

LEASE AGREEMENT

BETWEEN

SANDRA COTLER, SOLE SURVIVING TRUSTEE OF
THE SANDRA COTLER REVOCABLE TRUST,
AN UNRECORDED TRUST AGREEMENT DATED OCTOBER 12, 2004

AND

MONTGOMERY COUNTY, MARYLAND

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS.....	3
ARTICLE 2	LEASED PREMISES.....	6
ARTICLE 3	DELIVERY AND CONDITION OF LEASED PREMISES.....	6
ARTICLE 4	RENT	7
ARTICLE 5	ABSOLUTE NET LEASE; REAL ESTATE TAXES; INSURANCE COSTS; OPERATING EXPENSES.....	7
5.1	Absolute Net Lease.....	7
5.2	Real Estate Taxes; Insurance Costs	7
5.3	Operating Expenses	7
ARTICLE 6	UTILITIES	8
ARTICLE 7	NON-APPROPRIATION.....	8
ARTICLE 8	USE; ACCESS	9
8.1	Access; Permitted Use	9
8.2	Prohibited Uses.....	9
ARTICLE 9	MAINTENANCE AND REPAIRS	9
9.1	Tenant’s Repair and Maintenance Obligations.....	9
9.3	Security.....	9
ARTICLE 10	ALTERATIONS.....	10
10.1	Permitted Alterations	10
10.2	Other Structures.....	10
10.3	Performance Requirements	10
10.4	Liens.....	10
ARTICLE 11	TENANT’S WORK	10
ARTICLE 12	SUBLETTING OR ASSIGNMENT.....	10
12.1	Landlord’s Consent.....	10
12.2	Profits	11
12.3	Landlord’s Review Fee.....	11
12.4	Restrictions	11
12.5	Joint and Several Liability.....	11
ARTICLE 13	INDEMNITY AND INSURANCE	11
13.1	Tenant’s Insurance Requirements	11
13.2	Landlord’s Insurance Requirements.....	11
13.3	Indemnification.....	12
ARTICLE 14	CASUALTY	12
14.1	Damage or Destruction	12
14.2	Notice of Damage	12
ARTICLE 15	ESTOPPEL CERTIFICATE.....	13
ARTICLE 16	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT	13
16.1	SNDA Requirements	13
16.2	Tenant’s Remedy	13
ARTICLE 17	LIMITATIONS ON LIABILITY	13
ARTICLE 18	CONDEMNATION	14
18.1	Full Taking	14
18.2	Partial Taking	14

18.3	Recovery for Tenant’s Property	14
ARTICLE 19	DEFAULT.....	14
19.1	Default of Tenant.....	14
19.2	Default of Landlord	16
ARTICLE 20	SURRENDER OF PREMISES.....	16
ARTICLE 21	HOLDOVER.....	16
ARTICLE 22	ENVIRONMENTAL PROVISIONS	16
ARTICLE 23	TRANSFER OF LANDLORD'S INTEREST.....	17
ARTICLE 24	RIGHT OF ENTRY	17
ARTICLE 25	FORCE MAJEURE.....	17
ARTICLE 26	SIGNAGE.....	17
26.1	Landlord’s Signage Rights.....	17
26.2	Tenant’s Signage Rights	17
ARTICLE 27	NOTICES.....	18
ARTICLE 28	EXTENSION OPTIONS.....	18
28.1	Tenant’s Extension Options	18
28.2	Fair Market Rent Determination	18
ARTICLE 29	BROKERS	19
ARTICLE 30	SEPARABILITY.....	19
ARTICLE 31	WAIVER OF JURY	19
ARTICLE 32	CHOICE OF LAW	19
ARTICLE 33	BINDING AGREEMENT.....	19
ARTICLE 34	WAIVER.....	19
ARTICLE 35	AUTHORITY	19
ARTICLE 36	NO RECORDATION.....	19
ARTICLE 37	COUNTERPARTS.....	19
ARTICLE 38	ENTIRE UNDERSTANDING	20

EXHIBITS

- Exhibit A – Depiction of the Leased Premises**
- Exhibit B – Legal Description of Land**
- Exhibit C – Form of Tenant Estoppel Certificate**
- Exhibit D – Form of SNDA**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 1st day of February, 2026 (the "Effective Date"), by **SANDRA COTLER, SOLE SURVIVING TRUSTEE OF THE SANDRA COTLER REVOCABLE TRUST, AN UNRECORDED TRUST AGREEMENT DATED OCTOBER 12, 2004** (hereinafter "Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic (hereinafter "Tenant"). Landlord and Tenant collectively referred to herein as the "Parties", each a "Party".

1. **DEFINITIONS:** Capitalized terms in this Lease shall have the meanings as follows:

1.1 "Abated Rent" shall mean the sum of One Hundred Eighty-Two Thousand Seven Hundred Eighty-Three and 95/100 Dollars (\$182,783.95) which is calculated as Base Rent, Insurance Costs and Real Estate Taxes for a five (5) month period from February 1, 2026 through June 30, 2026, which sum represents the incentive provided by Landlord to Tenant to enter into this Lease.

1.2 "Additional Rent" shall mean all sums due and payable by Tenant under this Lease not including Base Rent.

1.3 "Alteration" shall mean any improvement, alteration, addition or change not cosmetic in nature performed by Tenant to the Leased Premises including Tenant's Work.

1.4 "Approved Tenant" shall mean any Montgomery County, Maryland or State of Maryland government agency.

1.5 "Base Rent" shall mean the annual amount of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00), subject to escalation as set forth in Article 4, payable in consecutive monthly installments of Forty-Five Thousand and 00/100 Dollars (\$35,000.00).

1.6 "Broker" shall mean a licensed real estate broker who has at least 10 years relevant experience as a commercial broker in industrial rentals in the Washington, D.C. metropolitan and Rockville, Maryland market areas.

1.7 "Business Days" shall mean Monday through and including Friday, except holidays observed by the government of Montgomery County, Maryland.

1.8 "Environmental Regulations" shall mean any applicable law relating to public health, safety or the environment, including, without limitation, relating to handling, releasing, discharging, transporting or omissions of Hazardous Substances to air, water, land or groundwater and any regulation or final order or directive issued pursuant to any statute or ordinance, including without limitation the following: the Clean Air Act, the Federal Water Pollution Control Act ("FWPCA"), the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Solid and Hazardous Waste Amendments of 1984 ("RCRA"), the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Solid Waste Disposal Act, and any state statutes addressing similar matters, and any state statute providing for financial responsibility for clean-up or other actions with respect to the release or threatened release of any Hazardous Substances.

1.9 "Event of Default" shall mean the default of a Party beyond any applicable notice and cure period.

1.10 "Extension Option" shall mean an option for Tenant to renew the then current term of the Lease for a period of five (5) years.

1.11 "Extension Term" shall mean the five (5) year period commencing the day after the expiration of the then current term and expiring at 11:59 p.m. on the last day five (5) years thereafter (i.e., the first Extension Term would commence on February 1, 2047, and end at 11:59 p.m. on January 31, 2051).

1.12 "Fair Market Rent" shall mean the fair market rental rate that would be agreed

upon between a landlord and tenant for a comparable lease extension for comparable property in the Rockville, Maryland market area.

1.13 “Hazardous Substances” shall mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled including, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Regulations.

1.14 “Holdover” shall mean Tenant’s failure to surrender the Leased Premises as of 11:59 p.m. on the last day of the Term.

1.15 “Initial Lease Term” shall mean the initial twenty (20) year period of this Lease which commences on the Lease Commencement Date and ends at 11:59 p.m. on December 31, 2046.

1.16 “Insurance Costs” shall mean the annual cost to the Landlord during the term of this Lease of carrying any commercial/general liability insurance, all-risk casualty and hazard insurance with replacement cost endorsements, and any other insurance policies on the Property directly related to the operation of the Leased Premises, including Landlord's cost of carrying any fire and extended coverage policies, rental insurance policies or other policies, which Landlord may reasonably elect to carry.

1.17 “Interest Rate” shall mean be ten percent (10%) per annum; provided however, that if such rate of interest shall exceed the maximum rate allowed by law, the Interest Rate shall be automatically reduced to the maximum rate of interest permitted by applicable law.

1.18 “Landlord Management Fee” shall mean an annual fee equal to five percent (5%) of gross revenues derived from the Property.

1.19 “Landlord Transaction Expenses” shall mean the sum of Seven Hundred Twenty-Five Thousand and 00/100 Dollars (\$725,000.00), which represents the reasonable out-of-pocket expenses incurred by Landlord in connection with the initial leasing of the Property to Tenant, which expenses include brokerage commissions and attorney’s fees, to the extent actually paid by Landlord.

1.20 “Landlord’s Agent” shall mean each of Landlord’s employees, officers, contractors, or other agents.

1.21 “Landlord’s Broker” shall mean Scheer Partners, Inc.

1.22 “Landlord’s Mortgagee” shall mean the lienholder of the Property.

1.23 “Laws” shall mean all federal, state, and local laws including, without limitation, codes, regulations, zoning, building codes, Environmental Regulations, the American with Disabilities Act, city or county ordinances, and regulations of all public authorities.

1.24 “Lease Commencement Date” shall mean February 1, 2026.

1.25 “Lease Year” shall mean each twelve (12) month period commencing on the Lease Commencement Date during the Term (i.e., February 1 to January 31).

1.26 “Leased Premises” shall mean the approximately 3.11 acres or 135,470 square feet of contiguous unimproved land along Old Dover Road in Rockville, Maryland comprised of the following five (5) separate parcels: (i) approximately 27,442 square feet identified as Parcel P857 on State Department of Assessments and Taxation (SDAT) Tax Map GS41, and is further identified by SDAT Tax ID No. 04-00047440 (“Parcel 1-A”); (ii) approximately 23,522 square feet identified as Parcel P872 on State Department of Assessments and Taxation (SDAT) Tax Map GS41, and is further identified by SDAT Tax ID No. 04-00047416 (“Parcel 1-B”); (iii) approximately 19,602 square feet identified as Parcel P832 on State

Department of Assessments and Taxation (SDAT) Tax Map GS41, and is further identified by SDAT Tax ID No. 04-00047462 (“Parcel 1-C”); (iv) approximately 21,344 square feet identified as Parcel P910 on State Department of Assessments and Taxation (SDAT) Tax Map GS41, and is further identified by SDAT Tax ID No. 04-00047451 (“Parcel 1-D”); and (v) approximately 43,560 square feet identified as Parcel P928 on State Department of Assessments and Taxation (SDAT) Tax Map GS41, and is further identified by SDAT Tax ID No. 04-00047484 (“Parcel 1-E”). Parcel 1-A, Parcel 1-B, Parcel 1-C, Parcel 1-D and Parcel 1-E are shown and depicted on **Exhibit A** attached hereto and made a part hereof, the legal description for which are set forth on **Exhibit B**, attached hereto and made a part hereof. The street address for the Leased Premises is 14825 Old Dover Road, Rockville, Maryland 20850. For the sake of clarity, the Leased Premises is the unimproved land only and does not include Tenant’s Property, Tenant’s Work, or Alterations.

