

LEASE AGREEMENT
BETWEEN
GUDE DRIVE PROPERTIES, LLC
AND
MONTGOMERY COUNTY, MARYLAND

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EXHIBITS

Exhibit A – Legal Description of Land

Exhibit B – Depiction of the Leased Premises

Exhibit C – [Intentionally Deleted]

Exhibit D – Form of Tenant Estoppel Certificate

Exhibit E – Form of SNDA

Exhibit F – Escrow Agreement

Exhibit G - Rules and Regulations

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 5th day of NOVEMBER, 2025 (the "Effective Date"), by GUDE DRIVE PROPERTIES, LLC, a Maryland limited liability company (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 "Additional Rent" shall mean all sums due and payable by Tenant under this Lease not including Base Rent.

1.2 "Adjacent Property" shall mean the site adjacent to the Property consisting of approximately 7.36 acres of land, which, as of the Effective Date is currently operated as a self-storage facility.

1.3 "Agent" shall mean a Party's employees, officers, agent, contractor, invitee, or designee.

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

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

1.6 "Base Rent" shall mean the annual amount of One Million Eighty-Eight Thousand Twenty-One and 19/100 Dollars (\$1,088,021.19), subject to escalation as set forth in Article 4, payable in consecutive monthly installments of Ninety Thousand Six Hundred Sixty-Eight and 43/100 Dollars (\$90,668.43), which is the rate of Sixteen and 74/100 Dollars (\$16.74) per RSF of the Leased Premises (i.e., \$16.74 multiplied by 65,005).

1.7 "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.

1.8 "Building" shall mean the approximately 65,005 SF two-story industrial building located at 861 E. Gude Drive, Rockville, MD.

1.9 "Building Structures and Systems" shall mean the roof, structural columns and beams, exterior walls, mechanical (including heating, ventilation, and air conditioning systems ("HVAC"), if applicable), electrical, life safety systems (e.g., sprinkler systems, alarms, and other fire safety equipment) serving the Leased Premises.

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

1.11 "Controlled Substance Use" means any cultivation, growth, creation, production, manufacture, sale, distribution, storage, handling possession or other use of any legalized substance under the Controlled Substances Act (21 U.S.C. 801 et. seq.).

1.12 "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.

1.13 "Escrow Agreement" shall mean that certain escrow agreement between Landlord, Tenant and the escrow agent described therein attached hereto as **Exhibit F** and made a part hereof.

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

1.15 "Extension Option" shall mean an option for Tenant to renew the then current term of the Lease for a period of ten (10) years.

1.16 "Extension Term" shall mean the ten (10) year period commencing the day after the expiration of the then current term and expiring at 11:59 p.m. on the last day ten (10) years thereafter (i.e., the first Extension Term would commence on November 1, 2055, and end at 11:59 p.m. on October 31, 2065).

1.17 "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 space in a comparable building in Rockville, Maryland market area.

1.18 "Hazardous Substances" shall mean collectively, polychlorinated biphenyls ("PCB's"), asbestos, asbestos containing products, hazardous or harmful wastes in whatever form (e.g., solid, liquid, or gaseous) or however formed (e.g., by improper disposal, treatment, storage, or management), that are toxic, hazardous or otherwise harmful materials.

1.19 "Holdover" shall mean Tenant's failure to surrender the Leased Premises as of 11:59 p.m. on the last day of the Term.

1.20 "Initial Lease Term" shall mean the initial thirty (30) year period of this Lease which commences on the Lease Commencement Date and ends at 11:59 p.m. on October 31, 2055.

1.21 "Insurance Costs" shall mean the annual cost to the Landlord during the Term 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 Property 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, which are, as of the Effective Date, an amount approximately equal to \$0.30 per SF of the Building which is equal to the monthly amount of One Thousand Six Hundred Twenty-Five and 12/100 Dollars (\$1,625.12), subject to escalation pursuant to Section 5.2 (the "Monthly Insurance Costs").

1.22 "Land" shall mean the approximately 6.81 acres of land as described in **Exhibit A** attached hereto and made a part hereof, upon which the Building is situated.

1.23 "Landlord's Affiliate" shall mean Dover Properties Three, LLC, a Maryland limited liability company.

1.24 "Landlord's Broker" shall mean Investment Properties, Inc.

1.25 "Landlord's Mortgagee" shall mean the lienholder of the Property which, as of the Effective Date is American Equity Investment Life Insurance Company.

1.26 "Landlord's Roof Obligation" shall mean Landlord's one-time obligation to replace the existing roof on the Building with a commercially standard roofing system utilized on similar industrial buildings.

1.27 "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.

- 1.28 “Lease Commencement Date” shall mean November 1, 2025.
- 1.29 “Lease Year” shall mean each twelve (12) month period commencing on the Lease Commencement Date during the Term (i.e., November 1 to October 31).
- 1.30 “Leased Premises” shall mean the approximately 65,005 RSF on the first floor of the Building as shown and depicted on **Exhibit B** attached hereto and made a part hereof together with the Land.
- 1.31 “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.
- 1.32 “Non-Appropriation Recovery Fee” shall mean the sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00), plus all accrued interest.
- 1.33 “Operating Expenses” shall mean those expenses incurred or paid with respect to the operation, management and maintenance of the Property which, in accordance with accepted principals of accounting practice as applied to the operation and maintenance of similar buildings, are properly chargeable to the operation and maintenance of the Property which includes, but is not limited to, the following: (i) all repair costs for the Building Structures and Systems excluding costs associated with Landlord’s Roof Obligation but including any subsequent roof repair or replacement costs during the Term; (iii) drive aisle and parking area maintenance; (iv) sprinkler system maintenance; (v) the cost of maintaining all common areas of the Property, including but not limited to grass cutting and landscape maintenance; snow and ice removal; the maintenance of all utilities on the Property; and (vi) water and sewer utility charges for the Property, paid in accordance with Article 6.
- 1.34 “Permitted Use” shall mean Tenant’s use of the Leased Premises as bus depot for the maintenance, repair, fueling, and parking of buses, general warehouse, office, vehicle storage, other ancillary uses associated with bus depot operations, and other uses as permitted in accordance with Article 8.
- 1.35 “Property” shall mean the Land together with the Building.
- 1.36 “Real Estate Taxes” shall mean (i) all real estate taxes payable (adjusted after protest or litigation, if any) for any Lease Year during the Term; (ii) any taxes which shall be levied in lieu of any such real estate taxes; and (iii) 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; which are, as of the Effective Date, an amount approximately equal to approximately \$2.92 per SF of the Building which is equal to the monthly amount of Fifteen Thousand Eight Hundred Seventeen and 88/100 Dollars (\$15,817.88), subject to escalation pursuant to Section 5.2 (the “Monthly Real Estate Taxes”).
- 1.37 “Release Date” shall mean the date that is the tenth (10th) anniversary of the Rent Commencement Date (i.e., August 1, 2036).
- 1.38 “Rent” shall mean the Base Rent together with Additional Rent.
- 1.39 “Rent Commencement Date” shall mean the date that is 270 days after the Lease Commencement Date (i.e., August 1, 2026), with the first month of Base Rent paid in advance in accordance with Article 4.
- 1.40 “RSF” shall mean rentable square feet.
- 1.41 “Rules and Regulations” shall mean those certain rules for the Property as established by Landlord and attached hereto as **Exhibit G** and made a part hereof.
- 1.42 “Second Floor Premises” shall mean the approximately 8,570 SF of unimproved, framed but unoccupiable space on the mezzanine level of the Building.
- 1.43 “SF” shall mean square feet.

