SUBLEASE AGREEMENT

BETWEEN

GXS, INC.

AND

MONTGOMERY COUNTY, MARYLAND

DATED: AS OF May 22, 2009

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease"), entered into as of May 22, 2009, by and between **GXS, INC.**, a Delaware corporation, having an address of 100 Edison Park Drive, Gaithersburg, Maryland 20878 (hereinafter referred to as "**Sub-landlord**") and **MONTGOMERY COUNTY, MARYLAND** (hereinafter referred to as "**the County**"; Sub-landlord and the County are hereinafter collectively referred to as the "**Parties**").

WHEREAS, pursuant to a Lease dated January 29, 1999, as amended by an Addendum to Lease dated January 29, 1999 (collectively, the "**Prime Lease**"), between SFHI, LLC ("**Prime Landlord**"), as successor in interest to REII-Gaithersburg, Maryland, LLC, as landlord, and Sub-landlord, formerly known as GE Information Services, Inc. ("**GEIS**"), as tenant, Prime Landlord leased to Sub-landlord, and Sub-landlord leased from Prime Landlord, the six (6) story office building ("**Building**") and surrounding site known as 100 Edison Park Drive (formerly known as 11555 Darnestown Road), Gaithersburg, Maryland 20878 (collectively, the "**Property**"). The Prime Lease is attached hereto as Exhibit A;

WHEREAS, Sub-landlord and the County entered into a Sublease Agreement dated as of April 1, 2009 ("**4th Floor Sublease**") whereby the County subleased the fourth (4th) floor of the Building until the earlier to occur of (a) the commencement date of this Sublease ("**Master Sublease**") or (b) the expiration or earlier termination of the 4th Floor Sublease;

WHEREAS, the County and the Prime Landlord have entered into, as of the date of this Sublease, a Purchase and Sale Agreement (the "**Purchase and Sale Agreement**") pursuant to which the County has the right to purchase the property from the Prime Landlord at any time prior to April 1, 2014; and

WHEREAS, Sub-landlord and the County wish to enter into a sublease agreement for the County to sublease and occupy the entire Building and the Property until such time as the County acquires the Property from the Prime Landlord on the terms and conditions set forth in this Sublease.

WITNESSETH:

NOW THEREFORE, in consideration of the rent hereinafter reserved, the covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. Property:

A. Sub-landlord does hereby sublease and demise unto the County and the County hereby subleases from the Sub-landlord the entire Property, which includes the entire Building consisting of a total of approximately 341,692 rentable square feet as shown on Exhibit B attached hereto and made a part hereof, in its "as-is" condition. The County acknowledges that the Property has been inspected by the County and is satisfactory to it. The County acknowledges that except as expressly set forth in this Sublease, Sub-landlord has not made any warranty or representation with respect to the Property and Sub-landlord shall not have any responsibility or liability with respect to any defect to the Property to the same extent as the Prime Landlord under Section 3.4 of the Prime Lease (Condition).

B. Sub-landlord shall leave substantially all existing furniture on the property or in the Building upon Sub-landlord's vacation of the Property, except for such furniture as described by Sub-landlord in a written notice to the County prior to the Commencement Date. Any such existing furniture and equipment remaining on the premises upon Sub-landlord's departure (collectively "**Furniture**") shall become the property of the County on the Commencement Date (as hereinafter defined) and is provided in its current configuration and "as-is" condition in place for the County's exclusive use (without charge) throughout the Term (as hereinafter defined). GXS will cooperate with the County to transfer any existing warranties on Furniture and building fixtures to the extent they are transferable to the County (including executing such additional evidence of transfer as reasonably requested by the County from time to time during the Term).

2. TERM: The term of this Sublease ("**Term**") shall commence on October 1, 2009 ("**Commencement Date**"), and shall expire on the earlier to occur of (1) the

settlement date of the County's purchase of the Property or (2) at 11:59 p.m. on April 29, 2014. The County shall have no right whatsoever to exercise any renewal or extension rights of Sub-landlord under the Prime Lease unless Sub-landlord consents to same in writing and is fully released and discharged by the Prime Landlord (or any successor thereof) from all obligations and liabilities accruing under the Prime Lease from and after 11:59 p.m. on April 29, 2014. Any such release shall be satisfactory in form and substance to Sub-landlord. In the event of the acquisition of the Building or the Property by the County, pursuant to the terms of the Purchase and Sale Agreement, by eminent domain or by any other means, each of this Sublease and the Prime Lease shall automatically terminate effective as of the date of acquisition .

3. TEMPORARY HOLDOVER BY SUB-LANDLORD: Notwithstanding any contrary provision contained in this Sublease, Sub-landlord shall have the right to remain in exclusive possession of that portion of the Building located on the second (2nd) and fifth (5th) floors for a period not to exceed six (6) months after the Commencement Date ("**Holdover Period**"). During the Holdover Period, Sub-landlord and its employees and agents shall also have the non-exclusive right to use the common areas of the Property, including, but not limited to, the conference rooms and Executive Briefing Center located on the first (1st) floor of the Building, mail room on the lower level, loading dock area and the parking areas. Sub-landlord shall provide the County with at least thirty (30) days' written notice of Sub-landlord's intention to so holdover and the estimated duration of the Holdover Period; provided that Sub-landlord may extend its occupancy beyond such estimated period up to the full six (6)-month period following the Commencement Date. During the Holdover Period, Sub-landlord will make reasonable access to the second and fifth floors available to the County, upon request, for purposes of access to mechanical or electrical facilities, measurement and assessment and otherwise as reasonably required in connection with the County's improvements to other areas of the Building. County and Sub-landlord agree to reasonably cooperate regarding the reservation and use of the conference rooms on the first floor and other common areas, including the loading dock and the County shall make reasonable accommodation for the access of Sub-landlord, its personnel and contractors to the Building and their permitted use under this paragraph including without limitation permitting clear and safe passage through any construction

area affecting entrance to the Building. Sub-landlord shall have the right to retain the caterer under its current contractual arrangement during the Holdover Period.