1.27 “Monthly Insurance Costs” shall mean an installment of Insurance Costs representing 1/12th of the estimated total annual Insurance Costs for any Lease Year, which are, as of the Effective Date, a monthly amount equal to Five Hundred Dollars (\$500.00), subject to escalation pursuant to Section 5.2.

1.28 “Monthly Real Estate Taxes” shall mean an installment of Real Estate Taxes representing 1/12th of the estimated total annual Real Estate Taxes for any Lease Year, which are, as of the Effective Date, a monthly amount equal to One Thousand Three Hundred Six and 79/100 Dollars (\$1,306.79) (i.e., Tenant’s Proportionate Share of the annual FY26 tax bill for the Property), subject to escalation pursuant to Section 5.2.

1.29 “Negotiation Period” shall mean the forty-five (45) day period in which Landlord and Tenant shall negotiate the Fair Market Rent for any applicable Extension Term.

1.30 “Operating Expenses” shall mean all those expenses incurred or paid on behalf of Landlord with respect to the operation, management and maintenance of the Property (including the Landlord Management Fee), which, in accordance with accepted principals of accounting practice as applied to the operation and maintenance of similar properties, are properly chargeable to the operation and maintenance of the Leased Premises. Notwithstanding the foregoing, Operating Expenses shall not include any of the following: (i) franchise or income taxes imposed on the Landlord, nor the cost of any special work or services performed for any other tenant; (ii) leasing costs (including leasing and brokerage commissions and similar fees, and professional costs and legal fees in connection with lease negotiations) except as provided in Sections 7.5 and 19.1(b)(ii); (iii) interest on, amortization of and any other charges, fees or expenses in respect of mortgages and other debts (if any); (iv) costs and expenses of obtaining, negotiating and closing any financing or refinancing of the Property (including, without limitation, attorney’s fees and disbursements); (v) with the exception of the Landlord Management Fee, amounts paid to Landlord or to affiliates of Landlord; (vi) profits, franchise, gains, estate, income, succession, gift, corporation, unincorporated business and gross receipts taxes imposed upon Landlord, or any interest or penalties for failure to timely pay those taxes or any other taxes; (vii) costs incurred with respect to a sale or transfer of all or any portion of the Property or any interest therein or in any person of whatever tier owning an interest therein; (viii) any interest, fine, penalty or other late charges payable by Landlord, incurred as a result of late payments; (ix) management fees in excess of five percent (5%) of gross revenues derived from the Property; (x) depreciation, amortization and interest payments, except as provided herein; and (xi) notwithstanding any contrary provision of the Lease, including, without limitation, any provision relating to capital expenditures, any and all costs arising from the presence of hazardous materials or substances in or about the Property, except to the extent Tenant is responsible as set forth in Article 22 of this Lease

1.31 “Permitted Use” shall mean Tenant’s use of the Leased Premises as bus depot for the maintenance, repair, above-ground fueling facilities, and parking of buses, vehicle storage, other ancillary uses associated with bus depot operations, and other uses as permitted in accordance with Article 8. Tenant is strictly prohibited from installing any underground storage tanks.

1.32 “Pre-Occupancy Phase II Environmental Report” shall mean that certain environmental site assessment prepared by Apex on behalf of Tenant performed in January 2026, concerning the Leased Premises.

1.33 “Property” shall mean the entire Leased Premises.

1.34 “Real Estate Taxes” shall mean, collectively, any form of assessment, license fee, license tax, business license fee, transit tax or fee, commercial rental tax, levy, charge, penalty (other than tax penalties incurred as a result of Landlord’s gross negligence, inability or unwillingness to make payments when due) tax or similar imposition, imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, transportation or other improvement or special assessment district thereof, as against any legal or equitable interest of Landlord in the Property, or any portion thereof and included on Landlord’s real property tax bill, which may include, but is not limited to, the following: (i) any tax on Landlord’s right to rent or right to other income from the Property, except to the extent such rent or other income from the Property is taxed as a part of Landlord’s net income; (ii) all real estate taxes payable (adjusted after protest or litigation, if any) for any Lease Year on the Property during the Term; (iii) any taxes which shall be levied in lieu of any such real estate taxes against the Property; and (iv) any special assessments against the Property which shall be required to be paid during the Lease Year in respect to which real estate taxes are being determined.

1.35 “Rent” shall mean Base Rent together with Additional Rent.

1.36 “Rent Commencement Date” shall mean July 1, 2026.

1.37 “Substantial Part” shall mean such part or portion that the remainder thereof cannot practicably be repaired and improved so as to be rendered adequate to permit Tenant to carry on with the Permitted Use with substantially the same efficiency as before an action for condemnation.

1.38 “Taking or Taken” shall mean the condemnation of the Leased Premises by eminent domain including a negotiated sale or lease and transfer of possession to a condemning authority under bona fide threat of condemnation for public use.

1.39 “Tenant Estoppel Certificate” shall mean that certain certificate prepared by Tenant certifying certain terms of this Lease.

1.40 “Tenant’s Agent” shall mean each of Tenant’s public officials, employees, or volunteers acting within the scope of their duties, expressly excluding any other third parties, including without limitation, any agents, contractors, subcontractors, consultants, vendors, suppliers, licensees, invitees, permittees or other persons or entities, whether or not present at or performing work at the Premises and whether or not doing business with or related to Tenant.

1.41 “Tenant’s Negligence” shall mean the negligent or wrongful act of Tenant or Tenant’s public officials, employees and volunteers acting within the scope of their duties, as determined by a court of competent jurisdiction.

1.42 “Tenant’s Proportionate Share” shall mean one hundred percent (100%).

1.43 “Tenant’s Property” shall mean any trade fixtures or other fixtures, chattel, or other non-permanent and movable objects, furniture or equipment installed by Tenant in or upon the Leased Premises.

1.44 “Tenant’s Work” shall mean all construction and related site work performed by Tenant in accordance with Article 11 to improve the Leased Premises for the Permitted Use.

1.45 “Term” shall mean the Initial Lease Term and any applicable Extension Term(s) unless otherwise terminated sooner in accordance with the terms of this Lease.

2. **LEASED PREMISES:** Commencing on the Lease Commencement Date and continuing throughout the Term, subject to earlier termination in accordance with this Lease, Landlord shall lease to Tenant and Tenant shall lease from Landlord the Leased Premises upon the terms and conditions set forth in this Lease.

3. **DELIVERY AND CONDITION OF LEASED PREMISES:** Commencing on the Effective Date and continuing through 11:59 p.m. on the day before the Lease Commencement

Date, Landlord shall, upon request from Tenant, provide reasonable access to the Leased Premises for planning and design efforts in connection with Tenant's Work; provided, however, prior to any such access by Tenant, the Parties shall execute a mutually agreed upon right of entry agreement. On the Lease Commencement Date, Landlord shall deliver the Leased Premises to Tenant: (i) with full and uninterrupted access on a calendar daily basis for Tenant to perform Tenant's Work; and (ii) vacant and clear. Notwithstanding the forgoing, Tenant shall accept the Leased Premises in its otherwise "AS-IS", "WHERE-IS" condition.

4. **RENT:** Commencing on the Rent Commencement Date, Tenant shall pay monthly installments of Rent due and payable under this Lease to Landlord on or before the tenth (10th) day of each calendar month during the Term, without prior demand from Landlord. If Base Rent is not paid by the tenth (10th) day of the calendar month in which it is due: (i) a late fee in an amount equal to five percent (5%) of the then current monthly Base Rent shall accrue; and (ii) interest at the Interest Rate shall accrue on such delinquent Base Rent (excluding any late fees) until the date paid; both of which shall be paid by Tenant as Additional Rent with the next installment of Base Rent due and owing. Rent shall be payable to Landlord via ACH transfer pursuant to instructions provided by Landlord to Tenant prior to the Lease Commencement Date. Landlord shall assess an administrative fee in the amount of fifty dollars (\$50.00) for any returned check by Tenant's bank which shall be paid by Tenant as Additional Rent with the next installment of Base Rent due and owing. Landlord reserves the right to change the method of delivery for Rent payments or the amount of the administrative fee for returned checks by providing advance notice to Tenant. In the event Rent is due for any fractional monthly period under this Lease, each such payment shall be prorated on a per diem basis based upon the number of days in the calendar month such payment is due. Commencing on the first anniversary of the Lease Commencement Date (i.e., February 1, 2027) and each anniversary thereafter, the amount of Base Rent to be paid by the Tenant shall escalate at the rate of two and three-quarters percent (2.75%) per year.

5. **ABSOLUTE NET LEASE; REAL ESTATE TAXES; INSURANCE COSTS AND OPERATING EXPENSES:**

5.1 Absolute Net Lease. This Lease shall be an absolute net lease. Tenant's proportionate share of Real Estate Taxes, Insurance Costs and Operating Expenses is one hundred percent (100%). Except to the extent expressly set forth in this Lease to the contrary, Tenant shall pay all Real Estate Taxes and Insurance Costs for the Leased Premises for each Lease Year as Additional Rent. Tenant shall be responsible for all Operating Expenses as set forth in Section 5.3.