1.44 “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.

1.45 “Taking or Taken” shall mean the condemnation of the Property 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.

1.46 “Tenant’s Broker” shall mean Jones, Lang Lasalle Brokerage, Inc.

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

1.48 “Tenant’s Negligence” shall mean the negligent or wrongful act of Tenant.

1.49 “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.

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

1.51 “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.

1.52 “Termination Notice Period” shall mean the period commencing on delivery of Tenant’s termination notice and ending upon the actual date of termination.

2. **LEASED PREMISES:** Commencing on the Lease Commencement Date and continuing throughout the Term, Landlord shall lease to Tenant and Tenant shall lease from Landlord the Leased Premises upon the terms and conditions set forth in this Lease. The Parties acknowledge and agree that (i) the Leased Premises does not include the Second Floor Premises; and (ii) Tenant shall have the right to lease the Second Floor Premises subject to the terms set forth in Article 30.

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. 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; (ii) vacant; and (iii) with all Building Structures and Systems in good working order. 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 Base Rent due and payable under this Lease to Landlord on or before the fifth (5th) day of each calendar month during the Term, without prior demand from Landlord. If Base Rent is not paid by the tenth (10th) of the calendar month in which it is due, a late fee in an amount equal to five percent (5%) of the then current monthly Base Rent shall accrue and be paid by Tenant as Additional Rent with the next installment of Base Rent due and owing. Upon execution of this Lease, Tenant shall make a one-time payment in an amount equal to one month of Base Rent (i.e., \$90,668.43), which amount, notwithstanding the Rent Commencement Date, represents the first month of Base Rent due for the Term. 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 Rent Commencement Date (i.e., August 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 one-half percent (2.5%) per year. Base Rent shall only be subject to deduction, set

off, recoupment or counterclaim by Tenant as set forth in Section 19.2(b).

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

5.1 **Absolute Net Lease; Tenant's Proportionate Share.** 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 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 **Monthly Real Estate Taxes; Monthly Insurance Costs.** Commencing on the Rent Commencement Date, Tenant shall pay monthly, as Additional Rent, Monthly Real Estate Taxes and Monthly Insurance Costs, which amounts represent 1/12th of the estimated annual Real Estate Taxes and Insurance Costs. Annually, Tenant's payments for Monthly Real Estate Taxes and Monthly 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 Monthly Insurance Costs paid by Tenant over the past Lease Year, then Tenant shall pay to Landlord the amount of such underpayment within fifteen (15) 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.

5.3 **Operating Expenses; Exclusions from 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 in accordance with Sections 6, 9.1, 9.2, and 9.3 of this Lease. On or before December 15th of each calendar year, Tenant shall provide Landlord with an annual report of the anticipated 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 7.1(c).

(b) 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) fees and commissions paid to a property manager while Tenant is the sole tenant at the Property; (iii) leasing costs (including leasing and brokerage commissions and similar fees, and professional costs and legal fees in connection with lease negotiations); (iv) interest on, amortization of and any other charges, fees or expenses in respect of mortgages and other debts; (v) costs and expenses of obtaining, negotiating and closing any financing or refinancing of the Property (including, without limitation, attorney's fees and disbursements); (vi) amounts paid to Landlord or to affiliates of Landlord (except for the payment of management fees as provided herein) for any services in the Building to the extent such amounts exceed the cost of such services rendered by other unaffiliated third parties on a competitive basis; (vii) 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; (viii) 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; (ix) any interest, fine, penalty or other late charges payable by Landlord, incurred as a result of late payments; (x) management fees in excess of three percent (3%) of gross revenues derived from the Property; (xi) depreciation, amortization and interest payments, except as provided herein; and (xii) 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 for the methane monitoring system costs referenced in Section 22(iii) of this Lease.

6. **UTILITIES:** Tenant shall, at its expense, place all electric, gas, water and sewer (if available) and other utility services in its name and maintain all permits necessary for the

Permitted Use. Throughout the Term, Tenant shall pay for consumed utilities directly to the companies furnishing such services (with the exception of water and sewer, which shall be invoiced to Tenant by Landlord and paid by Tenant as Additional Rent if said account cannot be held in Tenant's name). In the event Tenant fails to pay in a timely manner any sum required under this Paragraph, Landlord shall have the right, but not the obligation, to pay any such sum on the tenth (10th) day following notice to Tenant. Any sum so paid by Landlord shall be deemed Additional Rent and shall be payable within ten (10) 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.

7. NON-APPROPRIATION:

7.1 Notice of Non-Appropriation.

(a) Landlord specifically acknowledges that Tenant has appropriated funds for the payment of Rent only for the first Lease Year of the Term. 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. Except as set forth in Section 7.2, 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 the foregoing to the contrary, it is agreed and understood that the limitation of appropriation of funds for payment of Rent does not in any way limit Tenant's obligations (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.

(b) 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.

(c) 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 the month, with a forecast of Operating Expenses for the future Lease Year being provided by Tenant to Landlord in accordance with Section 5.3(a). 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. 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.

7.2 Non-Appropriation Recovery Fee. Within ten (10) days of the Effective Date, Tenant shall tender to the escrow agent described in the Escrow Agreement the Non-Appropriation Recovery Fee. The Non-Appropriation Recovery Fee shall be immediately paid and disbursed to Landlord as liquidated damages due to the early termination of this Lease in the event Tenant elects not to appropriate funds for the payment of Rent at any time prior to the Release Date. The Non-Appropriation Recovery Fee shall be held in an interest-bearing account until Release Date unless released earlier in accordance with the terms of this Lease. The Parties shall be equally responsible for the fees of the escrow agent as set forth in the Escrow Agreement. In the event Tenant elects to terminate this Lease at any time prior to Release Date due to the non-appropriation of Rent, the full amount of the Non-Appropriation Recovery Fee shall be disbursed to Landlord in accordance with the Escrow Agreement and this Lease shall terminate at 11:59 p.m. on the last day of the month in which Rent is paid and Tenant shall surrender the Leased Premises in accordance with Article 20. In the event Tenant has not previously terminated the Lease by the Release Date, and provided Tenant

is not then in default beyond any applicable notice and cure periods, then the full amount of the Non-Appropriation Recovery Fee and all accrued interest shall promptly be disbursed to Tenant.