Sub-Landlord shall be permitted to hold over for up to three (3) calendar months without payment of any rent or abatement of rent to the County. During any Holdover Period continuing after three (3) calendar months, the amount of the County's Base Rent with respect to each such additional calendar month, as set forth on **Exhibit E,** shall be fully abated; provided that nothing contained herein shall diminish the County's obligation to maintain the Property and bear all operating expenses related thereto during such Holdover Period as otherwise provided in this Sublease.

4. RENT: The County shall pay or cause to be paid to Sub-landlord, without demand, abatement, deduction or set-off, monthly installments of base rent ("**Base Rent**") in the amounts set forth in Exhibit E attached hereto as a part hereof. All payments of Base Rent are to be made in advance of the first business day of each month, and shall be payable to Sub-landlord at its notice address in Section 34 (Mail Notices) or by wire transfer. The obligation of the County to pay Base Rent and other sums to Sub-landlord and the obligations of Sub-landlord under this Sublease are independent obligations. The Base Rent is intended to provide Sub-landlord with an absolutely "net" return on its leasehold ownership interest in the Property, free of all costs of operating and occupying the Property, and without any obligation for Sub-landlord to provide any services to the County or with respect to the Property.

5. REAL ESTATE TAXES: During the Term, the County shall pay when due all real estate taxes, other similar charges on real property or improvements, general and special assessments, and all other charges relating to the Property that may be imposed, levied, assessed, or charged by any government authority or agency or political subdivision thereof (collectively, "**Real Estate Taxes**"). Real Estate Taxes do not include, however, any income, estate, gift, inheritance tax and, if Sub-landlord is a corporation, any corporation, franchise, or profits tax that may be payable by Sub-landlord. Each year the Sub-landlord receives any bill or assessment for Real Estate Taxes, Sub-landlord shall promptly provide such bill or assessment to the County at the notice address provided in Section 34 (Mail Notices). The County shall pay the taxes directly and submit to Sub-landlord evidence of payment of Real Estate Taxes prior to the date that the Real Estate

Taxes can be paid without penalty.

6. PARKING: During the Term and subject to Sub-landlord's access and use rights during the Holdover Period, the County shall have exclusive use of the existing surface parking at the Property.

7. COUNTY RIGHT TO OCCUPY PROPERTY; USE: The County covenants and agrees that the Property shall be used and occupied by the Montgomery County Government as general commercial and administrative offices, as well as for uses associated with the County public safety agencies occupying the building, including a district police station (with temporary holding cell and evidence storage), a crime laboratory and County Fire and Rescue Services facilities. In addition, the County intends to construct a Public Safety Memorial on the area of the Property lying between Lake Placid and Darnestown Road. Except as provided herein, the County shall not use the Property for any purpose not permitted under the Prime Lease and any use by the County shall be consistent with the requirements of the Prime Lease.

8. TENANT IMPROVEMENTS: The County will be responsible for performing at the County's sole expense, any tenant improvements to the Property. All improvements will be subject to the provisions of Section 12.4 of the Prime Lease (Tenant's Right to Make Alterations, Additions Improvements), Sub-landlord's prior written approval in accordance with Section 14 (Alterations, Additions, and Improvements) of this Sublease, and the County's surrender obligations under this Sublease.

9. COUNTY PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. The County shall obtain and maintain, during the Term,

1. a policy of public liability insurance with bodily injury or death and property damage limits of $200,000 (Two Hundred Thousand Dollars) per an individual claim, and $500,000 (Five Hundred Thousand Dollars) per total claims that arise from the same occurrence. The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, 1986 MD. Ann.. Code, Cts & Jud. Proc. Sec. 5-301 et seq. (2006 Repl. Vol.) as amended ("**LGTCA**"). If the LGTCA is amended to increase any of these limits, then the increased limits shall automatically apply to this Sublease.

2. Commercial Property Insurance coverage against all risk of direct physical loss or damage (including flood, if applicable), earthquake excepted, for (a) the Building (including any alterations made by the County on or about the Property); and (b) trade fixtures, merchandise and the County's property (including personal property) and any improvements made by the County to the Property that would be permanently attached such as carpeting, office walls and light fixtures, which policy meets the requirements of Section 15 of the Prime Lease, including without limitation, naming Sub-Landlord, the Prime Landlord and Prime Landlord's lender as additional insureds under such policy and endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior notice to Sub-landlord and the Prime Landlord and containing a blanket waiver of subrogation in favor of Sub-landlord and the Prime Landlord. The proceeds of such property insurance shall be used for the repair and replacement of the property so insured, including leasehold improvements. Unless otherwise agreed between the County and the Landlord, the insurance proceeds under clause (a) shall, the extent provided for in the mortgage held by the Prime Landlord, be paid to the lender holding such mortgage; otherwise, they shall be paid to the Prime Landlord, and the proceeds under clause (b) above shall be paid to the County;

3. Workers Compensation and Employer's Liability insurance, in the amounts required by Maryland law, covering any and all claims with respect to employees and contractors of the County on the Property; and

4. Automobile Comprehensive Automobile Liability insurance in the amount of at least $1,000,000 per person and $1,000,000 per occurrence (or the maximum amount as the County is legally permitted to obtain, if less), covering all vehicles owned by the County or operated by employees or contractors of the County on the Property. The County shall have the right to self-insure. The County will name Sub-landlord and, at Sub-landlord's request, Prime Landlord and any mortgagee and Sub-landlord's agents as additional insureds on all insurance policies required of the County under this Sublease.