5.2 Real Estate Taxes; Insurance Costs. Landlord shall timely pay Real Estate Taxes and Insurance Costs. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as Additional Rent, Monthly Real Estate Taxes and Monthly Insurance Costs. Annually, Tenant's payments for Monthly Real Estate Taxes and Insurance Costs shall be reconciled by Landlord. Landlord shall submit to Tenant a reconciliation statement with any supporting documentation that may be reasonably requested by Tenant. In the event the actual amount of Real Estate Taxes or Insurance Costs paid by Landlord during any Lease Year are greater than or less than the aggregate of all installments of Additional Rent for Monthly Real Estate Taxes and/or Monthly Insurance Costs paid by Tenant during such Lease Year, then Tenant shall pay to Landlord the amount of such underpayment within thirty (30) days after Landlord's written demand or in the event of overpayment, Landlord shall credit Tenant for the amount of such overpayment on the next monthly installment of Rent due and payable after the annual reconciliation. Landlord may, in its sole but reasonable discretion, adjust the amount of the Monthly Real Estate Taxes or Monthly Insurance Costs from time to time by providing notice of such request with the said annual reconciliation statement provided, however, that Landlord may also adjust the amount of Monthly Real Estate Taxes or Monthly Insurance Costs prior to the Rent Commencement Date based on updated tax bills or invoices, provided thirty (30) days' advance written notice is provided to Tenant.

5.3 Operating Expenses.

(a) Commencing on the Lease Commencement Date, Tenant shall be directly responsible for all Operating Expenses for the Leased Premises throughout the Term as Additional Rent. Operating Expenses shall be invoiced by Landlord directly to Tenant as necessary and paid by Tenant within thirty (30) days after Landlord's written demand therefor.

(b) In addition to Operating Expenses, Tenant shall be responsible for all expenses of

every kind and nature in connection with Tenant's management, repair, maintenance, restoration, and/or operation of the Leased Premises. On or before December 15th of each calendar year, Tenant shall provide Landlord with an annual report of the anticipated expenditure of such expenses, together with Operating Expenses for the next Lease Year based upon Tenant's records for the Leased Premises, to provide Landlord with a forecast of the amounts sought for Rent appropriations in accordance with Tenant's budgetary process described in Section 7.3.

6. **UTILITIES**: The Parties acknowledge the Leased Premises is not presently served by any utilities. If, following Landlord's advance written approval, Tenant elects to extend utility services to the Leased Premises, Tenant shall, at its expense, place all electric, gas, water and sewer and other utility services in its name and maintain all permits necessary for its operation in and occupancy of the Leased Premises. Tenant shall pay for any utility service directly to the provider furnishing for utilities consumed during the Term. In the event Tenant fails to timely pay for any utility service, Landlord shall have the right, but not the obligation, to pay any such sum after ten (10) days' written notice to Tenant. Any sum so paid by Landlord shall be deemed Additional Rent and shall be payable within five (5) days after demand. Tenant's obligations for the payment of the costs incurred for utilities which serve the Leased Premises prior to the termination of this Lease shall survive such termination. Any improvements made to the Property by Tenant in accordance with the foregoing provisions of this Section 6 shall constitute Alterations for purposes of this Lease, and shall be subject to removal or restoration by Tenant in accordance with Section 10.1.

7. **NON-APPROPRIATION**:

7.1 Landlord specifically acknowledges that Tenant shall include in its March 2026 budget, funds for the payment of Rent for the first Lease Year of the Term only, which shall be subject to council approval (which is expected May 2026) and, if so approved, will be available as of July 1, 2026. Landlord further acknowledges and agrees that Tenant's obligation under the Lease to pay Rent in future Lease Years is subject to, limited by and contingent upon the appropriation and availability of funding for such purpose in future Lease Years. Tenant makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of Rent. Landlord acknowledges and agrees that Tenant's budget constitutes an executive and legislative function that cannot be contracted away. Landlord irrevocably waives any claim for unpaid Rent or other damages of any kind or nature whatsoever against Tenant if funds are not appropriated in future Lease Years for payment of Rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of Tenant to appropriate funds. Landlord does not waive any claims which arise from Tenant's performance of its obligations under the Lease prior to the date of non-appropriation. Notwithstanding anything contained in this Lease to the contrary, it is agreed and understood that (i) the limitation of appropriation of funds for payment of Rent does not in any way limit Tenant's obligations or liability (both monetary and non-monetary) that arose prior to the expiration of the Term or earlier termination of this Lease and which, per the express terms of this Lease, survive the expiration of the Term or earlier termination of this Lease, including without limitation, Tenant's restoration obligations in accordance with Section 10.1, and Tenant's indemnification obligations under Sections 13.3 and 22.2; (ii) Tenant may only terminate this Lease for non-appropriation in accordance with this Article 7; and (iii) the provisions of this Article 7 shall not be used by Tenant as a substitute for termination of this Lease by Tenant for convenience.

7.2 If Tenant, in its sole discretion, elects not to appropriate funds for payment of Rent in future Lease Years, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

7.3 Tenant's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on Tenant's budget will take place each May for the upcoming fiscal year, between the 15th and 31st of said month. Tenant shall give Landlord notice, in writing, no later than seven (7) Business Days after a final decision not to appropriate funds sufficient for Tenant to pay Rent for a full fiscal year under this Lease, together with a copy of the signed resolution of the County Council for Montgomery County, Maryland for such non-appropriation. Such notice shall: (i) clearly state the number of months, if any, in Tenant's upcoming fiscal year for which Tenant has appropriated funds sufficient to pay Rent; and (ii) state the date by which Tenant shall vacate the Leased Premises, which date shall not be earlier than thirty (30) days following the date of the written notice, upon which date

this Lease shall terminate. This Lease is not intended to create any rights or causes of action in any third parties or to increase Tenant's liability above the caps established by law.

7.4 Tenant shall give notice to Landlord no later than June 30 of each year stating the amount budgeted and appropriated by Tenant is sufficient for all payments of Rent required to be made by Tenant under this Lease during the fiscal year commencing on the immediately succeeding July.

7.5 Notwithstanding anything to the contrary, if, prior to the end of the Initial Lease Term, this Lease is terminated by Tenant, pursuant to this Article 7 on account of non-appropriation, Tenant shall pay to Landlord an amount equal to the unamortized portion (as of the date of such termination) of Abated Rent and Landlord Transaction Expenses based on a straight line amortization schedule over the Initial Lease Term. Tenant's liability under this Section 7.5 shall survive the termination of this Lease.

8. **USE; ACCESS:**

8.1 Access; Permitted Use. Tenant shall have exclusive access to the Leased Premises twenty-four (24) hours per day, every day of the calendar year during the Term. Tenant and or Tenant's Agent are permitted to use the Leased Premises for the Permitted Use. Tenant shall use the Leased Premises in accordance with all Laws. Upon Landlord's advance written approval, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant may use the Leased Premises for other legally permitted uses, provided no alternative or ancillary use shall at any time involve the use, manufacture, or storage of Hazardous Substances except to the extent lawfully used for the Permitted Use. Landlord represents and warrants to its knowledge that the life estate for the life of George Pointer with respect to Parcel 1-C shall not interfere with Tenant's Permitted Use of the Leased Premises during the Term.

8.2 Prohibited Uses. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Leased Premises, or do or permit anything to be done in the Leased Premises or the Property in any manner that may (a) be unlawful; (b) cause, or be liable to cause, injury to, or in any way impair the proper utilization of all or any portion of the Leased Premises; (c) constitute a violation of the laws and requirements of any insurance bodies, including any covenant, condition or restriction affecting the Property; or (d) impair or tend to impair the character or appearance of the Leased Premises; provided, however, that (i) the lawful use, storage and handling of fuels, oils, lubricants, DEF, cleaning agents and similar materials incidental to the Permitted Use, in compliance with Environmental Regulations, will not be deemed a prohibited use; and (ii) nothing in this Section 8.2 will be construed to prohibit the lawful operation of above ground fueling facilities expressly included in the Permitted Use.

9. **MAINTENANCE AND REPAIRS; SECURITY:**

9.1 Tenant's Repair and Maintenance Obligations.

(a) Tenant shall at all times maintain the Leased Premises in good condition and in accordance with all applicable Laws. Tenant shall, at its sole cost and expense, maintain, repair and replace all aspects of the Leased Premises and its appurtenances, which include but are not limited to parking area maintenance, grass cutting and landscape maintenance, snow and ice removal, utility lines and other infrastructure (if any) and any improvements hereinafter constructed on the Leased Premises.

(b) Tenant shall be responsible for the maintenance and repair of Tenant's Property and Alterations. Tenant shall be responsible for the loss, claim, damage, destruction or injury to Tenant's Property and Alterations in, on or about the Leased Premises to the extent such loss, claim, damage or injury is not caused by the gross negligence or willful misconduct by Landlord.

9.2 Security. Tenant acknowledges that (i) Rent does not include the cost of any security measures for any portion of the Property; (ii) Landlord shall have no obligation to provide any such security measures; (iii) Landlord has made no representation to Tenant regarding the safety or security of the Property; and (iv) Tenant will be solely responsible for providing any security it deems necessary to protect itself, Tenant's Property and Tenant's Agents, in, on, about, or with respect to the Property.

10. **ALTERATIONS:**

10.1 **Permitted Alterations.** Tenant shall not make any Alterations to the Leased Premises without first securing the written consent of Landlord, which consent shall not be unreasonably withheld conditioned or delayed. Any approved Alteration shall, at the expiration of the Term become the property of Landlord, or, at Landlord's option, indicated in writing to Tenant at the time of Landlord's consent, be restored by Tenant at its expense to its former condition. Any Alteration not approved in accordance with this Section 10.1, shall, at Landlord's option at the expiration of the Term, become the property of Landlord, or restored by Tenant at its expense to its former condition. Notwithstanding the foregoing, Tenant shall have the right to remove Tenant's Property provided Tenant shall be responsible for any damages to the Leased Premises caused by such removal. Tenant's obligations hereunder with respect to the removal or restoration of any Alterations shall survive the termination of this Lease.

10.2 **Other Structures.** Tenant shall, upon Landlord's advance written approval which shall not be unreasonably withheld, conditioned, or delayed, have the right to construct temporary structures and improvements on the Land (including fencing portions of the Leased Premises) without any requirement to pay Landlord Additional Rent or other consideration for such temporary structures or improvements. Any structure or device approved in accordance with this Section 10.2 shall be deemed an Alteration subject to the restoration requirements set forth in Section 10.1.