8. **USE:**

8.1 **Access; Permitted Use.** Tenant shall have 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, 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. Notwithstanding the foregoing, in no event shall Tenant be permitted to use the Leased Premises for any Controlled Substance Use.

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 Property (including, but not limited to the Building Structures and Systems); (c) constitute a violation of the laws and requirements of any insurance bodies or the Rules and Regulations of the Property, including any covenant, condition or restriction affecting the Property; (d) exceed the load bearing capacity of 250 lbs. / SF for the slab-on-grade portion of the Leased Premises (i.e., the 65,005 RSF on the first floor of the Building); or (e) impair or tend to impair the character or appearance of the Property;

9. **MAINTENANCE AND REPAIRS:**

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 (i.e., all Operating Expenses), which include but are not limited to janitorial service, pest control, drive aisle and parking area maintenance, grass cutting and landscape maintenance, snow and ice removal, the utility lines, sprinkler system maintenance, the Building Structures and Systems (including the methane monitoring system for the Building) but excluding Landlord's Roof Obligation.

(b) Tenant shall be responsible for the maintenance and repair of Tenant's Property. Tenant shall be responsible for the loss, claim, damage or injury to Tenant's Property directly or indirectly caused by: (i) water in whatever form (e.g., dampness, rain, steam, snow, etc.); or (ii) damage to the Building Structures and Systems (e.g., falling plaster, leaky or broken plumbing or pipes, failure of gas or electricity, etc.), 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 or failure of Landlord to perform Landlord's Roof Obligation in accordance with Section 9.4.

(c) Tenant shall, during the Term of the Lease have a preventive maintenance and/or service agreement or policy on the HVAC system in the Leased Premises. Tenant shall provide Landlord with a copy of such policy or a certificate evidencing such coverage prior to the Lease Commencement Date. All repairs or replacements to the Building Structures and Systems shall be conducted with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

9.2 **Landlord's Repair Right.** Tenant shall make any repairs or perform any obligation set forth in Section 9.1 within a reasonable time for such repair or obligation. In the event Tenant fails to perform as required, Landlord shall provide notice to Tenant of such failure and Tenant shall, within two (2) Business Days after receiving Landlord's notice, provide an explanation for the delay and set forth a date by which such repair or obligation will be timely completed. If Tenant fails to timely perform the obligation, Landlord may elect to perform such repairs or obligation, upon reasonable notice to Tenant. Any expenditure by Landlord for any such repairs shall be paid by Tenant as Additional Rent, subject to Section 17.1.

9.3 Tenant's Request for Landlord to Repair. Tenant may request at any time during the Term upon reasonable advance notice to Landlord, for Landlord to perform Tenant's repair obligations with respect to the Building Structures and Systems on Tenant's behalf and at Tenant's expense. In such event, Landlord may but shall not be obligated to arrange for and manage any items of repair or replacement to the Building Structures and Systems. Tenant shall pay, as Additional Rent, all reasonable, third-party out-of-pocket costs incurred in connection with the repair or replacement of such items and a management fee to Landlord for its service, not to exceed three percent (3%) of the costs for such repair or replacement.

9.4 Landlord's Roof Obligation. Landlord shall, at its expense, satisfy Landlord's Roof Obligation on or before November 1, 2027, unless otherwise agreed to by the Parties in writing. In performing Landlord's Roof Obligation, Landlord shall: (i) provide Tenant with the final roof specifications; (ii) provide Tenant with a project schedule reasonably acceptable to Tenant; and (ii) use commercially reasonable efforts to minimize disruption to Tenant's operations during the course of the roof replacement. Except as expressly set forth herein, Landlord shall have no duty or obligation to perform any repairs, replacements or maintenance to the Leased Premises during the Term of this Lease.

10. ALTERATIONS:

10.1 Permitted Alterations. Tenant shall not make any Alterations to the Building Structures or Systems or make cosmetic changes (e.g., paint, minor architectural additions, or other minor appearance changes) to the exterior of the Building without first securing the written consent of Landlord, which consent shall not be unreasonably withheld conditioned or delayed. Tenant shall: (i) submit to Landlord all plans and specifications for proposed Alterations at the time of its request for approval; and (ii) be responsible for Landlord's reasonable out-of-pocket expenses in connection with its review, approval and monitoring of any approved Alteration. Any changes to the Alterations or plans for the Alterations requested by Landlord for its consents shall be at Tenant's expense. 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 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 any damages to the Property caused by such removal.

10.2 Other Structures; Telecommunication Devices. Tenant shall, upon Landlord's advance written approval which shall not be unreasonably withheld, conditioned, or delayed, have the right to: (i) construct temporary structures and improvements on the Land (including fencing portions of the Property) without any requirement to pay Landlord additional rent or other consideration for such temporary structures or improvements; and (ii) place antennas, satellite dishes, and/or other approved communication devices on the roof of the Building provided: (A) in Landlord's sole but reasonable judgment such antennas or other equipment will not adversely affect the structural integrity of the roof or the Building; and (B) such antennas or other equipment will be restricted to the exclusive use of Tenant or its authorized sublessees or assigns as set forth in Article 12. 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 and the requirements of the Association of Fire Underwriters, or similar governing insurance body. 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 the Permitted Use, 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. 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 or the Building.

11. TENANT'S WORK:

11.1 Architect Selection; Costs of Tenant's Work. Tenant shall have the right to select its own architect and engineer for the preparation of design and construction drawings for its requested improvements (including those for mechanical, electrical and plumbing), subject to Landlord's reasonable approval. All costs for space plans, revisions, construction drawings, mechanical and electrical plans and related permitting costs shall be borne by Tenant. Prior to the commencement of Tenant's Work, Tenant shall pay to Landlord as Additional Rent a one-time supervisory and management fee in an amount equal to one percent (1%) of the total hard costs associated with Tenant's Work for Landlord's reasonable out-of-pocket expenses in connection with its review, approval and monitoring of Tenant's Work.

