rent.

42. RECORDATION OF LEASE

After the full execution of this Lease, Tenant shall record the Lease at its sole cost and expense.

43. FORCE MAJEURE

If Landlord is unable to fulfill any obligation hereunder, or is delayed in so doing, by reason of war, civil unrest, strike, labor troubles, inability to procure services, materials, permits or licenses, unusually inclement weather, governmental delays, acts of God, or any other cause beyond the reasonable control of Landlord, the time within which Landlord would otherwise have been obligated

to fulfill such obligation shall be extended for a period equal to the period of such delay. If Tenant is unable to fulfill any obligation hereunder, or is delayed in so doing, by reason of war, civil unrest, strike, labor troubles, inability to procure services, materials, permits or licenses, unusually inclement weather, governmental delays arising from the County's separate police power or regulatory function, acts of God, or any other cause beyond the reasonable control of Tenant, the time within which Tenant would otherwise have been obligated to fulfill such obligation shall be extended for a period equal to the period of such delay. Notwithstanding the foregoing, this provision shall not operate to excuse the non-payment of Rent by Tenant.

44. U.S.A. PATRIOT ACT

Congress passed the U.S.A. Patriot Act ("the Act") in response to the terrorists' attacks of September 11, 2001. The Act gives Federal Officials greater authority to track and intercept communications. It also provides broad regulatory powers to combat corruption of U.S. financial institutions and creates new crimes, new penalties and new procedures for use against Domestic and International terrorists. The Landlord and Tenant agree that they will comply fully with the Act and any regulations promulgated thereunder. Moreover, the Landlord and Tenant will cooperate with any governmental officials and/or regulators in complying with and enforcing the Act.

45. NON- APPROPRIATION

(1) **Obligations Subject to Appropriation.** Landlord and Tenant acknowledge and agree that, so long as Montgomery County, Maryland (the "County") is the Tenant hereunder, this Lease is subject to annual appropriation of funds.

(2) **Effect of Failure to Appropriate.** If the County fails to appropriate, on or before the County's other obligations under the Lease for the County's next fiscal year (i.e., the period commencing on the next July 1st and ending the following June 30th), Tenant will promptly notify Landlord of such fact, and this Lease will automatically terminate at 11:59 p.m. on June 30th of the then current fiscal year. Tenant shall give Landlord a minimum of thirty (30) days notice of the lack of appropriation. If this Lease is terminated pursuant to this Section 45(2), Tenant shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or other prepaid items.

46. NON-DISCRIMINATION

The Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required in Sections 11B-33 and Chapter 27 of the Montgomery County Code, (2004), as amended from time to time, as well as all other Federal, State and local laws, rules, and regulations regarding discrimination. By signing this Lease, the Landlord assures the County that in accordance with applicable law, to the best of its knowledge, it does not, and agrees that it will not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other Federal, State or local laws, rules and regulations.

47. ETHICS REQUIREMENT

The Landlord understands and agrees that unless authorized pursuant to Section 11B-52 and Chapter 19A of the Montgomery County Code (2004) as amended, that it is unlawful for any

person or entity transacting business with the County to employ a public employee for employment contemporaneous with his or her public employment.

48. LIMITATION ON INDEMNIFICATION BY THE TENANT

Except as set forth in Section 7(B) or Section 41 of this Lease, any obligation or liability of the Tenant arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Except as set forth in Section 7(B) or elsewhere in this Lease, any indemnification given by the Tenant in this Lease is limited by the damage caps and notice requirements for tort claims as stated in the LGTCA; Md. Code Ann. Art. 25A, § 1A (2003 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and any indemnification given by the Tenant in this Lease is not intended to create any rights or causes of action in any third parties. .

IN WITNESS WHEREOF the said parties have hereunto signed their names and affixed their seals on the day and year hereinbefore written.

ATTEST/WITNESS:

Mark A Milday

LANDLORD:

Felland Limited Partnership,
a Maryland limited partnership

By: [signature]
Name: Phillip L. Feliciano
Title: Attorney In Fact
Date: 5/29/07

ATTEST/WITNESS:

Rebecca S Domaruk

TENANT:

Montgomery County, Maryland
a political subdivision of the State of Maryland

By: [signature]
Name: Timothy Firestine
Title: CAO
Date: 5/30/2007

APPROVED AS TO
FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY
BY Eileen P. Brennan
DATE 5/29/2007

EXHIBIT A

RULES AND REGULATIONS – DATED MAY 22, 2007

The following rules and regulations have been formulated for the safety and well-being of all tenants at the Property and to insure compliance with all municipal and other requirements.