10.3 **Performance Requirements.** Tenant shall perform all Alterations at its expense and in compliance with Laws. Tenant shall, at its own expense, comply with and perform all obligations required by any notice served upon it or Landlord in connection to any part of the Leased Premises, from any public authority, if the same shall be caused by Tenant's use of the Property, or any Alteration.

10.4 **Liens.** Tenant shall ensure no liens attach to the Leased Premises by virtue of any Alteration, and that if any such lien is filed, Tenant shall cause the same to be removed at its expense within thirty (30) days. If Landlord receives notice of any violation of Law related to the Property, Landlord shall notify Tenant of such violation within five (5) days of Landlord's receipt of such notice. Landlord may, at its option, discharge any mechanics' lien not discharged by Tenant within such thirty (30) day period, and Tenant, upon written demand from Landlord, shall reimburse Landlord for any such expense incurred by Landlord including Landlord's costs and attorney's fees. Tenant's reimbursement payment to Landlord for such expense shall be deemed Additional Rent. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no mechanics' or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Leased Premises.

11. **TENANT'S WORK:** Tenant shall perform or cause to be performed Tenant's Work, at its expense and in accordance with all Laws and plans approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for coordinating and performing Tenant's Work. Landlord and Landlord's Agents shall have the right to review, monitor and approve all plans and materials involved in Tenant's Work. Tenant's Work shall be deemed an Alteration subject to the provisions of Article X.

12. **SUBLETTING OR ASSIGNMENT:**

12.1 **Landlord's Consent.** Tenant shall not sublease or assign this Lease or the Leased Premises, in whole or part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, and provided Tenant is not then in default beyond any applicable notice and cure period, Tenant may sublease or assign this Lease to an Approved Tenant, without Landlord's approval or consent upon thirty (30) days' prior written notice to Landlord. Montgomery County Public Schools shall be Tenant's initial subtenant under this Lease and is hereby deemed an Approved Tenant. The Parties agree that the notice required under this Section 12.1 shall be deemed satisfied with respect to Montgomery County Public Schools. In the event Tenant desires to sublease or assign this Lease to a party that is not expressly approved under this Article 12, Tenant shall provide notice thereof to Landlord at least ninety (90) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any

sublease or assignment and relevant financial information of the proposed subtenant or assignee as Landlord reasonably requests and Landlord shall have the right to review any such assignment or sublease for form and substance reasonably satisfactory to Landlord prior to execution by the parties.

12.2 Profits. In the event of an assignment or sublease by Tenant fifty percent (50%) of all surplus rent or profit paid, after all customary transaction expenses incurred by Tenant (including but not limited to tenant improvement allowances, rent abatement, brokerage commissions and legal expense, if any, in connection with such assignment or sublease) shall be contemporaneously paid to Landlord as Additional Rent. No assignment or sublease shall relieve or otherwise absolve Tenant of its obligation to pay Rent or otherwise comply with the terms of this Lease.

12.3 Landlord's Review Fee. Tenant shall pay as Additional Rent, Landlord's reasonable attorney's fees and out-of-pocket expenses up to an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00), for Landlord's related costs to review Tenant's request to assign or sublease (excluding an Approved Tenant).

12.4 Restrictions. Notwithstanding any other provision contained in this Article 12, it shall be considered reasonable for Landlord to withhold its consent to any assignment or sublease of this Lease for any portion of the Leased Premises if the proposed assignee or sublessee is a person or entity, excluding an Approved Tenant: (a) with which Landlord is already in negotiation; (b) is incompatible with the character or occupancy of the Property; (c) with a credit rating that is not equal to or better than that of Tenant at the time of the proposed assignment; or (d) would subject the Leased Premises to a use which would: (i) involve increased wear upon the Leased Premises; or (ii) require any addition to or modification of the Leased Premises or the Property in order to comply with building code or other governmental requirements. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 12 shall be void.

12.5 Joint and Several Liability. Notwithstanding anything to the contrary, Tenant shall remain jointly and severally liable hereunder, together with any Approved Tenant or other permitted assignee, for the obligations of Tenant under this Lease, to the extent such Approved Tenant or other permitted assignee is a Montgomery County, Maryland government agency.

13. INDEMNITY AND INSURANCE:

13.1 Tenant's Insurance Requirements. Tenant is self-insured through the Montgomery County Self Insurance Fund established under Section 20-37 of the Montgomery County Code, as amended, which self-insurance shall be the primary coverage for Tenant. Coverages include General Liability coverage with limits of liability of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) per individual claim and Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) in total for all claims arising from the same occurrence and Commercial All Risk Property coverage for Tenant's Property, Tenant's Work and Alterations. Tenant's insurance coverage as set forth above shall not act as a limitation of liability, unless required by law and in all cases subject to Article 17. To the extent available in connection with the Montgomery County Self Insurance Fund, Tenant shall provide Landlord with a certificate of insurance reflecting the coverages set forth above. Tenant shall name Landlord as an additional insured on any policy obtained from Tenant's contractors with respect to any Tenant's Work or other Alteration.

13.2 Landlord's Insurance Requirements. Landlord shall be required to carry for the Property, as part of Landlord's Insurance Costs, (a) in amounts and coverages determined by Landlord (but not less than the replacement cost of the property so insured), with or without deductibles, insurance coverage in the form of an "all-risk" type policy against loss or damage by fire, flood, windstorm, hail, explosion, damage from aircraft and vehicles and smoke damage, and such other risks as are from time to time included in a standard extended coverage endorsement, insuring the Property (exclusive of Tenant's Property and Alterations); (b) commercial general liability insurance (including coverage for damage or injury caused by the negligence or willful act or omission of Landlord) in an amount of no less than One Million dollars (\$1,000,000) per occurrence and Two Million dollars in the aggregate; (c) business automobile liability insurance with a minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles; (d) workers' compensation/employers' liability insurance meeting all statutory

requirements of the State of Maryland law and with the following minimum employers' liability limits: bodily injury by accident – one hundred thousand dollars (\$100,000) each accident, bodily injury by disease - five hundred thousand dollars (\$500,000) policy limits, and bodily injury by disease - one hundred thousand dollars (\$100,000) each employee; and (e) any other insurance which Landlord determines in its reasonable judgment is proper with respect to the Property, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions; all such insurance in form and amounts as determined in Landlord's reasonable business judgment. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Landlord's insurance shall not cover any loss or liability with respect to Tenant's Property, Tenant's Work, or any Alteration. Tenant shall look solely to its own insurance in connection with any such loss or liability and hereby releases Landlord and its insurers from the same, subject to Article 17.

13.3 Indemnification.

(a) Tenant shall, and does hereby, indemnify and hold Landlord harmless from and against any and all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature (including attorneys' fees if awarded by the court) to the extent due to: (i) Tenant's Negligence; (ii) arising out of any mechanic's lien filed against the Property, for labor performed or for materials furnished to Tenant, in each case to the extent caused by Tenant; (iii) any governmental action with respect to an Alteration, unless any such damage or injury shall be caused by the gross negligence or willful act or omission of the Landlord or Landlord's Agents, in which event, Landlord shall indemnify and hold Tenant harmless to the extent of such gross negligence or willful act or omission; or (iv) the unlawful use, storage or placement of any Hazardous Substances upon the Leased Premises if brought or placed thereon by Tenant or Tenant's Agents in violation of any applicable Environmental Regulations.

(b) Landlord shall, and does hereby, indemnify and hold Tenant harmless from and against any and all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature (including attorneys' fees if awarded by the court) to the extent arising from (i) Landlord's gross negligence or willful acts or omissions; (ii) pre-existing environmental conditions at the Property; and (iii) environmental conditions not introduced by Tenant. Nothing in this Section 13.3 expands either Party's liability beyond the limitations set forth in Article 17, and neither Party will be liable to the other for consequential, incidental, special, exemplary, or punitive damages in connection with this Article 13.

(c) The indemnification obligations set forth in this Section 13.3 shall survive the termination of this lease.

14. CASUALTY:

14.1 Damage or Destruction. If the Leased Premises is damaged by fire or other casualty but is not thereby rendered untenable in whole or in part, Landlord shall, subject to the limitations set forth in this Lease, cause such damage to be repaired, and Rent shall not be abated. If by reason of any damage or destruction to the Leased Premises, the Leased Premises shall be rendered untenable in whole or in part: (i) Landlord, at its option, at its own expense, subject to the limitations set forth in this Lease, may cause the damage to be repaired, and the Rent shall not be abated; or (ii) Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within forty-five (45) days from and after the occurrence of such damage or destruction, to terminate this Lease, and Rent shall be adjusted as of such date of termination. In no event shall Landlord be obligated to expend for any repairs or reconstruction pursuant to this Section 14.1 in an amount in excess of the insurance proceeds, if any, recovered by it and allocable to the damage to the Property after deducting therefrom Landlord's reasonable expenses in obtaining such proceeds and any amounts required to be paid to Landlord's Mortgagee. Tenant shall follow any commercially reasonable procedure for the restoration of the Leased Premises which may be required by Landlord's insurance provider or Landlord's Mortgagee. Notwithstanding the foregoing, in the event Tenant is unable to occupy a Substantial Part of the Leased Premises for the Permitted Use beyond a period of ninety (90) days, Rent shall be proportionately abated until the Leased Premises, in whole or in part, has been repaired to its prior condition.

14.2 Notice of Damage. Tenant shall provide notice to Landlord of any accident or damage, whether such accident or damage is caused by an insured or uninsured casualty, occurring

in, on, or about the Leased Premises within five (5) Business Days after Tenant has knowledge of the occurrence of such accident or damage.

15. **ESTOPPEL CERTIFICATE**: At any time, and from time to time, upon the written request of Landlord or Landlord's Mortgagee, Tenant, within thirty (30) days of the date of such written request, shall execute and deliver to Landlord and/or Landlord's Mortgagee a commercially reasonable Tenant Estoppel Certificate in substantially the form attached as **Exhibit C** and made apart hereof. The failure of Tenant to execute, acknowledge, and deliver to Landlord and/or any mortgagee a statement in accordance with the provisions of this Paragraph within the period set forth herein shall constitute an acknowledgment by Tenant that may be relied upon by any person holding or intending to acquire any interest whatsoever in the Leased Premises, that this Lease has not been assigned, amended, changed, or modified, is in full force and effect, and that the Rent has been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement. Such failure shall also constitute as to any persons entitled to rely on such statements a waiver of any defaults by Landlord or defenses, set-offs, recoupments, or counterclaims against the enforcement of this Lease by Landlord which may exist prior to the date of the written request.

16. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT**:

16.1 **SNDA Requirements**. Tenant's interest in this Lease shall be subject and subordinate in all respects to any fee owner, ground or prime lease (including, without limitation, any master lease agreement resulting from a sale or sale leaseback by Landlord of its interest in the Property to a third party) or the lien of any mortgage or deed of trust (including renewals, modifications, consolidations, replacements, extensions or substitutions thereof) which may now or hereafter be placed on the Property. If Landlord's interest in the Property is acquired by Landlord's Mortgagee or a purchaser either through foreclosure sale or a deed in lieu thereof, Tenant agrees, at the election and upon the written demand of such successor, to attorn to Landlord's successor in interest in the Property and recognize it as Landlord under this Lease. No later than thirty (30) days after the mutual execution and delivery of this Lease, and during the Term, within thirty (30) days upon request from either Party, Landlord shall deliver to Tenant a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA"), in substantially the form attached hereto as **Exhibit D** and made a part hereof (subject to approval by Landlord's Mortgagee), from Landlord's Mortgagee pursuant to which: (i) Mortgagee shall not disturb or interfere with Tenant's possession or occupancy of the Leased Premises, provided Tenant is not then in default beyond any applicable notice and cure period; (ii) Tenant shall attorn to said Landlord's Mortgagee; (iii) Tenant shall not be joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclose thereunder, unless such joinder is required for jurisdictional purposes; and (iv) Landlord's Mortgagee shall have a reasonable opportunity to perform Landlord's obligations after the date of notice of any default by Landlord, provided by Tenant.

16.2 **Tenant's Remedy**. If the Property is subject to a mortgage or other similar lien of Landlord's Mortgagee, if any, and Landlord has not provided Tenant with an SNDA within thirty (30) days after mutual execution and delivery of this Lease or after request by Tenant during the Term, then Tenant shall have the right to send Landlord a notice requesting Landlord to notify Tenant of the status of the SNDA. If Landlord indicates in response to Tenant's notice that Landlord's Mortgagee has not provided an SNDA, or if Landlord fails to respond to Tenant's notice within ten (10) Business Days after Landlord's receipt of it, then each Party shall have the right to terminate this Lease by notice to the other Party. In the event this Lease is so terminated, then the Parties shall have no further rights or obligations hereunder.

17. **LIMITATIONS ON LIABILITY**:

(a) Notwithstanding anything to the contrary contained in this Lease, any obligation or liability of Tenant arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by Tenant in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (the "LGTCA"); and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time to the extent applicable. Any indemnification given by Tenant in this Lease is not intended to create any rights or causes of action in any third parties or to increase Tenant's liability above the caps provided in the County Indemnification Statutes, to the extent applicable. Any increases in any applicable caps shall apply automatically to this Lease.

(b) To the fullest extent permitted by law, neither Party will be liable to the other for any consequential, incidental, special, exemplary, or punitive damages (including lost profits, loss of business opportunity, or diminution in value), whether arising in contract, tort (including negligence), strict liability, or otherwise, and whether or not foreseeable.

(c) Notwithstanding anything to the contrary contained in this Lease, the recovery of any judgment from Landlord shall be limited to Landlord's interest in the Property, proceeds from sale or condemnation thereof or any insurance proceeds payable in respect of Landlord's interest in the Property, without personal recourse to Landlord. The Parties hereby agree that any trustee, officers, agent, directors, or employee of Landlord shall not be personally liable for any such judgment. The foregoing shall not, limit any right Tenant may have under the terms of this Lease or in equity against Landlord or Landlord's successors in interest for any (i) non-monetary suit or action; or (ii) suit or action in connection with the enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

18. CONDEMNATION:

18.1 Full Taking. If, during the Term, all or a Substantial Part of the Leased Premises shall be Taken by or under power of eminent domain, this Lease shall terminate as of the date of the Taking, and the Rent shall be apportioned to and abate from and after, the date of Taking. Except as set forth in Section 18.3, Tenant shall have no right to participate in any award or damages for such Taking and hereby assigns all of its right, title and interest therein to Landlord. Landlord alone shall have the right to negotiate with the condemning authority and conduct and settle all litigation connected with the condemnation.

18.2 Partial Taking. If, during the Term, less than a Substantial Part of the Leased Premises is taken by or under power of eminent domain, this Lease shall remain in full force and effect according to its terms; and except as set forth in Section 18.3, Tenant shall not have the right to participate in any award or damages for such Taking and hereby assigns all of its right, title and interest in to Landlord. In such event Landlord shall, at its expense, promptly make such repairs and improvements as shall be necessary to make the remainder of the Leased Premises adequate to permit Tenant to use the Leased Premises for the Permitted Use to substantially the same extent and with substantially the same efficiency as before the Taking. In no event shall Landlord be required to (i) expend an amount in excess of the award received by Landlord for such Taking; or (ii) make repairs to Tenant's Property or Alterations. If, as a result of such Taking, any material part of the Leased Premises is rendered permanently unusable, the Rent shall be proportionately abated. If the Taking does not render any material part of the Leased Premises unusable, there shall be no abatement of Rent.

18.3 Recovery for Tenant's Property. Nothing herein shall be deemed to prevent Tenant from claiming and receiving from the condemning authority, if legally payable, compensation for the Taking of Tenant's Property and such amount as may be payable by statute or ordinance toward Tenant's removal and relocation expenses.

19. DEFAULT:

19.1 Default of Tenant:

(a) Any of the following events shall constitute an Event of Default by Tenant:

(i) Base Rent is in arrears, in whole or in part beyond a period of fifteen (15) days;

(ii) Additional Rent (excluding Monthly Real Estate Taxes, Monthly Insurance Costs and Monthly Operating Costs which shall be treated as Base Rent for purposes of this Section 19(a)), is in arrears, in whole or in part beyond a period of thirty (30) days;

(ii) Tenant fails to perform any term, condition, or covenant of this Lease on its part to be performed for a period of thirty (30) days after notice of such failure from Landlord (or such longer period as may be reasonably necessary to cure such default, provided Tenant proceeds with diligence to cure such default at the earliest practicable date);

(iv) Tenant is adjudicated bankrupt or insolvent by any court of competent jurisdiction, or if any such court enters an order, judgment or decree finally approving any petition against Tenant seeking reorganization, liquidation, dissolution or similar relief or if a receiver, trustee, liquidator or conservator is appointed for all or substantially all of Tenant's assets and such appointment is not vacated within thirty (30) days after the appointment, or if Tenant seeks or consents to any of the relief hereinabove enumerated in this Section 19.1(a)(iv) or files a voluntary petition in bankruptcy or insolvency or makes an assignment of all or substantially all of its assets for the benefit of creditors or admits in writing of its inability to pay its debts generally as they come due; and

(vi) If Tenant's leasehold interest under this Lease is sold under execution, attachment or decree of court to satisfy any debt of Tenant, or if any lien (including a mechanic's lien) is filed against Tenant's leasehold interest and is not discharged within thirty (30) days thereafter.

(b) Upon the occurrence of an Event of Default as defined in Section 19.1(a) hereof:

(i) Landlord, in addition to any and all legal and equitable remedies it may have, shall have the right, with respect to any monetary default, to declare this Lease terminated and enter the Leased Premises;

(ii) If the Event of Default is prior to the end of the Initial Lease Term, Tenant shall pay to Landlord an amount equal to the unamortized portion (as of the date of such termination) of Abated Rent and Landlord Transaction Expenses based on a straight line amortization schedule over the Initial Lease Term;

(iii) Tenant shall immediately be liable to Landlord for the sum of the following: (A) all Rent then in arrears, together with any unpaid late fees and/or interest; (B) all other liabilities of Tenant and damages sustained by Landlord as a result of such Event of Default, including, but not limited to, the reasonable costs of reletting the Leased Premises and any broker's commissions payable as a result thereof; (C) all of Landlord's costs and expenses (including Landlord's administrative costs and reasonable counsel fees) in connection with such default and recovery of possession; and (D) the difference between the rent reserved under this Lease for the balance of the Term and the fair rental value of the Leased Premises for the balance of the Term to be determined as of the date of reentry; or at Landlord's option in lieu thereof, Tenant shall pay the amount of Rent reserved under this Lease at the times herein stipulated for payment of Rent for the balance of the Term, less any amount received by Landlord during such period from others to whom the premises may be rented on such terms and conditions and at such rentals as Landlord, in its sole discretion, shall deem proper; and (E) any other damages as determined by a court of competent jurisdiction; and

(iv) Any liability of Tenant pursuant to this Section 19.1(b) that arises prior to the termination of this Lease shall survive such termination.

(c) Landlord shall employ reasonable efforts to mitigate its damages. Landlord shall in no event be liable in any way for failure to relet the Leased Premises. No act of Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Leased Premises by Landlord.

(d) No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. Except as provided in Section 19.2(b), no payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction.

(e) Notwithstanding anything contained in this Section 19.1, and except with respect to matters of bankruptcy or insolvency or as otherwise specified in this Lease, before any monetary Event of Default shall be deemed to have occurred, Tenant shall be entitled to a period of fifteen (15) days after notice to cure. For non-monetary Events of Default, Tenant shall have fifteen (15) days after notice to cure any default, provided Tenant employs diligent and good faith efforts to

cure such default, time being of the essence.

19.2 Default of Landlord:

(a) Any of the following events shall constitute an Event of Default by Landlord:

(i) Landlord fails to perform any term, condition, or covenant of this Lease on its part to be performed for a period of fifteen (15) days after notice of such failure from Tenant (or such longer period as may be reasonably necessary to cure such default, provided Landlord proceeds with diligence to cure such default at the earliest practicable date); and

(ii) Landlord is adjudicated bankrupt or insolvent by any court of competent jurisdiction, or if any such court enters an order, judgment, or decree finally approving any petition against Landlord seeking reorganization, liquidation, dissolution, or similar relief, or if a receiver, trustee, liquidator, or conservator is appointed for all or substantially all of Landlord's assets and such appointment is not vacated within thirty (30) days after the appointment, or if Landlord seeks or consents to any of the relief hereinabove enumerated or files a voluntary petition in bankruptcy or insolvency or makes an assignment of all or substantially all of its assets for the benefit of creditors or admits in writing of its inability to pay its debts generally as they come due.