11.2 Measurement of Building. After the Effective Date but prior to the Lease Commencement Date, Tenant shall have the Building measured in accordance with BOMA standards (ANSI 65.1 1996) for industrial buildings. The Building area calculation of 65,005 RSF shall be subject to Tenant's architect's confirmation. If Tenant's architect does not agree with the current area calculations, Tenant shall provide the area calculation as determined by Tenant's architect prior to the Lease Commencement Date. In the event the size of the Building changes as a result of the foregoing measurement, the Parties shall enter into an amendment to this Lease to memorialize the changes to the Leased Premises, Base Rent, and other terms as the Parties agree upon. No re-measurement of the Building shall occur during Term. Notwithstanding the foregoing, in no event shall Landlord modify the methodology of measurement.

11.3 Performance Requirements. 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. Prior to commencing work, Tenant shall provide Landlord with a schedule for Tenant's Work. 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 Work.

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 one hundred twenty (120) days but no more than one hundred eighty (180) 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 copies of the most recent audited annual financial report and other relevant financial information of the proposed subtenant or assignee as Landlord reasonably request.

12.2 Profits. In the event of an assignment or sublease to an Approved Tenant, Tenant shall be entitled to retain one hundred percent (100%) of any surplus rent or profit paid, resulting from such sublease and assignment. In the event of an assignment or sublease to a party that is not an Approved 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 Termination Right. In addition to Landlord's approval rights under

this Article 12, in each instance of a proposed sublease or assignment for the entire Leased Premises, Landlord shall have the option, in its sole discretion, to recapture the Leased Premises and terminate this Lease as of the effective date of the proposed sublease or assignment. Landlord shall exercise its option by providing Tenant notice no later than thirty (30) days following Landlord's receipt of Tenant's written request required in Section 12.1. Tenant shall have ten (10) days from receipt of Landlord's written election to withdraw its request by notifying Landlord of the same. In such event, Landlord's election to terminate shall be null and void.

12.4 Landlord's Review Fee. Tenant shall pay as Additional Rent, Landlord's reasonable counsel fees and out-of-pocket expenses up to an amount not to exceed Twenty Thousand Dollars (\$20,000.00), for Landlord's related costs to review Tenant's request to assign or sublease (excluding an Approved Tenant).

12.5 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 an entity: (a) with which Landlord is already in negotiation; (b) is incompatible with the character or occupancy of the Property; or (c) would subject the Leased Premises to a use which would: (i) involve increased wear upon the Property; 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. Tenant may not assign or sublease (including to an Approved Tenant) if Tenant is then in default beyond any applicable notice and cure period. Any approved assignment or sublease by Landlord shall be solely for the Initial Lease Term, excluding an Approved Tenant. In no event shall any assignee or sublessee, other than an Approved Tenant, have any right to exercise any Extension Option. 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.

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.

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 Building and the leasehold improvements to the Building (exclusive of Tenant's Property); (b) commercial general liability insurance (including coverage for damage or injury caused by the sole 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 naming Tenant and any Approved Tenant as an additional insured; (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.

13.3 Indemnification. 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) due to: (i) Tenant's Negligence; (ii) or arising out of any mechanic's lien filed against the Building, for labor performed or for materials furnished or claimed to be furnished to Tenant; or (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. For the sake of clarity, indemnification with respect to Hazardous Substances is set forth in Section 22(b).

14. **CASUALTY:**

14.1 **Damage or Destruction.** If the Building 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 Building, the Building 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 Paragraph an amount in excess of the insurance proceeds, if any, recovered by it and allocable to the damage to the building 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 equitably abated until the Building, 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 three (3) 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 D 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 or the Building, 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 E and made a part hereof, 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 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 and the full Non-Appropriation Recovery Fee shall be returned to Tenant

17. LIMITATIONS ON LIABILITY:

17.1 Local Government Tort Claims Act. 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. For the sake of clarity, upon tender of the Non-Appropriation Recovery Fee to the escrow agent in accordance with Section 7.2, this Section 17.1 shall not apply to the Non-Appropriation Recovery Fee. 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 "LGTC"); and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time, and that 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, as applicable. Any increases in any caps shall apply automatically to this Lease.

17.2 Limitations on Landlord's Liability. The recovery of any judgment from Landlord shall be limited to Landlord's interest in the Property, the Parties hereby agree that 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 expend an amount in excess of the award received by Landlord for such Taking. If, as a result of such Taking, any part of the Leased Premises is rendered permanently unusable, the Rent shall be equitably

abated. If the Taking does not render any 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 and Monthly Insurance 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, provided, however, that any bona fide dispute with respect to Additional Rent continuing for a period of greater thirty (30) days, shall not be an Event of Default if Landlord fails to use good faith efforts to resolve such dispute;

(iii) Tenant 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 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) The Leased Premises are vacant, unoccupied or deserted for a period of fifteen (15) days at any time during the Term, except for temporary interruptions in use due to casualty, condemnation, or as set forth in Article 25;

(v) 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 fifteen (15) 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 fifteen (15) 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; and

(ii) Notwithstanding Section 19.1(b)(i), Tenant shall immediately be liable to Landlord for the sum of the following: (A) all Rent then in arrears, on a net present value basis; (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 and additional 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.

(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 monthly installments of 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 of any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Provided Landlord is not then in an Event of Default, Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or its rights to pursue any other remedy.

(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's failure to pay Real Estate Taxes or Insurance Costs beyond a period of fifteen (15) days.

(ii) Landlord's failure to timely satisfy Landlord's Roof Obligation pursuant to Section 9.4.

(iii) 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);

(iv) Landlord violates any applicable laws, ordinances, or regulations related to the Property, and such violation continues 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

(v) 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) Before the occurrence of an Event of Default as defined in Section 19.2(a)(i) and (ii) hereof, Landlord shall be entitled to a period of fifteen (15) days after written notice by Tenant to cure. Tenant, in addition to any and all legal and equitable remedies it may have, shall have the right, following thirty (30) days' written notice, to cure said Event of Default and deduct the reasonable costs of such cure from the next installments of Base Rent due and owing.

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:** Tenant shall provide Landlord not less than thirty (30) days' notice in the event Tenant intends to Holdover. In such event, 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, except in an Event of Default.

22. **ENVIRONMENTAL PROVISIONS:**

(a) Tenant shall operate the Leased Premises for the Permitted Use in compliance with all Environmental Regulations. Tenant shall: (i) within fifteen (15) 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 fifteen (15) 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: (i) Hazardous Substances will be stored or contained on the Leased Premises for Tenant's Permitted Use; (ii) the Leased Premises is situated above a former municipal landfill; and (iii) Landlord has previously installed a methane barrier and an active methane monitoring system which are integral to the Building and shall be maintained by Tenant at its own expense.