B. The County agrees that it will not keep in or upon the Property any article that may be prohibited by the standard form of fire or hazard insurance policy. The County shall not allow any substances or materials whose manufacture, handling, release, disposal or possession is subject to regulation under any environmental laws, rules, regulations, or

ordinances to be brought onto the Property except for de minimus amounts of cleaning and office supplies and otherwise required in the ordinary course of the County's business conducted on the Property as expressly permitted under this Sublease. All use and storage of any such substances or materials shall at all time be in compliance with applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Term ("**Legal Requirements**").

C. The County will indemnify Sub-landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence upon or at the Property, or the occupancy or use by County of the Property or any part thereof, or the County's use of the exterior areas provided by Sub-landlord for the comfort and convenience of County, occasioned wholly or in part, to such extent, by any act or omission of County, its agents, contractors, business visitors or employees, excepting claims arising out of the acts or omissions of the Sub-landlord, the Sub-landlord's agents and employees. Provided, however, that the Sub-landlord provides notice of claim to the County promptly. County shall indemnify Sub-landlord against any penalty, damage or charge incurred or imposed by reason of County's violation of any law or ordinance.

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

E. On or prior to the Commencement Date, the County shall deliver to Sub-landlord a certificate of insurance evidencing the coverage described in this Section 9.

F. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the LGTCA; Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.) (together, the "**County Indemnification Statutes**"), all as amended from time to time.

10. <u>SUB-LANDLORD PROPERTY DAMAGE AND LIABILITY INSURANCE</u>:

A. Sub-landlord shall maintain, during the Term, the general commercial

liability insurance coverage and any other insurance policies, and corresponding coverage limits, required to be maintained by Sub-landlord under Section 15 of the Prime Lease, except for commercial property insurance which shall be maintained by the County under the terms set forth in this Sublease.

B. Within thirty (30) days of the County's written request, Sub-landlord shall provide a certificate of insurance evidencing the coverage above.

C. Sub-landlord will indemnify and defend the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, death, and/or damage to property, business interruption and loss of use arising from or out of any occurrence upon or at the Property, or the Sub-landlord's use of the exterior areas of the Property, to such extent, by any negligent act or omission of Sub-landlord, its agents, contractors, or employees, excepting claims to the extent arising out of the acts or omissions of the County, the County's agents, business visitors and employees. Provided, however, that the County provides notice of claim to Sub-landlord as soon as reasonably possible under the circumstances of any and all claims under which the County will rely on this indemnification. Sub-landlord shall indemnify, defend, and hold the County harmless against any penalty, damage or charge incurred or imposed by reason of Sub-landlord's violation of any law or ordinance.

11. ACCESS: Subject to Sub-landlord's rights during the Holdover Period, County will allow Sub-landlord or Sub-landlord's agents to have access to the Property upon forty-eight (48) hours' notice to the County (except in the event of emergency when no notice shall be required) at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs Sub-landlord may consider necessary or desirable; provided, however, that during any such entry Sub-landlord shall use commercially reasonable efforts to minimize any interference with the County's use of the Property. The Parties acknowledge that the County reserves the right to designate, in writing to the Sub-landlord, all or portions of the County's crime laboratory, arrestee area and evidence storage areas as secure and that the Sub-landlord and the Prime-landlord may only enter those secure areas with an escort designated by the County. Furthermore, at the County's discretion, entry to certain portions of such secure areas will require DNA samples and background checks on persons

who need access prior to access being granted.

12. SERVICES: The County acknowledges that it (i) has inspected the Property, including without limitation the Building systems, and (ii) accepts the Property in its "as is" condition as of the Commencement Date. During the Term, the County shall be responsible, at its own expense, to (a) provide full service maintenance to the Property, including, but not limited to, all utilities for normal office use, maintenance and repairs, trash removal and pest control within the Property, (b) provide janitorial services within the Building, (c) clean the common area and the outside Building areas including sidewalks, walkways, and pavement areas, keeping same reasonably free and clear of snow and ice, (d) provide trash receptacles in the Building and an area for recycling, and (e) maintain the Property and the facilities and systems thereof, in each case, as required under the Prime Lease, including Section 11 (Repairs and Maintenance) thereof. The County shall perform all such repairs promptly in a good, proper, and workmanlike manner. Sub-landlord shall not be liable for any damages directly or indirectly resulting from, nor shall Base Rent be abated by reason of (x) the installation, use, or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (y) failure to furnish or delay in furnishing any such services, or (z) for any other reason whatsoever. Sub-landlord shall have no liability to the County nor shall the County's obligations under this Sublease be reduced or abated in any manner by reason of any inconvenience, annoyance, interruption, or injury to business arising from the making of any repairs or changes that are required or permitted by this Sublease or required by any law, ordinance, rule, or regulation now or hereafter in effect to make in or to any portion of the Property.