(b) Upon the occurrence of an Event of Default as defined in Section 19.2(a) hereof, and after notice by Tenant of an additional fifteen (15) day period for Landlord to cure said Event of Default, Tenant, in addition to any and all legal and equitable remedies it may have, shall have the right to cure any Event of Default and deduct the cost of such cure from the next installments of Base Rent due and owing with any full payment being deemed an accord and full satisfaction of said installment of Base Rent. For the avoidance of doubt, any partial deduction of cost from Base Rent will only be partial satisfaction of said installment of Base Rent.

20. **SURRENDER OF PREMISES:** At the expiration or earlier termination of the Term, Tenant shall peaceably surrender the Leased Premises in broom clean condition and good order and repair and otherwise in the same condition as the Leased Premises was on the Lease Commencement Date, ordinary wear and tear and loss by insured casualty excepted and otherwise in accordance with Section 10.1. Tenant's obligation to observe and perform the covenants set forth in this Article 20 shall survive the expiration or earlier termination of this Lease.

21. **HOLDOVER:** Should Tenant remain in possession of the Leased Premises after the cancellation, expiration or earlier termination of this Lease, this Lease shall be considered a month-to-month tenancy and Tenant's Base Rent shall be automatically increased to one hundred fifty percent (150%) of the then current monthly Base Rent, commencing on the first day of the month-to-month tenancy. Tenant shall remain subject to all conditions and covenants of this Lease. Tenant shall provide Landlord at least thirty (30) days' prior notice to terminate the month-to-month tenancy of this Lease.

22. **ENVIRONMENTAL PROVISIONS:**

22.1 Prior to the Lease Commencement Date, Tenant performed a phase I environmental site assessment dated November 7, 2025, a copy of which has been provided to Landlord. Tenant, pursuant to a right of entry agreement between the Parties, will perform at its cost a Pre-Occupancy Phase II Environmental Report, a copy of which shall be provided to Landlord upon completion. Notwithstanding any other environmental report previously prepared for the Property, the Pre-Occupancy Phase II Environmental Report shall serve as the baseline for the environmental condition of the Property prior to Tenant's occupancy. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be responsible for pre-existing environmental conditions, whether from passive migration or otherwise, not introduced by Tenant. Prior to surrendering the Leased Premises to Landlord, Tenant shall perform, at its cost, an additional phase II environmental site assessment, a copy of which shall be furnished to Landlord. Tenant shall be solely responsible for remediation related to Tenant's use of the Leased Premises during the Term that exceeds the Maryland Department of Environment's "Non-Residential Cleanup Standards" in accordance with the findings of the phase II environmental site assessment performed prior to surrender of the Leased Premises.

22.2 Tenant shall use and occupy the Leased Premises in compliance with all

Environmental Regulations. Tenant shall: (i) within thirty (30) days after written notice thereof, take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all Environmental Regulations to the extent compliance is required as a result of the acts or omissions of Tenant, or its Agents; and (ii) within thirty (30) days after written demand therefor, reimburse any amounts expended by Landlord to comply with any Environmental Regulations with respect to the Leased Premises as a result of the placement or storage of Hazardous Substances by Tenant or its Agents, or in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines or other penalty payments. The Parties hereby acknowledge Hazardous Substances will be stored or contained on the Leased Premises for Tenant's Permitted Use.

22.3 To the fullest extent permitted by law and only to the extent of Tenant's Negligence or willful misconduct, Tenant agrees to indemnify, protect, and hold harmless Landlord and Landlord's members, partners, subpartners, officers, directors, trustees, beneficiaries, employees, agents, successors and assigns, from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs if awarded by the court) which arise or result from the failure of Tenant to perform any of its obligations under this Article 22.

22.4 The provisions of this Article 22 will survive the expiration or earlier termination of this Lease.

23. **TRANSFER OF LANDLORD'S INTEREST**: In the event Landlord's interest under this Lease is transferred or assigned and notice thereof is given to Tenant, the Landlord herein named or subsequent assignee or transferee of Landlord's interest under this Lease who provides such notice to Tenant shall automatically be relieved and released from and after the date of such transfer or conveyance from all liability hereunder accruing after such transfer or assignment.

24. **RIGHT OF ENTRY**: Landlord and its Agents shall have the right at any and all reasonable times and upon reasonable notice (except in the event of an emergency), to enter upon and inspect the Leased Premises or any part thereof, to perform tests to monitor Tenant's compliance with Environmental Regulations, and to make repairs and/or alterations in the Leased Premises in accordance with the terms of this Lease, including, without limitation, to conduct environmental remediation activities.

25. **FORCE MAJEURE**: Neither Party shall be in breach of its obligations under this Lease (other than Rent obligations) or incur any liability to the other Party for any failure or delay to supply: (i) any service to be supplied by it under the terms of this Lease; (ii) any repairs, additions, alterations, or decorations; or (iii) any equipment or fixtures, if such Party is prevented or delayed or otherwise hindered from doing so by reason of any unforeseen and/or uncontrollable event, including, without limitation, acts of God; fire; earthquake; flood; explosion; action of the elements; declared or undeclared war; riots; civil disturbances; inability to procure or a general shortage of labor, equipment, energy, materials, or supplies in the open market; partial or entire failure of utilities; failure of transportation; strikes; lockouts; action of labor unions; injunction; court order or decree; governmental preemption; rule, order, or regulation of any department or subdivision of any government agency; or other emergency. For the sake of clarity, the words "other than Rent obligations" contained in the parenthetical in the preceding sentence means Tenant's obligation to pay Rent under this Lease shall not be delayed or excused on account of the events described in this Article 25.

26. **SIGNAGE**:

26.1 **Landlord's Signage Rights**. Landlord shall have the right to place a "For Rent" sign on any portion of the Leased Premises for nine (9) months prior to the scheduled expiration date of the Term, or immediately upon the earlier termination of this Lease, and to place a "For Sale" sign thereon at any time, subject to Tenant's rights under Article 32. During the aforementioned nine (9) month period, Landlord may show the Leased Premises and all parts thereof to prospective tenants between the hours of 9:00 a.m. and 5:00 p.m. on Business Days.

26.2 **Tenant's Signage Rights**. Tenant, at its expense, shall have the exclusive right

to install and maintain: (i) exterior signage that will allow Tenant the most prominent amount of signage allowable by applicable Laws; (ii) a ground-mounted monument sign in a location reasonably chosen by Tenant; (iii) directional and way finding signage for the Permitted Use; and (iv) any signage required by Law. All signage shall be in accordance with applicable Laws.

27. **NOTICES:** Any notice or demand required under the terms of this Lease or under any statute, shall be in writing and shall be deemed to have been duly given if delivered through one of the following methods to the address of the respective Party as set forth below: (i) on the third Business Day after posting by certified mail, return receipt requested, postage prepaid, or (ii) upon delivery from a recognized overnight delivery service (e.g., UPS or FedEx). Either Party may, at any time, designate in writing a substitute address for that set forth below, and thereafter all notices to such Party shall be sent to such substitute address.

LANDLORD: Sandra Colter Revocable Trust
c/o Capitol Management LLC
P.O. Box 1065
Gambrills, Maryland 21054

With a copy to: Miller, Miller & Canby
200-B Monroe Street
Rockville, Maryland 20850
Attention: Kevin D'Anna

TENANT: Montgomery County Government
Office of the County Executive
101 Monroe Street, Second Floor
Rockville, Maryland 20850
Attention: Chief Administrative Officer

With a copy to: Montgomery County Government
Office of the County Attorney
101 Monroe Street, Third Floor
Rockville, Maryland 20850
Attention: County Attorney

Montgomery County Government
Department of General Services
101 Monroe Street, Ninth Floor
Rockville, Maryland 20850
Attention: Director of Real Estate

28. **EXTENSION OPTIONS:**

28.1 **Tenant's Extension Options.** Provided Tenant is not in default beyond any applicable notice and cure period at the time Tenant exercises and upon commencement of the applicable Extension Option, Tenant shall have two (2) consecutive Extension Options to renew the Initial Lease Term. To exercise an Extension Option, Tenant shall provide notice to Landlord no less than twelve (12) months prior to the expiration of then current term. The Base Rent for each Extension Term shall be adjusted to Fair Market Rent. Within thirty (30) days of receipt of Tenant's request, Landlord shall deliver to Tenant its determination of the Fair Market Rent for the Extension Term which delivery shall commence the Negotiation Period. The Parties shall each use good faith efforts to negotiate the Fair Market Rent for the applicable Extension Term during the Negotiation Period.

28.2 **Fair Market Rent Determination.** If the Parties are unable to agree upon the Fair Market Rent at the end of the Negotiation Period, then within fifteen (15) days from the end of the Negotiation Period, the Parties shall appoint a Broker who shall be mutually agreeable to both Parties. If the Parties are unable to agree on a Broker within such fifteen (15) day period, then each Party, within five (5) days after the expiration of the aforesaid fifteen (15) day period, shall appoint a Broker and the two Brokers shall together appoint a third Broker. The mutually agreed upon Broker, if applicable, or the two Brokers appointed by the parties shall determine, within thirty (30) days after appointment, the then Fair Market Rent that will be applicable to the Leased Premises for the applicable Extension Term. The factors to be considered by the Broker(s) in determining the Fair

Market Rent for the Leased Premises shall only be applicable during the then applicable Extension Term and the Fair Market Rent so determined shall only be used during the then applicable Extension Term. If more than one Broker is appointed and the Brokers reach different determinations that the Parties are unable to resolve within five (5) Business Days, each Broker shall submit their determination to the third Broker the next Business Day. Within thirty (30) days of receipt of both Brokers determinations, the third Broker shall decide which Broker determination of Fair Market Rent for the Leased Premises shall be applicable for the then applicable Extension Term. Landlord and Tenant shall each bear the cost of its Broker and shall share equally the cost of the third Broker. The Parties shall enter into an amendment to this Lease to memorialize the Fair Market Rent for any applicable Extension Term, and except as to the Fair Market Rent, the terms of this Lease shall remain the same unless otherwise agreed upon by the Parties.