(b) Tenant shall indemnify and hold Landlord harmless from all liabilities and claims arising from the use, storage or placement of any Hazardous Substances upon the Leased Premises if brought or placed thereon by Tenant or its Agents in violation of applicable Environmental Regulations.

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, and to make repairs and/or alterations in the Lease Premises in accordance with the terms of this Lease.

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 Landlord 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 and to place a "For Sale" sign thereon at any time, subject to Tenant's rights under Article 32. During such 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 building 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, and to the extent any such signs relate to the structural integrity of the Building, shall be subject to the reasonable approval of Landlord, which approval shall not be unreasonably withheld conditioned or delayed.

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:	Gude Drive Properties, LLC c/o Francis O. Day Co., Inc. 850 E. Gude Drive, Suite A Rockville, Maryland 20850
With a copy to:	Investment Properties, Inc. 11 N. Washington Street, Suite 200 Rockville, Maryland 20850 Attention: James F. Whalen
In the event of default a copy to:	American Equity Investment Life Insurance Company 5000 Westown Parkway West Des Moines, IA 50266
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. **RULES AND REGULATIONS:** Tenant shall abide by the Rules and Regulations. Landlord reserves the right to adopt additional reasonable rules and regulations applicable to the

Leased Premises and to amend and supplement such rules and regulations provided said amendments do not unreasonably hinder or interfere with the Permitted Use. Notice of such rules and regulations and of any amendments and supplements thereto shall be provided to Tenant no less than thirty (30) days prior to the effective date of any such changes. In the event of conflict between the terms of this Lease and the Rules and Regulations, the terms of this Lease shall control.

29. **SECOND FLOOR PREMISES:** The current site plan for the Building allows for the construction of the Second Floor Premises. During the Term of the Lease, the Second Floor Premises shall not be leased to a third party or otherwise utilized by either Party. Tenant shall have the right to request to lease the Second Floor Premises at any time during the Term on terms to be negotiated provided: (i) the term shall be coterminous with the Term; (ii) the base rent shall be equitably adjusted in the event Tenant elects to incur the costs of improving the Second Floor Premises; and (iii) Landlord may require reasonable restoration obligations.

30. **EXTENSION OPTIONS:**

30.1 **Tenant's Extension Options.** Provided Tenant is not then Tenant in default beyond any applicable notice and cure period, Tenant shall have three (3) non-assignable 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. As set forth in Section 12.5, in no event shall any assignee or sublessee, other than an Approved Tenant, have any right to exercise any Extension Option.

30.2 **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.

31. **TENANT'S RIGHT OF FIRST OFFER:**

31.1 **Tenant's Property ROFO.** Provided Tenant is not in default beyond any applicable notice and cure period, Tenant shall have a continuous and recurring right of first offer to purchase the Property on the terms set forth in this Section 31.1. If at any time during the Term Landlord: (i) elects to sell the Property; or (ii) receives an unsolicited bona fide offer to purchase all the Property and Landlord intends to accept such offer, Landlord shall notify Tenant of the terms and conditions upon which Landlord would be willing to sell. Tenant shall have thirty (30) days after receipt of such notice to advise Landlord in writing of its election to purchase the Property on the terms set forth therein. If Tenant timely notifies Landlord of its election to purchase the Property on the terms offered, the Parties shall promptly enter into a purchase and sale agreement. If Tenant fails to timely notify Landlord of its election to purchase the Property, or if after using good faith efforts to negotiate, the Parties fail to enter into a binding purchase and sale agreement within fifteen (15) Business Days (unless otherwise extended in writing) of Tenant's election to purchase the Property,

then Tenant's right of first offer set forth herein shall automatically lapse and be extinguished, and Landlord shall thereafter have the right to sell the Property on terms Landlord deems appropriate. Notwithstanding the foregoing, in the event Landlord subsequently fails to enter into a binding purchase and sale agreement with the third party that triggered Tenant's right of first offer within two hundred seventy (270) days of the date of the foregoing notice from Landlord that triggered Tenant's right of first offer, Tenant's right of first offer shall automatically revived with respect to any future efforts of Landlord to sell the Property.

31.2 **Tenant's Adjacent Property ROFO.** Provided Tenant is not in default beyond any applicable notice and cure period, Tenant shall have a separate and continuous and recurring right of first offer to purchase the Adjacent Property on the terms set forth in this Section 31.2. If at any time during the Term of the Lease Landlord's Affiliate: (i) elects to sell the Adjacent Property to a third party who is not an affiliate of Landlord's Affiliate; or (ii) receives an unsolicited bona fide offer to purchase the Adjacent Property and Landlord's Affiliate intends to accept such offer, Landlord's Affiliate shall notify Tenant of the terms and conditions upon which Landlord's Affiliate would be willing to sell. Tenant shall have thirty (30) days after receipt of said notice to advise Landlord's Affiliate in writing of its election to purchase the Adjacent Property on the terms set forth therein. If Tenant timely notifies Landlord's Affiliate of its election to purchase the Adjacent Property on the terms offered, Landlord's Affiliate and Tenant shall promptly enter into a purchase and sale agreement on the terms and conditions stated in Landlord's Affiliate's Notice. If Tenant fails to timely notify Landlord's Affiliate of its election to purchase the Adjacent Property, or if after using good faith efforts to negotiate, Landlord's Affiliate and Tenant fail to enter into a binding purchase and sale agreement within fifteen (15) Business Days (unless otherwise extended in writing) of Tenant's election to purchase the Adjacent Property, then Tenant's right of first offer set forth herein shall automatically lapse and be extinguished, and Landlord's Affiliate shall thereafter have the right to sell the Adjacent Property on terms Landlord's Affiliate deems appropriate. Notwithstanding the foregoing, in the event Landlord's Affiliate subsequently fails to enter into a binding purchase and sale agreement with the third party that triggered Tenant's right of first offer for the Adjacent Property within two hundred seventy (270) days of the date of the foregoing notice from Landlord's Affiliate that triggered Tenant's right of first offer, Tenant's right of first offer shall automatically revived with respect to any future efforts of Landlord's Affiliate to sell the Property. Landlord's Affiliate joins in the execution of this Lease for the limited purpose of evidencing its consent to the foregoing right of first offer to purchase.

32. **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 Tenant's Broker and 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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **TIME OF THE ESSENCE**: Time is of the essence with respect to the terms of this Lease.

40. **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.

41. **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, JOINDER AND EXHIBITS FOLLOW]

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

WITNESS:



LANDLORD:

GUDE DRIVE PROPERTIES, LLC, a
Maryland limited liability company

By:

Name: Francis O. Day, IV

Title: Authorized Person



[TENANT'S SIGNATURE PAGE, JOINDER AND EXHIBITS FOLLOW]

WITNESS:

ABey.