Landlord may, upon request by Tenant, waive the compliance by Tenant with any of these rules and regulations, provided that: (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent; (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to in writing by Landlord; and (iii) any such waiver by Landlord shall not relieve Tenant from any obligation or liability of Tenant to Landlord pursuant to the Lease for any loss or damage occasioned as a result of Tenant's failure to comply with any such rule or regulation.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or other parts of the Buildings occupied by Tenant shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Tenant shall, at said Tenant's own expense, keep the sidewalks and curbs in front of the Premises clean and free from trash, smoking debris, ice and snow.

2. No awnings or other projections shall be attached to the exterior walls without the prior written approval of Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by the Tenant in or on the Premises without the Tenant first obtaining all permits and approvals required by law. Any sign, advertisement, notice or other lettering that is visible from off the Premises must be approved by Landlord prior to being installed by Tenant. Tenant will, at its sole cost and expense, maintain all signs, decorations, lettering or advertising matter, in good condition at all times.

4. Tenant will, at Tenant's expense, maintain the Premises in a clean, orderly and sanitary condition and free of insects, vermin, rodents, and other pests. Tenant, at Tenant's sole expense, will provide sufficient refuse, trash, and garbage containers to accomplish the foregoing in both the interior and exterior of the Premises and no refuse, trash, or garbage shall be suffered by Tenant to remain in Tenant's space at night after normal working hours. Tenant shall, at its sole cost and expense, contract for the removal of trash, garbage and refuse from the Premises. Tenant will, at Tenant's sole expense, maintain sidewalk and the remainder of the Premises and ingress and egress areas to and from the Premises, free of all trash, smoking debris, snow, ice and other debris. Tenant shall only use salt free, non-corrosive ice and snow melting products which will not adversely affect the concrete.

5. No flammable, combustible or explosive fluid chemical or substance shall be brought or kept upon the office Premises at 4915, 4925 or 4935 Nicholson Court except those that are used in the normal operation of an office.

6. After the initial transition period from the current tenant, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in the existing locks or the mechanism thereof. Tenant shall, upon the termination of its tenancy, return to the Landlord all keys of offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the cost thereof.

7. The Property shall not, at any time, be used for lodging or sleeping or for any immoral or illegal purpose.

8. Tenant will keep clean the inside of all glass in the doors and windows of Tenant's space, and all exterior surfaces, walls, floors and ceilings of Tenant's space which abut or face the common areas, and Tenant will replace at Tenant's sole expense any cracked, scratched, fractured, broken or otherwise damaged glass with glass comparable to the glass in place on the Commencement Date. Tenant shall not scrape or use razor blades on the existing glass, nor shall Tenant affix any signage or symbol to the existing solar cooled reflective insulated glass unit windows in the Premises. Tenant will repair at Tenant's expense any damage to Tenant's space or elsewhere in the Premises caused by Tenant's employees, customers, vendors or guests, the delivery to or removal from Tenant's space of any merchandise or other property or the removal there from of trash, refuse, or garbage, unless such damage is caused by Landlord or its agents, or contractors. In default of such repairs by Tenant, Landlord may make the same and Tenant agrees to pay the cost thereof to Landlord as Additional Rent. Any repairs to the windows shall be made in accordance with the window manufacturer plans and specifications.

9. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, feminine products or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by Tenant.

10. Tenant shall not wallpaper or in any way deface any part of the Premises and no boring, cutting, or bringing and/or placing wires, pipes or lines of any sort shall be permitted, except with prior written consent of the Landlord.

11. No cooking, other than normal microwave use, shall be done or permitted by the Tenant on the Premises without the prior written consent of the Landlord. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

12. Whenever any notice, approval, consent, request, or election is given or made pursuant to these Rules and Regulations, it shall be in writing. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any rule or duty shall be construed as a consent or waiver of any other breach of the same or any other rule or duty. Whenever any approval or consent by Landlord or Tenant is expressly required by these Rules and Regulations, the approval or consent shall not be withheld unreasonably.

13. Canvassing, soliciting and peddling in the Buildings are prohibited and Tenant shall cooperate to prevent the same.

14. There shall not be used in any space or in the halls of the Buildings by Tenant, its employees or agents, in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