29. **BROKERS**: Each Party represents and warrants to the other Party that it has not dealt with any realtor, broker, agent or finder in connection with this Lease other than Landlord's Broker. Each Party shall indemnify and hold the other Party harmless from any claims for commissions or fees due from their respective broker in connection with this Lease. Each Party shall be exclusively responsible for the payment of all fees and commissions due their respective broker under terms of separate agreements.

30. **SEPARABILITY**: If any term or provision of this Lease or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, then and in each such event the remainder of this Lease or the application of such term or provision to any other person or any other circumstance shall not be thereby affected, and each term and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

31. **WAIVER OF JURY**: THE TENANT AND LANDLORD WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY OF ANY ISSUES, RIGHTS, OBLIGATIONS OR OTHER MATTERS ARISING UNDER THIS LEASE OR RELATING IN ANY WAY TO THEIR LANDLORD/TENANT RELATIONSHIP.

32. **CHOICE OF LAW**: This Lease shall be governed and controlled by the laws of the State of Maryland. Each Party hereby consents and submits to the jurisdiction of the federal and state courts located in Montgomery County, specifically, for all purposes in connection with the resolution of controversies or disputes stemming from or relating to this Lease.

33. **BINDING AGREEMENT**: This Lease and the covenants and conditions herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

34. **WAIVER**: Any waiver of any covenant or condition of this Lease by either Party shall (i) extend to the particular case and only in the manner specified; and (ii) not be construed as applying to or in any way waiving any further or other rights in this Lease. The exercise of any aforesaid option shall not be construed as a waiver of either Party's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise. Acceptance of Rent with knowledge of default shall not be a waiver of that default, and acceptance of partial payment shall not be deemed acceptance of the full amount owed nor prejudice Landlord's right to recovery or to pursue any remedy available to it.

35. **AUTHORITY**: Each Party represents and warrants to the other that the individual or individuals signing this Lease, have the power, authority, and legal capacity to sign this Lease on behalf of and to bind said Party to the terms and conditions of this Lease. Landlord represents and warrants to Tenant that Landlord is qualified to do business in Maryland and has the full right and authority to enter into this Lease and that all persons signing on behalf of Landlord were authorized to do so by appropriate actions.

36. **NO RECORDATION**: Either Party shall have the right to record a memorandum of this Lease with the advance written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The requesting Party shall bear the costs of recording.

37. **COUNTERPARTS**: This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same

instrument.

38. **ENTIRE UNDERSTANDING**: This Lease constitutes the entire agreement between the Parties. The terms of this Lease supersede any prior written agreements or memoranda prepared or executed by the Parties. There are no oral agreements between the Parties in connection herewith.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed as of the Effective Date.

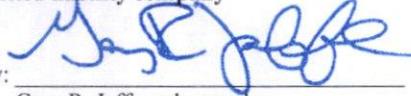
WITNESS:



LANDLORD:

Sandra Cotler, Sole Surviving Trustee of The Sandra Cotler Revocable Trust, an unrecorded Trust Agreement dated October 12, 2004

By: Capitol Management, LLC, a Maryland limited liability company



By: _____
Gary R. Jaffe, sole member

[TENANT'S SIGNATURE PAGE AND EXHIBITS FOLLOW]

WITNESS:

Monisola Brobbey

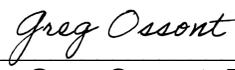
TENANT:

**MONTGOMERY COUNTY, MARYLAND, a
body corporate and politic**

By: 
Name: Fariba Kassiri
Title: Deputy Chief Administrative Officer

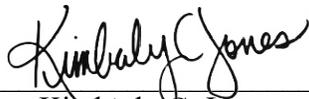
RECOMMENDED BY:

**MONTGOMERY COUNTY DEPARTMENT OF
GENERAL SERVICES**

By: 
Name: Greg Ossont, Deputy Director DGS
Title: _____

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF THE COUNTY ATTORNEY

By: 
Name: Kimberly C. Jones
Title: Assistant County Attorney

[EXHIBITS FOLLOW]

Exhibit A

Depiction of the Leased Premises

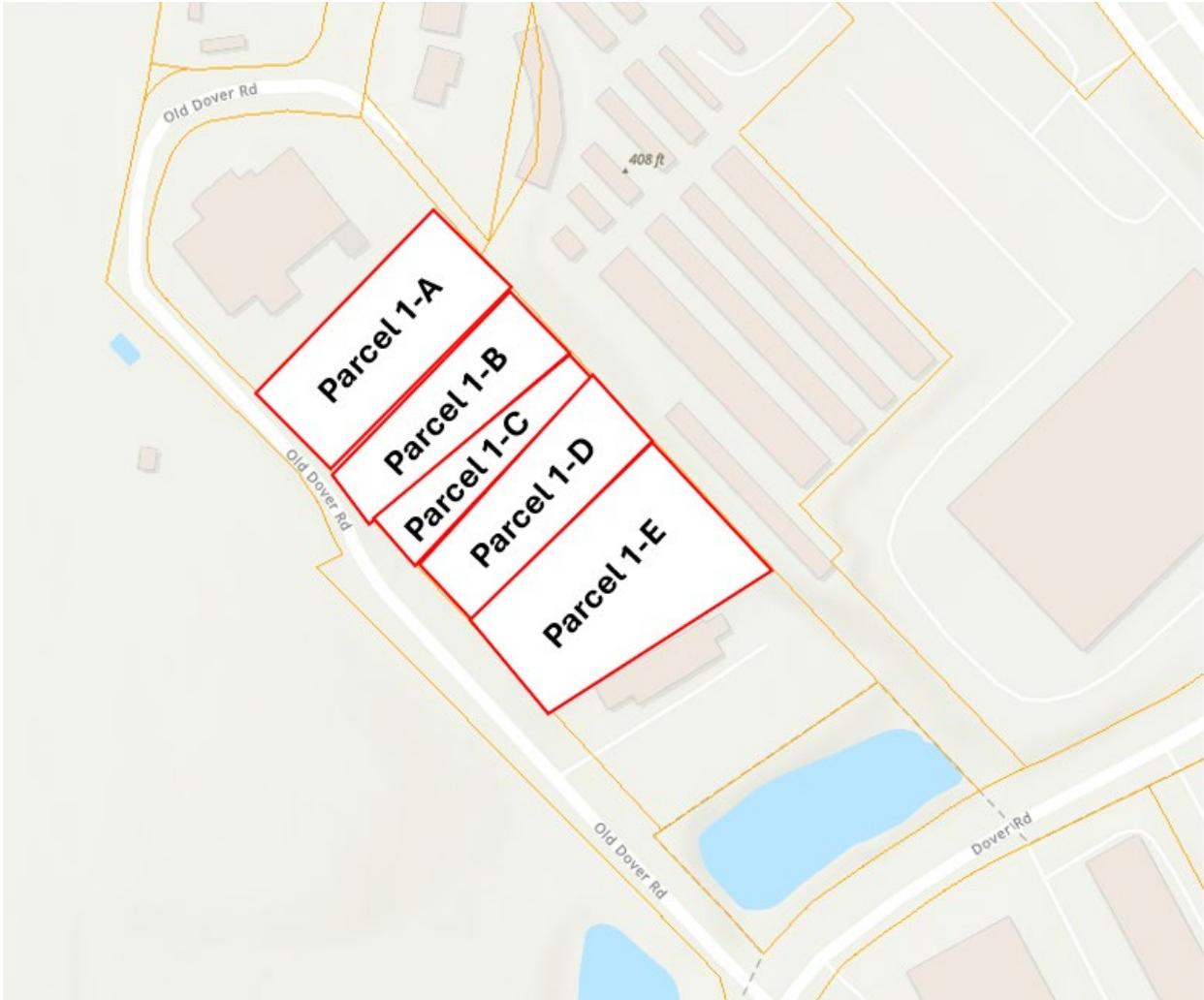


Exhibit B

Legal Description of Land

All of those five (5) contiguous parcels of land lying and being situated in Montgomery County, Maryland, more particularly described as follows:

PARCEL 1-A

Tax Account 04-0001-00047440 (Tax Parcel P857)
Address: Dover Road

BEING part of a tract called "BURGUNDY" situate in the Fourth Election District in Montgomery County, Maryland described as follows:

BEGINNING for the same at the end of 121.30 feet more or less on the first line of a conveyance from Margaret Beall to Samuel Pointer and recorded among the Land Records of Montgomery County, Maryland, in Liber E.B.P. No. 13 at folio 323 thence with part of the first line S. 40 degrees 00' E. 100.00 feet, thence to include a parcel of said land S. 51 degrees W. 275.55 feet to intersect the 4th line of said conveyance thence with said line N. 39 degrees W. 100.00 feet, thence on a line drawn 51.00 feet southeasterly from and parallel to the southeasterly line of the Binke Merson Lot, N. 51 degrees 00' E. 273.8 feet to the place of beginning and containing SIXTY-THREE HUNDREDTHS (0.63) of an acre of land, more or less, as per survey by R.E. Maddox, County Surveyor, October 1954.

PARCEL 1-B

Tax Account 04-0001-00047416 (Tax Parcel P872)
Address: Dover Road

The part of a tract of land called "BURGUNDY" situate in the 4th Election District of Montgomery County, Maryland.

Beginning for the same at the end of 221.30 feet more or less of the First line of a conveyance from Margaret Beall to Samuel Pointer for part of said land and recorded among the Land Records of Montgomery County, Maryland in Liber E.B.P. No. 13 at folio 323, thence with part of the first line S. 40 degrees 00' E. 95.00 feet thence leaving said line to include a part of said land S. 55 degrees 00' W 277.00 feet to intersect the 4th line of said conveyance thence with said line and along the COUNTY ROAD N. 39 degrees 00' W. 76.00 feet thence leaving said road and along the second line reversed of a conveyance to Louis Cotler for 0.63 of an acre of land and recorded in Liber 1933 at folio 423, N. 51 degrees 00' E. 275.55 feet to the place of beginning, containing fifty-four hundredths (0.54) of an acre of land, more or less, according to survey by R. K. Maddox, County Surveyor, November 1955.