TENANT:

MONTGOMERY COUNTY, MARYLAND, a
body corporate and politic

By: [Signature]
Name: Fauna Kassari
Title: Deputy Chief Administrative Officer

RECOMMENDED BY:

MONTGOMERY COUNTY DEPARTMENT OF
GENERAL SERVICES

By: [Signature]
Name: Gaelan J. Ossant
Title: Deputy Director DGS

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF THE COUNTY ATTORNEY

By: [Signature]
Name: Kimberly Jones
Title: Assistant County Attorney

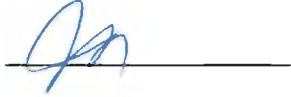
[JOINDER AND EXHIBITS FOLLOW]

JOINDER OF LANDLORD'S AFFILIATE

Dover Properties Three, LLC, a Maryland limited liability company, hereby joins in the execution of this Lease Agreement for the limited purpose of evidencing its consent to the Right of First Offer to Purchase Adjacent Property set forth in Section 31.2 of the Lease Agreement.

WITNESS:

DOVER PROPERTIES THREE, LLC



By:

Name: Francis O. Day, IV

Title: Authorized Person



[EXHIBITS FOLLOW]

Exhibit A

Legal Description of Land

PART OF

PARCEL "D"

ENSOR PROPERTY

Being a parcel of land located in the 4th Election District of Montgomery County, Maryland, being hereinafter described in, through, over and across the property acquired by Francis O. Day, III from Blake D. Merson and Mabel H. Merson by deed dated September 14, 1982 and recorded among the Land Records of Montgomery County, Maryland in Liber 5930 at Folio 051 and also being in, through, over and across Parcel "D" as delineated on a plat of subdivision entitled "PARCEL D-ENSOR PROPERTY" as recorded among the aforesaid Land Records in Plat Book 140 as Plat 16087 and being more particularly described by Macris, Hendricks and Glascock, P.A. in the Washington Suburban Sanitary Commission Datum as follows:

Beginning for said parcel of land at a point on the westerly right-of-way limits of Onde Drive (120'R/W), said point also being at the northerly end of the South 01°55'18" East, 28.28 foot line of Parcel "D" as delineated on the aforesaid plat, said point of beginning having a coordinate value of North 76,564.38 feet and West 37,164.64 feet, then running with and along said line

1. South 01°55'18" East, 28.28 feet to a point, said point being on the westerly right-of-way limits of Dover Road (75'R/W), then running with and along said right-of-way limits
2. 112.41 feet along the arc of a curve deflecting to the left having a radius of 335.00 feet and a chord bearing and length of South 34°09'24" West, 111.89 feet to a point, then
3. South 24°32'36" West, 100.00 feet to a point, then
4. 170.87 feet along the arc of a curve deflecting to the right having a radius of 265.00 feet and a chord bearing and distance of South 43°00'54" West, 167.92 feet to a point, then

5. South 61°29'11" West, 162.65 feet to a point, then leaving said right-of-way limits of Dover Road to cross part of said Parcel "D"
6. North 43°44'52" West, 287.59 feet to a point, then
7. North 45°17'31" East, 16.45 feet to a point, then
8. North 43°46'37" West, 63.17 feet to a point, then
9. North 46°14'33" East, 217.03 feet to a point, then
10. North 43°45'27" West, 315.92 feet to a point, then
11. North 46°13'44" East, 164.54 feet to a point, then
12. North 43°45'25" West, 27.97 feet to a point, then
13. North 46°13'44" East, 108.00 feet to a point, then
14. South 56°58'50" East, 32.17 feet to a point, then
15. South 43°45'27" East, 218.75 feet to a point then
16. North 46°14'33" East, 49.61 feet to a point, said point being on the aforesaid southerly right-of-way limits of Gude Drive (120' R/W), then running with and along said right-of-way limits
17. 397.43 feet along the arc of a curve deflecting to the left, having a radius of 2,928.79 feet and a chord bearing and distance of South 41°16'03" East, 397.13 feet to the point of beginning; containing 296,662 square feet or 6.81042 acres of land.

Parcel I.D.: 04/001/02656976

Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not visible on this document in a way that should be considered to certify unrestricted attendance. The certification contained on this document shall not apply to any copies.

Donalson H. Riggs

Donalson H. Riggs, P.A.
Donalson H. Riggs, Principal Land Surveyor
P.L.S. Registration No. 10912



SA1077HRSJQC
61-222/Donalson Prop.
10/26/99

Subsequent to the date this description was prepared, the property described herein has been resubdivided into Parcel lettered "F" in the subdivision known as "ENSOR PROPERTY" pursuant to plat thereof recorded among the Land Records of Montgomery County, Maryland as Plat No. 21528, and it is the intent of the grantor herein to convey said Parcel lettered "F" by this instrument.

Tax Account No. 4-3303834 (Master A/C No. 4-2656976)

Title Insurer: None

Exhibit B

Depiction of the Leased Premises

Note: Second Floor Premises not Part of Leased Premises and not Shown

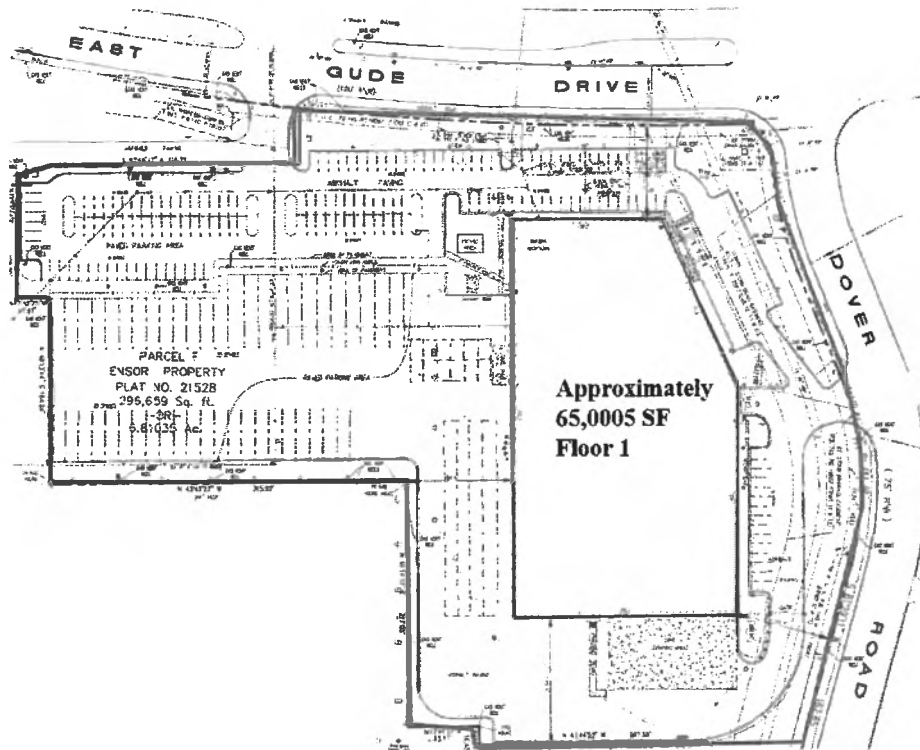


Exhibit C

[Intentionally Deleted]