A. Maintenance and Repairs – Emergencies: If the County fails to perform emergency maintenance and repair with dispatch and due diligence reasonably appropriate to the condition after written notice from the Sub-landlord, then the Sub-landlord shall have the right but not the obligation to correct these problems and be reimbursed the reasonable cost thereof by the County as additional rent; provided, however, that Sub-landlord shall not have the right to take corrective action if the County promptly initiates corrective action and thereafter prosecutes the cure to completion with diligence and continuity. Nothing in this paragraph, however, shall impose any obligation whatsoever on Sub-landlord to perform any such emergency maintenance or repairs.

B. Maintenance and Repairs – Routine: If the County fails to correct routine maintenance and repair problems in the Property within ten (10) days after notification of same by Sub-landlord, Sub-landlord shall have the right but not the obligation to correct these problems, and be reimbursed the reasonable cost thereof by the County as additional rent; provided, however, that Sub-landlord shall not have the right to take corrective action if the County initiates corrective action within such ten (10) day period and thereafter prosecutes the cure to completion with diligence and continuity. Nothing in this paragraph, however, shall impose any obligation whatsoever on Sub-landlord to perform any such routine maintenance or repairs.

13. HVAC: The County shall be responsible, at its cost, to maintain, repair, replace as necessary, and operate the HVAC system.

14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

A. County will not make any alterations, additions, or improvements of any kind to the Property without (i) Sub-landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed (subject in each case to Sub-Landlord's obtaining the consent of the Prime Landlord, where required under the Prime Lease), and (b) complying with the terms and conditions set forth in Section 12.4 of the Prime Lease (Tenant's Right to Make Alterations, Additions, and Improvements). For purposes of this Sublease, the construction of a proposed public safety memorial on the Property located between the Building and Darnestown Road (the "Public Safety Memorial") shall be treated as a Material Alteration for which Sub-landlord agrees to grant consent subject to the receipt of any consent required by the Landlord under the Prime Lease. County shall provide Sub-landlord with plans and specifications of said work. Upon receipt of Sub-landlord's written approval of the County's plans and specifications and the County's compliance with the terms and conditions set forth in Section 12.4 of the Prime Lease (Tenant's Right to Make Alterations, Additions, and Improvements), the County may proceed to perform the work at County's sole expense, which work shall be completed in a good and workmanlike manner by properly qualified and licensed personnel. Upon completion of any "Material Alteration" (as defined in the Prime Lease), the County will provide to Sub-landlord a copy of the "as-built" plans. The County shall discharge, by bond or otherwise, any mechanic's lien filed against the Property or against

the Property for work claimed to have been done for, or materials claimed to have been furnished to, the County within thirty (30) days after the filing thereof, at the County's sole cost and shall otherwise keep the Building and the Property free from any liens arising out of work performed, materials furnished or obligations incurred by the County. Should the County fail to discharge any lien described herein, Sub-landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title to the Property and the cost thereof shall be immediately due from County as additional rent.

B. The Parties acknowledge that all Material Alterations made by the County upon the Property are subject to (i) the prior written consent of Sub-landlord, which shall not be unreasonably withheld, conditioned or delayed, and (ii) compliance with the terms and conditions set forth in Section 12.4 of the Prime Lease (Tenant's Right to Make Alterations, Additions, and Improvements). County shall have the right to install any furniture or office machinery typical of normal office use necessary in the conduct of its business within the Property, and the same shall remain the property of the County, and shall be removed by the County upon the expiration or earlier termination of this Sublease; provided, however, that if any such equipment shall, in Sub-landlord's reasonable opinion, burden or overload the existing Building systems, including HVAC, electrical, life safety and plumbing systems, the County shall not install, operate, or use such equipment without Sub-landlord's prior written consent.

15. NOTICE OF ACCIDENTS: The County shall provide Sub-landlord with prompt written notice of accidents on or damages to the structure, equipment, or fixtures of the Property.

16. ASSIGNMENT AND SUBLEASING: The County shall not have the right to assign all or any portion of this Sublease or to sub-sublet all or any part of the Property.

17. COUNTY'S COVENANTS: The County covenants and agrees:

A. To pay the Base Rent and all other additional rent as provided in this Sublease to Sub-landlord.

B. Not to strip or overload, damage or deface the Property or any common areas, including hallways, stairways, elevators, parking areas, walkways, grounds, or other approaches to the Building.

C. Not to suffer or permit any trade or occupation to be carried on or use made of the Property that shall in Sub-landlord's reasonable judgment constitute a nuisance or be unlawful, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on the Building.

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

E. To conform to all rules and regulations from time to time established by appropriate insurance rating organizations, and to the rules and regulations attached hereto as a part hereof as Exhibit D and any other reasonable rules and regulations from time to time established by Sub-landlord or Prime Landlord, or both. Any rules and regulations provided by Sub-landlord or Prime Landlord, or both, other than as set forth in this Sublease, must be in writing and shall not be effective until thirty (30) days after receipt of written notice by the County of such new rule or regulation. Any rule or regulation must not materially affect the County's ability to carry out the uses stated in Section 7 herein.

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

G. To keep all of the County's employees working in the Property covered by worker's compensation insurance in statutory amounts and to furnish Sub-landlord with a current certificate thereof. The County reserves the right to self-insure.