EXHIBIT B

MAP

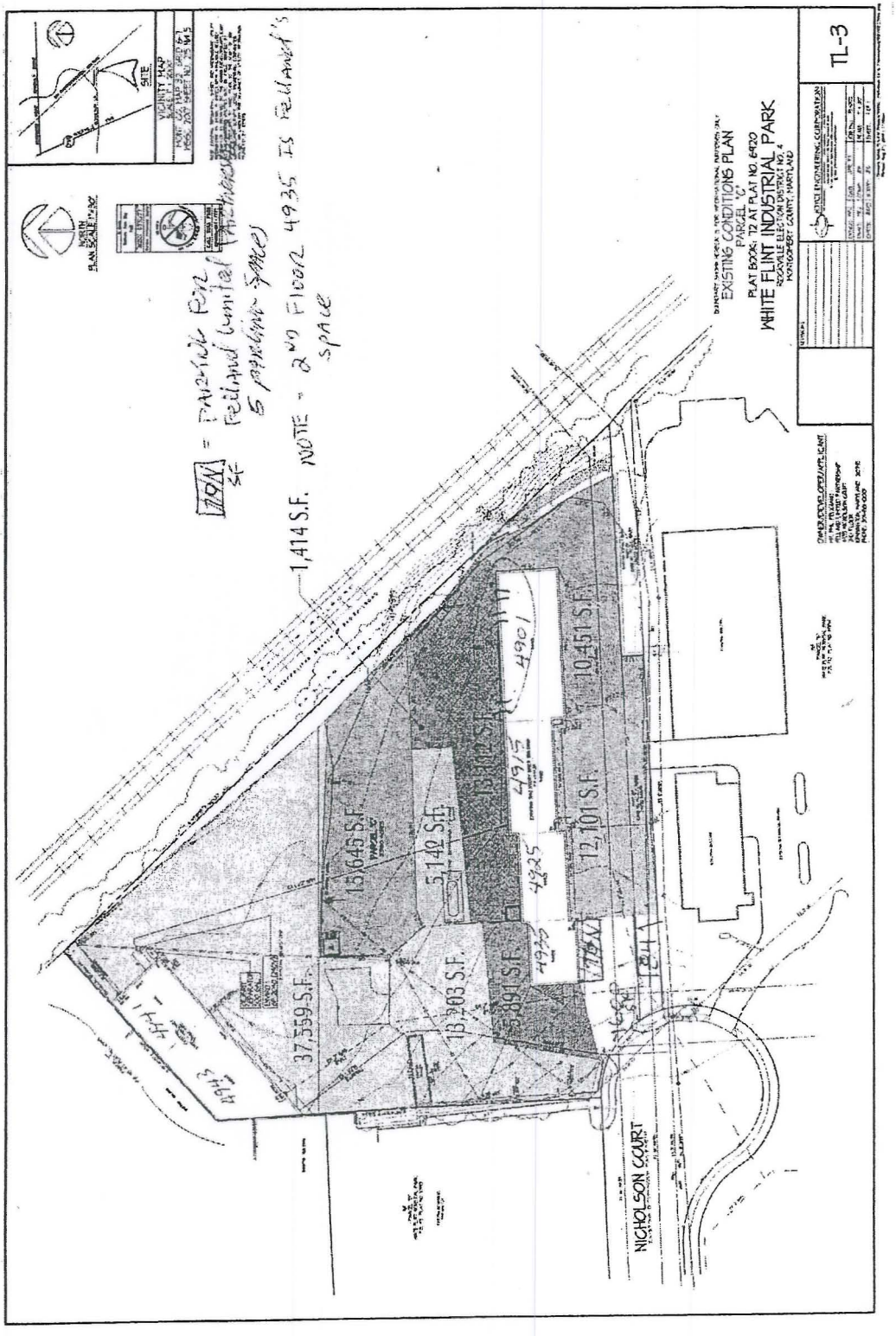

EXHIBIT C

ENVIRONMENTAL REPORT

[TO BE PROVIDED PURSUANT TO SECTION 8(C) OF LEASE]

EXHIBIT D

IMPROVEMENTS

Improvement	**Responsible Party**	**Anticipated Completion Date**
1- Install above-ground fluid tanks and upgrade SPCC	Work to be performed by Tenant at its sole cost and expense.	June, 2007
2 - Install fluid distribution system	Work to be performed by Tenant at its sole cost and expense.	June, 2007
3 - Install stormwater management system and oil-grit separator for the parking lot	Work to be performed by Tenant at its sole cost and expense.	Summer, 2007
4 - Expand concrete around fuel island and install containment system	Work to be performed by Tenant at its sole cost and expense.	Summer, 2007
5 - Mill and replace damaged asphalt, excavate, remove and properly dispose of contaminated soil	Work to be performed by Landlord, Landlord and Tenant to split the cost (50/50); however, it is agreed that Landlord's obligation to pay for 50% of the cost shall not exceed $70,000.00. If the total cost exceeds $140,000.00, 100% of the cost over $140,000.00 shall be paid by Tenant.	Summer, 2007
6 - Install sodium lights on buildings	Work to be performed by Landlord at its sole cost and expense.	Completed
7 - Install additional roof ventilation in 4941 and 4943	Work to be performed by Landlord at its sole cost and expense.	Completed
8 - Install gates and fencing or other structures necessary to secure the Premises or accomplish Tenant's goals	Work to be performed by Tenant at its sole cost and expense.	August, 2008
9 - Repair, rebuild, and paint bathrooms and mop sink room at 4941 and 4943	Work to be performed by Landlord at its sole cost and expense.	Completed
10 - Paint the interior of the exterior walls of 4941 and 4943	Work to be performed by Landlord at its sole cost and expense.	Completed

Notwithstanding any provision of the Lease or this Exhibit to the contrary, Tenant shall submit detailed plans and specifications for all improvements to Landlord and shall obtain Landlord's prior written approval, which shall not be unreasonably withheld, before commencing work on <u>any</u> of the improvements.