Exhibit D

Form of Tenant Estoppel Certificate

TENANT ESTOPPEL CERTIFICATE

This estoppel certificate ("Estoppel Certificate") is made effective as of the ____ day of _____, 20__ (the "Effective Date") by the undersigned, Montgomery County, Maryland, a body corporate and politic (the "Tenant"). Tenant and _____ (the "Landlord") are parties to a lease agreement dated _____ (as amended, collectively referred to herein as the "Lease"), for approximately _____ square feet located on the _____ floor of the building together with the land on that certain real property situated in the City of _____, County of _____, _____, having a street address of _____ (the "Leased Premises"). Landlord has requested that Tenant provide Landlord and _____ [Name of Lender], a _____, its successors and/or assigns ("Lender"), with this Estoppel Certificate as permitted from time to time under the terms of the Lease. Tenant hereby certifies to Landlord and Lender as follows:

1. Tenant has accepted the Leased Premises and taken possession thereof. Landlord and Tenant have completed and complied with all required conditions precedent to such acceptance and possession. The term of the Lease commenced on or before _____ and continues through at least _____ (the "Term"). The Lease contains (____) renewal terms of _____ (____) years each. The current fixed monthly rent due as of the date hereof is \$_____, which rent obligation is continuing and is not past due or delinquent. Tenant pays rent in accordance with the terms of the Lease. Tenant paid no security deposit under the terms of the Lease but has posted in escrow a Non-Appropriation Recovery Fee (i.e., \$2,700,000.00) as set forth in Section 7 of the Lease.
2. Neither Tenant nor Landlord is in default under the Lease, beyond any applicable notice and cure period. To the best of Tenant's actual knowledge, information or belief as of the Effective Date, no current circumstance exists that could in the future give rise to a default under the terms of the Lease. The space for parking provided by Landlord satisfies the requirements of the Lease.
3. The Lease, attached as Exhibit A, is a true, correct, and complete copy of the Lease. The Lease is in full force and effect and has not been modified, supplemented, or amended in any way other than as set forth in Exhibit A. The Lease represents the entire agreement between Landlord and Tenant as to all or any part of the Leased Premises.
4. Tenant has not assigned the Lease or sublet all or any portion of the Leased Premises, except as attached as in Exhibit B.
5. The undersigned further acknowledges that all requirements, conditions, representations, warranties and obligations of Landlord as stipulated in the Lease have been complied with to the satisfaction of the undersigned.

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 D

Exhibit B

Subleases and Assignments

[attached, separately paginated]

Exhibit D

Exhibit E

Form of SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN 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 861 E Gude Drive, Rockville, Maryland 20850 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 December 15, 2020 (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; and

WHEREAS, Tenant is in possession of all or part of the Property under and by virtue of a lease agreement dated _____, 20__ 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 Tenant'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"), 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 the parties hereto provided however, that Tenant shall not be responsible for the recapture of rent payments made to Former Landlord if notice of such attornment is not provided to Tenant. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Landlord, Lender (with concurrent notice of such request to Landlord) or Successor Landlord, an estoppel certificate in substantially the form contained in the

Lease which consists of certifying the following statements (if true): (i) the Lease is in full force and effect; (ii) the amount of rent paid and whether any rent obligation is past due or delinquent; (iii) the date of the commencement of the term of the Lease; (iv) a copy of any amendments or modifications to the Lease; (v) that all requirements, conditions, representation and warranties and obligations of Landlord as set forth in the Lease have been complied with. 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 modification or amendment to the Lease made without Lender's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed;

(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; or

(f) *Tenant's Adjacent Property Right of First Offer.* Any obligation arising under Section 31.2 of the Lease.

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 such period shall not exceed one hundred and eighty (180) days unless litigation precludes such remedy within such timeframe and in such event the period shall be extended until such litigation is resolved. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.

6. Amendment to Lease. Landlord agrees not to enter into any agreement with Tenant purporting to amend the terms of the Lease without Lender's joinder and prior written consent. Tenant acknowledges Lender's joinder and prior written consent is required for any modification or amendment to the Lease. Tenant agrees that any modification or amendment made to the Lease 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:

With a copy not to constitute
notice to:

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 non-disturbance agreements by the holder of, the Collateral Documents.

13. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original, but which together shall constitute the one and the same instrument.

[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:

By: _____
Name: _____
Title: _____

STATE OF _____, COUNTY OF _____, ss:

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, to me personally known, who being by me duly sworn or affirmed did say that he is _____ of _____ that said instrument was signed on behalf of said corporation by authority of _____; and that the said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed for said corporation, by it and by said officer voluntarily executed.

Notary Public in and for said county and state

[Notary Stamp]
[My commission expires]

[LANDLORD'S SIGNATURE, TENANT'S SIGNATURE AND EXHIBITS FOLLOW]

WITNESS:

LANDLORD:

By:

Name:

Title:

STATE OF MARYLAND, COUNTY OF _____, ss

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who being by me duly sworn or affirmed did say and acknowledge that that person is an Authorized Person of _____ that said instrument was signed on behalf of said limited liability company by authority of its members, and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.

Notary Public in and for the jurisdiction aforesaid
My commission expires: _____

[TENANT'S SIGNATURE AND EXHIBITS FOLLOW]

WITNESS:

TENANT:

By: _____
Name: _____
Title: _____

STATE OF MARYLAND, COUNTY OF MONTGOMERY, ss

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who being by me duly sworn or affirmed did say and acknowledge that that person is the _____ of _____, a body corporate and politic that said instrument was signed on behalf of said body corporate and politic by authority, and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the jurisdiction aforesaid
My commission expires: _____

RECOMMENDED BY:

MONTGOMERY COUNTY DEPARTMENT OF
GENERAL SERVICES

By: _____
Name: _____
Title: _____

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

THE LAND SITUATED IN THE COUNTY OF MONTGOMERY, STATE OF MARYLAND,
AND IS DESCRIBED AS FOLLOWS:

Parcel F in the subdivision known as "Subdivision Record Plat, Parcels E & F,
ENSOR PROPERTY" as per plat recorded on August 1, 2000, Plat No. 21528,
among the land records of Montgomery County, Maryland;

ALSO known as 861 E. Gude Drive, Rockville, Maryland 20850.