PARCEL 1-C

Tax Account 04-0001-00047462 (Tax Parcel P873)
Address: Dover Road

Part of a tract of land called "BURGUNDY", situate in the 4th Election District of Montgomery County, Maryland, described as follows to wit:

Beginning for the same at the end of 571.58 feet on the 4th line of a conveyance to Samuel Pointer for 6 acres, 2 rods and 28 square perches of land as recorded in Liber E.B.P. 13 folio 323, one of the Land Records of Montgomery County, Maryland, thence with said line N. 39 degrees W. 80 feet thence leaving said line to include a part of land N. 55.00 degrees E. 277.00 feet to intersect the 1st line of said tract, thence with part of said line S. 40 degrees E 65.00 feet, then leaving said 1st line and re-crossing said conveyance in E.B.P. 13 folio 323, S. 50 degrees 50' W 278.50 feet to the beginning.

Subject to a life estate in the same for the life of George Pointer.

PARCEL 1-D

Tax Account 04-0001-00047451 (Tax Parcel P910)
Address: Dover Road

Part of a tract of land called "BURGUNDY", Rockville District, Montgomery County, Maryland:

BEGINNING for the same at the end of 492.58 feet on the 4th line of a conveyance to Samuel Pointer for 6 acres 2 rods and 28 square perches of land and recorded among the Land Records of Montgomery County, Maryland, in Liber E.B.P. 13 at folio 323, thence with said line N. 39 degrees w. 79.00 feet thence leaving said line to include a part of said land N. 50 degrees 50' E. 278.50 feet to intersect the first line thence with part of said line S. 40 degrees E 45.05 feet to the beginning of 7,894 square feet as conveyed by Everen W. Butt to Pointer and recorded in Liber 1389 at folio 359, thence to include said conveyance S. 40 degrees E. 30.00 feet, thence S. 51 degrees W. 279.14 feet to the beginning. Containing Forty Nine Hundredths (0.49) of an acre, according to survey made March 27, 1957 by R.K. Maddox, County Surveyor.

PARCEL 1-E

Tax Account 04-0001-00047484 (Tax Parcel P928)
Address: Dover Road

All of the following described property, said land and premises situate in Montgomery county, Maryland, being part of tracts of land called "ASLEY" and etc.;

Beginning for the same at the beginning of a conveyance from James H. Grove to County Properties, Inc., for Parcel #3 for 3.22 acres of land and recorded among the Land Records of Montgomery County, Maryland in Liber 1852 at folio 111, thence with part of the first line S. 38 degrees 49' 50" E. 186.10 feet thence leaving said line to include a part of said land S. 64 degrees, 23' 30" W. 228.53 feet to Dover Road thence along said road with part of the 4th line N. 37 degrees 49' 50" W. 125.00 feet to the end thereof thence leaving said road with the last line N. 52 degrees 10' 10" E. 278.76 feet to the place of beginning. Containing One (1.00) acre of land.

Exhibit C

Form of Tenant Estoppel Certificate

TENANT ESTOPPEL CERTIFICATE

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

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

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

- (1) The Lease, which includes the Lease and all amendments to the Lease attached as Exhibit A, is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term commenced on _____, and terminates on _____. The Lease provides for _____ renewal/extension option(s) of _____ (months/years) each. Tenant has exercised _____ renewal/extension options on the date that this Certificate is issued by Tenant.
- (3) The amount of fixed monthly rent is \$ _____; the monthly common area or other charges are \$ _____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 20__.
- (4) Tenant paid no security deposit under the terms of the Lease. Tenant has paid rent for the Premises through _____, 20__.
- (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 General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

Attention: Director

With a copy that does not constitute notice to:

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

TENANT:

Montgomery County, Maryland, a body corporate
and politic

By: _____
Name: _____
Title: Assistant Chief Administrative Officer

Exhibit A

Lease
(as amended)

[attached, separately paginated]

Exhibit C

Exhibit B
Landlord Defaults

1.

Exhibit C

Subleases and Assignments

[attached, separately paginated]

Exhibit D

Form of SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") made effective as of the ___ day of _____, 20___, among _____ ("Lender"), _____ ("Landlord") and _____ ("Tenant").

WITNESSETH:

WHEREAS, Landlord owns fee simple title or a leasehold interest in the real property located at _____, Maryland as described in Exhibit "A" attached hereto and made a part hereof (the "Property")

WHEREAS, Lender has made a loan to Landlord (the "Loan");

WHEREAS, the Loan has been secured by, among other things, a Deed of Trust, Security Agreement, Financing Statement, and Assignment of Rents dated _____ [or Mortgage, Security Agreement, Financing Statement and Assignment of Rents dated _____] (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Deed of Trust") executed by Landlord for the benefit of Lender, creating an encumbrance on the Property;

WHEREAS, Tenant is in possession of all or part of the Property under and by virtue of a lease agreement dated _____, by and between Landlord and Tenant (the "Lease");

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. Subordination. The Lease and all of Tenant's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Deed of Trust and the liens and security interests created thereby.

2. Non-Disturbance. So long as Tenant is not in default beyond any applicable notice and cure period in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession and occupancy of the Property and Lessee's rights and privileges under the Lease shall not be diminished or interfered with by Lender in the exercise of any of Lender's rights under the Deed of Trust. Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Deed of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3. Attornment. In the event of (i) foreclosure of the lien of the Deed of Trust; (ii) conveyance of the Property to Lender by deed in lieu of foreclosure; or (iii) any other exercise by Lender of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Loan and/or the Deed of Trust, as a result of which Lender or the purchaser upon any such conveyance becomes owner of the Property (each a "Successor Landlord"; and each such event a "Foreclosure Event"), Tenant shall attorn to Successor Landlord and shall recognize Successor Landlord as landlord under the Lease. Successor Landlord shall have the same rights and remedies under the Lease as Landlord. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees to execute the form of estoppel certificate pursuant to the terms of the Lease to any Successor Landlord. Further, from and after any such attornment: (x) Tenant's possession and occupancy of the Property shall not be terminated or disturbed; (y) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease; and (z) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms between Successor Landlord

and Tenant; provided however, that Successor Landlord shall not be liable for or bound by any of the following matters:

(a) *Liability.* Any action or omission of any prior landlord (including Landlord) prior to the occurrence of any attornment under this Agreement (each, a “Former Landlord”);

(b) *Prepayments.* Any payment of any fixed rent, base rent or additional rent under the Lease (“Rent”) which Tenant might have paid Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment;

(c) *Security Deposit.* There is no security deposit under the Lease.

(d) *Modification or Amendment.* Any material modification or amendment (e.g., changes to Rent, term, option rights, etc.) to the Lease made without Lender's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; or

(e) *Claims Against Former Landlord.* Any offsets or deficiencies which Tenant might be entitled to assert against Former Landlord relating to any event or occurrence before the date of the attornment.

4. No Diminution of Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord or Tenant under the Lease in the event of default by Landlord or Tenant in the performance of any of the terms, covenants or conditions of the Lease.

5. Default. If and when Tenant notifies Landlord of a default or claimed default by Landlord under the Lease, Tenant shall send a copy of the written notice concurrently therewith to Lender. Lender shall be permitted to remedy any such default or claimed default specified in the notice within an equal period of time, commencing on the date Lender is deemed to have received such notice, that Landlord would be permitted to remedy same pursuant to the Lease. Notwithstanding the foregoing provisions of this paragraph 5, Lender shall have: (i) in the case of any such default that can be cured by the payment of money, until thirty (30) days shall have elapsed following the giving of such notice; or (ii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Deed of Trust to remedy the same, including such time as may be necessary to acquire possession of the Property if possession is necessary to effect such cure, provided Lender, with reasonable diligence, shall (a) pursue such remedies as are available to it under the Deed of Trust so as to be able to remedy the default, and (b) thereafter shall have commenced and continued to remedy such default or cause the same to be remedied, but in no event shall such period of time exceed one hundred and twenty (120) days. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.

6. Amendment to Lease. Tenant acknowledges Lender's joinder and prior written consent is required for any material modification or amendment (e.g., changes to Rent, term, option rights, etc.) to the Lease. Tenant agrees that any attempted material change to the Lease made without Lender's joinder and prior written consent shall be void and of no force or effect.

7. Notices. Any notice or communication required or permitted hereunder shall be effective only if: (a) given in writing, signed by the party giving such notice; and (b) deemed to have been duly given if delivered: (i) on the next business day if sent by nationally recognized overnight delivery service (e.g., UPS or FedEx); or (ii) on the third business day after posting by certified mail, return receipt requested, postage prepaid, addressed to another party as follows (or to such other address or person as either party or person entitled to notice may by written notice to the another party specify):

To Lender: _____

To Landlord: _____

With a copy to:

To Tenant:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy not to constitute
notice to:

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

8. Tenant's Personal Property. In no event shall the Deed of Trust encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of the Tenant's moveable trade fixtures, business equipment, furniture, signs or other personal property at any time placed on or about the Property.

9. Choice of Law. The interpretation, validity and enforcement of this Agreement shall be governed and construed under the laws of the State of Maryland.

10. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

11. Entire Agreement. This Agreement constitutes the entire agreement between Lender and tenant regarding the subordination of the Lease to the Collateral Documents and the rights and obligations of tenant and Lender as subject matter of this Agreement.

12. Conflict of Terms. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in this Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Collateral Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the Effective Date.

WITNESS:

LENDER:

_____, a

By: _____
Name: _____
Title: _____

WITNESS:

LANDLORD:

_____, a

By: _____
Name: _____
Title: _____

[TENANT'S SIGNATURE AND EXHIBITS FOLLOW]

WITNESS:

TENANT:

MONTGOMERY COUNTY, MARYLAND, a
body corporate and politic

By: _____
Name: _____
Title: _____

RECOMMENDED BY:

MONTGOMERY COUNTY DEPARTMENT OF
GENERAL SERVICES

By: _____
Name: Cynthia L. Brenneman
Title: Director

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF THE COUNTY ATTORNEY

By: _____
Name: _____
Title: Assistant County Attorney

[EXHIBITS FOLLOW]

Exhibit A

Legal Description of Property