18. DESTRUCTION OF PROPERTY: In the event of damage or destruction of the Property by fire or any other casualty, this Sublease shall not be terminated and the County shall have, and hereby assumes, the obligations, liabilities, and obligations of Sub-landlord under Section 16 (Damage or Destruction) of the Prime Lease. Sub-landlord shall

not be liable for any loss of business, inconvenience, or annoyance arising from any damage from fire or other casualty or any repair or restoration of any portion of the Property as a result of any damage from fire or other casualty. In the event the Premises or a portion thereof is damaged by fire or other casualty, the County shall (a) give Sub-landlord prompt notice thereof and (b) promptly repair (or replace if necessary) the damage to the condition of a typical class A office building in the Montgomery County, Maryland area (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and for unavoidable delays) as determined in the reasonable judgment of the County. Unless the County has otherwise agreed directly with the Prime Landlord to permit the retention by the County of insurance proceeds or a procedure regarding the disbursement of insurance proceeds to the County, Sub-landlord shall cause the Prime Landlord or the Lender (as the case may be) to promptly reimburse the County an amount equal to the reasonable costs and expenses of such repair, which amount shall in no event be greater than insurance proceeds received by the Prime Landlord or the Prime Landlord's lender as a result of the casualty, in accordance with normal and customary disbursement procedures and conditions reasonably satisfactory to the County and the Prime Landlord (as the case may be).

19. SURRENDER OF THE PROPERTY:

A. The County covenants at the expiration or earlier termination of this Sublease, except for termination as a result of County's purchase of the Property, to remove all goods and effects from the Property not the property of Sub-landlord, and to yield to Sub-landlord the Property and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to the County), in (a) good repair, order and broom clean condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk for which the County is not herein expressly made liable excepted, and (b) compliance with the terms and conditions applicable to Sub-landlord under Section 27 (Surrender of Premises) of the Prime Lease which shall include, without limitation, the removal of the Public Safety Memorial.

B. The County shall remove the County's property from the Property and repair in accordance with Sub-landlord's direction (or in the sole discretion of Sub-landlord, in the Prime Landlord's reasonable direction) any damage to the Property,

including structural damage resulting from removal of any alteration to the Property required to be removed by the County under the terms of the Prime Lease. If the County does not remove any of the County's property from the Property by the expiration or termination of this Sublease, such property shall be deemed to be abandoned and, at Sub-landlord's option, such property shall pass to the Prime Landlord under this Sublease. If the Sub-landlord (or Prime Landlord, as the case may be), elects to remove all or any part of the County's property, the cost of removal, including repairing any damage to the Property or Building caused by such removal, shall be paid by the County. The County shall indemnify and hold harmless Sub-landlord from all claims, liabilities and damages resulting from (i) the County's failure to vacate and deliver possession of the Property as required under this Section 21 or (ii) failure of the County to repair or otherwise return the Property or the Building to the condition as required by the Prime Landlord pursuant to Section 27 (Surrender of Property) of the Prime Lease, including without limitation any costs of enforcement by Sub-landlord of the obligations of the County under this Section 19.

20. DEFAULT:

A. By County: (1) If Base Rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, or if the County shall fail or neglect to keep and perform each and every one of the terms and conditions of this Sublease or any term and condition of Sub-landlord under the Prime Lease that is imposed on the County pursuant to the terms of this Sublease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence as long as the County initiates curative action within such thirty (30) day period) after written notice to the County from Sub-landlord specifying the default, then Sub-landlord shall have the right, but not the obligation, to recover possession of the Property under Maryland law. In such case, Sub-landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland.

B. By Sub-landlord: If the Sub-landlord shall fail or neglect to keep and perform each and every one of the terms and conditions of this Sublease or any term and condition of Tenant under the Prime Lease, other than any such terms or conditions that are

the responsibility of the County under the terms of this Sublease, that materially and adversely affects the County pursuant to the terms of this Sublease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence as long as the Sub-landlord initiates curative action within such thirty (30) day period) after written notice to the Sub-landlord from the County specifying the default, then County shall have the right, but not the obligation, to seek damages or specific performance of such obligations of Sub-landlord, to the extent available for such default under the laws of the State of Maryland.

C. Appropriation. While not a default, if the County fails to a) appropriate the sum of at least Ten Million Dollars ($10,000,000) committed to capital improvements to be made to the Property by the County during the Term and b) enact Special Project Legislation authorizing such capital improvements on or before June 1, 2009, then Sub-landlord shall have the right, but not the obligation, following two hundred seventy (270) days written notice to the County, to recover possession of the Property under Maryland law. The parties acknowledge that the Special Projects Legislation referred to herein is subject to the requirements of Section 115 of the Montgomery County Charter. In the event that the Special Projects Legislation is successfully petitioned for referendum, then Sub-landlord shall have the right, but not the obligation, following two hundred seventy (270) days written notice to the County, commencing as of the date of filing of the successful petition, to recover possession of the Property under Maryland law.

21. HOLDOVER: If County shall hold possession of the Property after the expiration or earlier termination of this Sublease, at Sub-landlord's option (i) the County shall be deemed to be occupying the Property as a tenant from month to month, during which time either Party may terminate this Sublease on thirty (30) days written notice, and will be otherwise subject to all of the terms and conditions of this Sublease, or (ii) Sub-landlord may exercise any other remedies it has under this Sublease at law or in equity, including an action for holding over after the date stipulated in Sub-landlord's notice above. During any such period of holdover, the County shall pay to Sub-landlord Base Rent in an amount equal to one hundred fifty percent (150%) of the monthly installments of Base Rent payable by Sub-landlord under the Prime Lease in the final month of the Term.

22. QUIET POSSESSION: Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on the County's part, the County shall at all times during the Term have the peaceable and quiet enjoyment and possession of the Property for the purposes herein cited against any person claiming by, through or under Sub-landlord.

23. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that Sub-landlord and the County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Legal Requirements.