Notwithstanding any provision of the Lease or this Exhibit to the contrary, Landlord and Tenant acknowledge that the EPA or MDE may require that some of the improvements contemplated by this Exhibit be completed earlier than anticipated. Landlord and Tenant shall comply with any such requests by either the EPA or MDE to complete the improvements on an expedited basis.

The parties acknowledge that Landlord is pursuing a claim against its former tenant (First Transit) for various lease violations. One element of Landlord's claim against First Transit is for the cost to mill and replace damaged asphalt, excavate, remove and properly dispose of contaminated soil at the Premises. Landlord agrees that, because Tenant is paying ½ of the cost of such work, if Landlord receives money from First Transit for the cost to mill and replace damaged asphalt, excavate, remove and properly dispose of contaminated soil at the Premises, Landlord will credit ½ of the amount received from First Transit that was allocated to such work (determined net of legal expenses) to Tenant's rental account.

EXHIBIT E

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 $_____.

(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:_____
Assistant Chief Administrative Officer

EXHIBIT F

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 2007 among _____, a _____ corporation (the "Lender"), FELLAND LIMITED PARTNERSHIP, a Maryland Limited Partnership ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), (the Lender, the Landlord, and the Tenant together the "Parties").

RECITALS

A. Landlord and Tenant have entered into a certain lease agreement dated _____, 2007 [and amended _____, 20__] (the "Lease") for the premises consisting of _____ square feet, more or less (the "Leased Premises"). The Leased Premises are part of the property located in Montgomery County, Maryland known as Parcel ___ on Tax Map _____, commonly known as [street address], and more particularly described on **EXHIBIT A**, attached and incorporated as if fully set forth (the "Property").

B. Lender and the Landlord have represented to the Tenant that the Lender will make a loan to the Landlord in the principal amount of _____ AND 00/100s DOLLARS ($_____) (the "Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified from time to time (the "Mortgage") and an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement, and the payment of the sum of $10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Subordination and Consent. The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the Mortgage. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in performance of the terms of the Loan that Lender may, at Lender's option, demand in writing sent to the Tenant by first class mail, postage prepaid and certified mail to the address provided below, that all payments of rent and additional rent due under the Lease must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. THE PARTIES AGREE THAT PAYMENTS MADE TO LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE COUNTY FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as Tenant complies with and performs all of Tenant's monetary obligations and material obligations under the Lease, (a) the Lease will remain in full force and effect as a direct Lease between the Lender, including the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the Lease Term, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the Lease Term in accordance with the provisions of the Lease. THE PARTIES AGREE THAT IF THE LENDER OF THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease Term, and the Tenant will perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. Tenant will not terminate or rescind the Lease or withhold payments of rent or additional rent under the Lease for a period of 30 days following receipt of written notice from the Lender of Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If Lender acts promptly upon notice from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default Lender is unable to complete the cure within 30 days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed 60 days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property securing repayment of the Loan to the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who will assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt or hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to:

If to the Landlord, to: Felland Limited Partnership
4935 Nicholson Court, 2nd floor
Kensington, MD 20895

If to the County, to: Montgomery County Government
Department of Public Works & Transportation
101 Monroe Street, 10th Floor
Rockville, MD 20850

Attn: Director, Office of Real Estate

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

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the business day of hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

LENDER

Notary jurat for Lender

LANDLORD
Felland Limited Partnership, a Maryland Limited Partnership

By: _____
General Partner

Printed Name:_____

Date: _____

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ..... day of ..... , 20 ..... , before me, a notary public in and for the State of Maryland, personally appeared Philip Feliciano, who acknowledged himself to be the general partner of the Felland Limited Partnership, a Maryland limited partnership, and that he, as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as general partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires On:

_____

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

By:_____
Assistant Chief Administrative Officer

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ..... day of ..... , 20__ , before me the undersigned officer, personally appeared _____, known to me to be an Assistant Chief Administrative Officer for Montgomery County, Maryland, and that he, as such Assistant Chief Administrative Officer, being authorized to do so, executed the foregoing Agreement by signing the name of Montgomery County, Maryland by himself as Assistant Chief Administrative Officer.

In witness whereof I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires On:

_____