24. WAIVER: The waiver at any time by Sub-landlord or the County of any particular covenant or condition of this Sublease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever. No endorsement or statement on any check or letter accompanying a check for payment of rent shall be deemed an accord and satisfaction, and Sub-landlord may accept such check or payment without prejudice to Sub-landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Sublease.

25. NON-DISCRIMINATION: Sub-landlord agrees to comply with the non-discrimination policies in County contracts as required by applicable Legal Requirements regarding employment discrimination.

26. NON-APPROPRIATION: This Sublease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, this Sublease will automatically terminate on July 1 of the calendar year that the County does not appropriate funds. The County shall give Sub-landlord at least thirty (30) days written notice of the lack of appropriation. The County shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

27. PUBLIC EMPLOYMENT: Sub-landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 2004, as amended, it is unlawful for any person transacting business with the County to employ a public employee for employment contemporaneous with his or her public employment.

28. CONDEMNATION: If the Property, or any part thereof is taken or condemned for public use or purpose by any competent authority, this Sublease shall not be terminated and the County shall have, and hereby assumes, the rights, liabilities and obligations of Sub-landlord under Section 17 (Eminent Domain) of the Prime Lease, including any rights to receive or share in condemnation awards, it being the intent and purpose of the Parties that the County, and not Sub-landlord, perform and assume such liabilities and obligations. The County shall indemnify and hold harmless Sub-landlord for any costs or damages, including reasonable legal fees incurred by Sub-landlord, as determined by the court, resulting from or in connection with the County's failure to perform such obligations, including without limitation any costs of enforcing such obligation against the County.

29. GENERAL PROVISIONS:

A. Entire Agreement: It is further understood and agreed that this Sublease contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing duly executed by the Parties.

B. Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Sublease, Sub-landlord and the County shall have all rights and remedies granted by law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Sub-landlord or the County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.

C. Governing Law: The provisions of this Sublease shall be governed by the laws of the State of Maryland. If any term of this Sublease or any application thereof shall be invalid or unenforceable, the remainder of this Sublease and any other application of such term shall not be affected thereby.

D. Counterparts. This Sublease may be executed in any number of counterparts, all of which together shall constitute one agreement binding on all parties hereto notwithstanding that all the parties have not signed the same counterpart. All counterparts shall be construed together and shall constitute one instrument.

30. SUBORDINATION: Sub-landlord shall have the absolute right to encumber its interest in the Property set forth in this Sublease. This Sublease, at the sole

option of Sub-landlord, shall be subordinate to such encumbrance or encumbrances. The County agrees to sign papers for subordination within fifteen (15) days after Sub-landlord's written request in the form attached as Exhibit C-1 hereto, provided such subordination shall be upon the express condition that this Sublease shall be recognized by the holder of the encumbrance and the rights of the County shall remain in full force and effect during the Term. In the event of a sale or transfer of the title to the aforesaid land and premises, any transferee shall be entitled to have this Sublease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money.

This Sublease is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Sub-landlord or its successor in interest may request the County to execute and deliver an Estoppel Certificate in the form attached as Exhibit C-2 and made a part of this Sublease and the County agrees to return such Estoppel Certificate within ten (10) business days after the written request from Sub-landlord.

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

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

33. SIGNAGE: The County shall not install or place any signage on or about the Property without Sub-landlord's consent, which consent may be granted or withheld in Sub-landlord's reasonable discretion (subject to the consent of the Prime Landlord under the Prime Lease).

34. MAIL NOTICES: All notices required or desired to be given hereunder by either Party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Sub-landlord or County respectively. Notice to the respective

Parties shall be addressed as follows:

SUB-LANDLORD:

GXS, Inc.
Attention: Richard Nash, Esq., General Counsel
100 Edison Park Drive
Gaithersburg, Maryland 20878

With a concurrent copy to:

Venable LLP
Attention: Kevin L. Shepherd, Esq.
Suite 900
750 East Pratt Street
Baltimore, Maryland 21202

COUNTY:

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

With a copy that does not constitute a notice:

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

or such other address as notified in writing by either party from time to time in accordance with this Section 34.

35. CONSENT: Whenever the County desires to do any act or thing that requires the consent or approval of Prime Landlord:

A. The County shall not do such act or thing without first having obtained the consent or approval of both Prime Landlord (through Sub-landlord) and Sub-landlord (and, except as otherwise expressly provided herein, Sub-landlord's right to withhold consent or approval shall be independent of Prime Landlord's right but shall not be unreasonably

withheld);

B. County shall not request Prime Landlord's consent or approval directly (and no efforts by Sub-landlord to obtain Prime Landlord's consent or approval shall constitute Sub-landlord's consent or approval or prejudice Sub-landlord's right to withhold consent or approval, which shall not be unreasonably withheld);

C. In no event shall Sub-landlord be required to give its consent or approval prior to Prime Landlord's doing so (unless Prime Landlord requires Sub-landlord to give its consent or approval prior to Prime Landlord's doing so); and

D. The standard for Prime Landlord's consent or approval shall be in accordance with the terms of the Prime Lease.

36. BROKERS:

A. By County. The County represents and warrants to Sub-landlord that the County has dealt with no broker, agent, or finder in connection with this Sublease other than Gary S. Glatter, formerly with Newmark of Washington D.C., LLC ("**Recognized Broker**") and now with Cushman & Wakefield, and the County hereby agrees to indemnify, defend, and hold harmless Sub-landlord against any claim for commission or other compensation in connection with this Sublease made against Sub-landlord by any other broker, agent, or finder with whom County has dealt, including reasonable attorneys' fees and disbursements incurred by Sub-landlord in the defense of any such claim.

B. By Sub-landlord. Sub-landlord represents and warrants to the County that Sub-landlord has dealt with no broker, agent, or finder in connection with this Sublease other than the Recognized Broker, and Sub-landlord hereby agrees to indemnify, defend, and hold harmless the County against any claim for commission or other compensation in connection with this Sublease made against the County by any broker, agent, or finder with whom Sub-landlord has dealt, including reasonable attorneys' fees and disbursements incurred by the County in the defense of any such claim. Sub-landlord shall pay any commission to the Recognized Broker in accordance with a separate agreement between Sub-landlord and the Recognized Broker.

C. Survival. The provisions of this Section 36 shall survive the expiration or earlier termination of this Sublease.

37. PRIME LEASE: This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each Party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease. Accordingly, to afford to the County the benefits of this Sublease and of those provisions of the Prime Lease that by their nature are intended to benefit the party in possession of the Property, and to protect Sub-landlord against a default by the County that might cause a default or event of default by Sub-landlord under the Prime Lease:

A. Provided the County shall timely pay all Base Rent when and as due under this Sublease, Sub-landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Sub-landlord to Prime Landlord under the Prime Lease.

B. Sub-landlord shall perform its covenants and obligations under the Prime Lease that do not require for their performance possession of the Property and that are not otherwise to be performed hereunder by the County on behalf of Sub-landlord. For example, Sub-landlord shall at all times keep in full force and effect all insurance required of Sub-landlord as the tenant under the Prime Lease.

C. The County shall perform all affirmative covenants and shall refrain from performing any act that is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed on the party in possession of the Property. Sub-landlord shall have the right to enter the Property to cure any default by the County under this Section, subject to the terms of Section 11 herein with respect to designated secure areas.

38. PRIME LANDLORD: Sub-landlord and the County hereby agree, for the benefit of Prime Landlord, that this Sublease shall not (a) create privity of contract between Prime Landlord and the County; (b) be deemed to have amended the Prime Lease in any regard; or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Sub-landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by the County of this Sublease or any sub-letting of the Premises or any part

thereof.

39. PAYMENT BY SUB-LANDLORD. Sub-landlord agrees to pay to the Prime Landlord the sum of Two Million One Hundred Twenty-five Thousand Dollars ($2,125,000.00) upon the terms mutually agreed between Sub-landlord and the Prime Landlord pursuant to the letter agreement executed by Sub-Landlord and the Prime Landlord concurrently with this Sublease. If Sub-landlord fails to timely make the payment described in this section, the County may make the payment on behalf of Sub-Landlord and deduct such payment from any future rent payments from County to the Sub-Landlord.

40. FORCE MAJEURE: Neither Sub-landlord nor the County shall be deemed in default with respect to any of the terms, covenants, and conditions of this Sublease (other than the payment of money), if such Party's failure to timely perform is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive Legal Requirements, riots, insurrections, war, shortages, accidents, casualties, acts of God., or any other cause beyond the reasonable control of such Party.

[SIGNATURE PAGE TO FOLLOW]

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

WITNESS:

SUB-LANDLORD:

GXS, INC.

By: _____
Name: John Duvall
Title: SVP and CFO

Date: 5/29/09, 2009

WITNESS:

TENANT:

MONTGOMERY COUNTY

By: _____

By: Diane Schwartz Jones ACAO for
Timothy L. Firestine,
Chief Administrative Officer

Date: May 22, 2009

APPROVED AS TO FORM AND LEGALITY OFFICE OF THE COUNTY ATTORNEY

By: _____
Associate County Attorney

Date: 5/22/09

RECOMMENDED

By _____
Cynthia Brenneman, Director
Office of Real Estate

Date: 5/22/09

EXHIBIT A

PRIME LEASE

EXHIBIT B

PROPERTY

The six (6) story office building and surrounding site known as 100 Edison Park Drive (formerly known as 11555 Darnestown Road), Gaithersburg, Maryland 20878, consisting of floors one (1) – five (5) of 52,000 rentable square feet each and a lower level of 81,692 rentable square feet.

EXHIBIT C-1

SUBORDINATION AGREEMENT

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 2009 among _____(the "Lender"), _____, a [state], [type of corporation] ("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 _____, (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 _____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 _____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. The Landlord and the Lender fully indemnify the Tenant for any such payments made under this Paragraph, and the Lender will provide a defense to any claim for payment made by the Landlord or any party claiming through the Landlord for payments made by Tenant to the Lender under this Agreement.

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 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 OR 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:

If to the County, to: Montgomery County Government
Department of General Services
Office of Real Estate
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

By: _____

Printed Name: _____

Date: _____

Notary jurat for Lender

LANDLORD

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_____, who acknowledged him/herself to be the [title]of [name of corporation] a [state] [type of corporation], and that s/he, as such [title], being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the [type of corporation] by himself as its' [title].

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 s/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 him/herself as Assistant Chief Administrative Officer.

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

_____
Notary Public

My Commission Expires On:

_____

EXHIBIT C-2

ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

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

Re: Property Address: 100 Edison Park Drive, Gaithersburg, Maryland 20878 ("**Property**")
Sublease Date: _____ __, 2009
Between GXS, Inc. ("**Sub-landlord**") and Montgomery County, Maryland (the "**County**")
Square Footage Subleased: 341,692 square feet

Sub-landlord has requested that the County provide Sub-landlord with an estoppel certificate as permitted from time to time under the terms of the above-referenced Sublease ("**Sublease**"). The County hereby acknowledges the following:

(1) The Sublease, which includes the Sublease and all amendments to the Sublease attached as Exhibit A, is a true, correct, and complete copy of the Sublease, 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 Sublease as amended in Exhibit A represents the entire agreement between the Sub-landlord and the County as to the Premises or any part of the Property.

(2) The Sublease Term commenced on October 1, 2009, and expires on April 14, 2014. The Sublease provides for no renewal/extension option(s).

(3) The amount of fixed monthly rent is $_____; the monthly common area or other charges are $0.

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

(5) The County currently occupies the Property.

(6) All work to be completed by Sub-landlord for the County prior to occupancy has been performed as required and has been accepted by the County (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 Sub-Landlord up to the date of issuance of this Certificate have been credited or paid to the County.

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

(8) The County is not in default under the Sublease.

(9) The County has not assigned the Sublease or sublet all or any portion of the Property, 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 the County should be sent in the form required in the Sublease to:

Montgomery County, Maryland
Department of General Services
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:_____
Timothy L. Firestine
Chief Administrative Officer

EXHIBIT D

RULES AND REGULATIONS

For purposes of these Rules and Regulations, "Tenant" means the County, (b) "Premises" means the Property, (c) "Tenant Party" means the County and its employees, agents, business visitors and contractors and (d) "Landlord" means "Sub-landlord.

1. The sidewalk, entries, and driveways of the Property shall not be obstructed by Tenant, or any Tenant Party, or used by them for any purpose other than ingress and egress to and from the Premises.

2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises, or on the roof of the Property, without Sublandlord's written consent.

3. Except for animals assisting the disabled, or public safety service animals, no animals shall be allowed in the offices, halls, or corridors in the Property.

4. Tenant shall not disturb the occupants of the Property or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises.

5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, any such installation or connection shall be made at Tenant's expense.

6. Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Premises, except as specifically approved in the Lease. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is strictly limited to the purposes of operating the uses contemplated in this Lease and shall be carried out in accordance with all laws, regulations and safe practices. Explosives or other articles deemed extra hazardous shall not be brought into the Property, for any purpose other than those required by the uses contemplated in this Lease.

7. Parking any type of recreational vehicles is specifically prohibited on or about the Property. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs.

8. Tenant shall maintain the Premises free from rodents, insects and other pests.

9. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Property. In the event the person is a County employee, agent or contractor, Landlord shall make reasonable efforts to promptly notify the County of the event.

10. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant, unless such damage or loss is the result of an act or failure to act by any employee, agent or contractor of Landlord.

11. Tenant shall not permit dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises.

12. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose.

13. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.

14. The Premises shall not be used for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Premises.

15. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Property and the Premises and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

16. Tenant assumes full responsibility for protecting the Property from theft, robbery and pilferage.

17. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.

EXHIBIT E

BASE RENT SCHEDULE

Lease Month		Base Rent
10/1/09	10/30/09	$85,131.67
11/1/09	11/30/09	$85,131.67
12/1/09	12/30/09	$85,131.67
1/1/10	1/30/10	$85,131.67
2/1/10	2/30/10	$85,131.67
3/1/10	3/30/10	$85,131.67
4/1/10	4/30/10	$85,131.67
5/1/10	4/30/11	$85,131.67
6/1/10	6/30/10	$85,131.67
7/1/10	7/30/10	$297,136.02
8/1/10	8/30/10	$297,136.02
9/1/10	9/30/10	$297,136.02
10/1/10	10/30/10	$297,136.02
11/1/10	11/30/10	$297,136.02
12/1/10	12/30/10	$297,136.02
1/1/11	1/30/11	$297,136.02
2/1/11	2/30/11	$297,136.02
3/1/11	3/30/11	$297,136.02
4/1/11	4/30/11	$297,136.02
5/1/11	4/30/12	$309,745.29
6/1/11	6/30/11	$309,745.29
7/1/11	7/30/11	$309,745.29
8/1/11	8/30/11	$309,745.29
9/1/11	9/30/11	$309,745.29
10/1/11	10/30/11	$309,745.29
11/1/11	11/30/11	$309,745.29
12/1/11	12/30/11	$309,745.29
1/1/12	1/30/12	$309,745.29
2/1/12	2/30/12	$309,745.29
3/1/12	3/30/12	$309,745.29
4/1/12	5/30/12	$309,745.29
5/1/12	4/30/12	$322,669.79
6/1/12	6/30/12	$322,669.79
7/1/12	7/30/12	$322,669.79
8/1/12	8/30/12	$322,669.79
9/1/12	9/30/12	$322,669.79
10/1/12	10/30/12	$322,669.79
11/1/12	11/30/12	$322,669.79
12/1/12	12/30/12	$322,669.79
1/1/13	1/30/13	$322,669.79
2/1/13	2/30/13	$322,669.79

3/1/13	3/30/13		$322,669.79
4/1/13	4/30/13		$322,669.79
5/1/13	5/30/13		$335,917.40
6/1/13	6/30/13		$335,917.40
7/1/13	7/30/13		$335,917.40
8/1/13	8/30/13		$335,917.40
9/1/13	9/30/13		$335,917.40
10/1/13	10/30/13		$335,917.40
11/1/13	11/30/13		$335,917.40
12/1/13	12/30/13		$335,917.40
1/1/14	1/30/14		$335,917.40
2/1/14	2/30/14		$335,917.40
3/1/14	3/30/14		$335,917.40
4/1/14	4/29/14		$335,917.40