Exhibit F

Escrow Agreement

Attached, Separately Paginated.



ESCROW AGREEMENT

This Escrow Agreement dated this ____ day of _____, _____ (the "Escrow Agreement"), is entered into by and among _____, a _____ (the "Tenant"), _____, a _____ (the "Landlord") and together with the Tenant, each a "Party" and collectively, the "Parties"), and Wilmington Trust, National Association, as escrow agent ("Escrow Agent").

RECITALS

WHEREAS, the Parties have entered into that certain Lease Agreement dated _____ (the "Lease") for the lease of real property located at 861 E. Gude Drive, Rockville, Maryland 20850 as more particularly set forth therein;

WHEREAS, pursuant to Section 7.2 of the Lease, Tenant is required to deposit the sum of money set forth in Section 1.1(a) of this Escrow Agreement until the tenth (10th) anniversary of the rent commencement date set forth in the Lease (the "Release Date");

WHEREAS, in the event Tenant elects not to appropriate funds for the payment of rent under the Lease at any time prior to the Release Date, Landlord shall be immediately entitled to the Escrow Property as liquidated damages due to the early termination of the Lease;

WHEREAS, the Parties desire Escrow Agent to serve as escrow agent under this Escrow Agreement and to provide for the terms for the Escrow Account; and

NOW, THEREFORE, in consideration of the premises, and further consideration of the covenants set forth hereafter, the parties hereby mutually agree as follows:

ARTICLE 1 ESCROW DEPOSIT

1.1. Receipt of Escrow Property.

(a) Upon execution of this Escrow Agreement by each of the parties hereto, Tenant shall deposit the sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00), into a United States Dollar denominated account (the "Escrow Account") established by the Escrow Agent. The Escrow Account is set forth below:

Manufacturers & Traders Trust Co.
ABA# 031100092
A/C# [_____]
A/C Name: [_____]
Attn: Global Capital Markets

(b) The Escrow Agent will hold the deposit in the Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom (the "Escrow Property"), in escrow upon the terms and conditions set forth in this Escrow Agreement and shall not disburse funds from the Escrow Account except as provided herein.

1.2. Investments.

(a) The Escrow Agent shall invest the cash portion of the Escrow Property in accordance with the written instructions provided to the Escrow Agent and signed by the Parties, provided that such investment vehicle is one offered by the Escrow Agent at the time of such instruction. In the absence of written investment instructions from the Parties, the Escrow Agent shall hold the Escrow Property uninvested, without interest thereon. For the avoidance of doubt, any investment earnings and income on the Escrow Property shall become part of the Escrow Property and shall be disbursed in accordance with Section 1.3 below. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. The Escrow Agent shall not be liable for collection items until such proceeds have been received, or the Federal Reserve has given the Escrow Agent credit for the funds.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The

Escrow Agent shall have no responsibility or liability for any loss which may result from any investment, including, without limitation, negative interest, or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) The Parties hereby agree that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered.

(d) In the event that market conditions are such that negative interest applies to amounts deposited with the Escrow Agent, the Parties, jointly and severally, shall be responsible for the payment of such interest and the Escrow Agent shall be entitled to deduct from amounts on deposit with it an amount necessary to pay such negative interest. For the avoidance of doubt, the indemnification protections afforded to the Escrow Agent under Section 3.1 of this Agreement shall cover any interest-related expenses (including, but not limited to, negative interest) incurred by the Escrow Agent in the performance of its duties hereunder

1.3. Disbursements.

(a) Within two Business Days of acknowledged receipt of written instructions or Judgment signed by an Authorized Representative, as defined below, of each of Tenant and the Landlord, substantially in the form attached hereto as Exhibit A-1 ("**Written Direction**"), the Escrow Agent shall disburse the Escrow Property (or a portion thereof) as provided in such Written Direction, but only to the extent that sufficient funds have been delivered to the Escrow Agent in accordance with Section 1.1 hereto and that any callback required by the Escrow Agent pursuant to Section 1.5 has been completed. In the absence of written instruction to the contrary, if any residual interest posts to the Escrow Account after the final distribution of the Escrow Property, the Escrow Agent shall (i) deem any residual interest of less than fifty (50) dollars as an additional fee payable to the Escrow Agent, or (ii) deem any residual interest greater than fifty (50) dollars as payable to the owner of income as listed in Section 1.6 using payment instructions set forth on Schedule I or by check to the address listed in the Notices Section 4.4.

(b) In the event that Escrow Agent makes any payment to any other party pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another party or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the recipient shall repay to the Escrow Agent upon written request the amount so paid to it.

(c) The Escrow Agent shall, in its sole discretion, comply with judgments or orders issued or process entered by any court with respect to the Escrow Property, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter and in accordance with its normal business practices ("**Judgment**"). If the Escrow Agent complies with any such Judgment then Escrow Agent shall not be liable to either Party or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order or process.

(d) Each Party understands and agrees that the Escrow Agent shall have no obligation or duty to act upon a Written Direction delivered to the Escrow Agent for the disbursement of Escrow Property under this Escrow Agreement if such Written Direction is not (i) in writing, (ii) signed by, in the case of Tenant, any individual designated by Tenant on Exhibit B-1 hereto or, in the case of Landlord, any individual designated by Landlord on Exhibit B-2 hereto (in each case, each such individual an "**Authorized Representative**" of such Party), and (iii) delivered to, and able to be authenticated by, the Escrow Agent in accordance with Section 1.5. The Escrow Agent shall have no duty or obligation to verify that the person who sent such instruction is, in fact, a person duly authorized to give instructions on behalf of a Party, other than to verify that the signature of the Authorized Representative on any such instruction appears to be the signature of such person.

(e) Upon request, the Escrow Agent will furnish monthly statements to the respective contact(s) set forth on Exhibit D hereto setting forth the activity in the Escrow Account.

1.4. Written Direction and Other Instruction.

(a) With respect to any Written Direction or any other notice, direction or other instruction required to be delivered by a Party to the Escrow Agent under this Escrow Agreement, the Escrow Agent

is authorized to follow and rely upon any and all such instructions given to it from time to time if the Escrow Agent believes, in good faith, that such instruction is genuine and to have been signed by an Authorized Representative of such Party. Each Party acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent, and that there may be more secure methods of transmitting instructions other than the method selected by such Party. The Escrow Agent shall have no responsibility or liability for any loss which may result from:

(i) any action taken or not taken by the Escrow Agent in good faith reliance on any such signatures or instructions;

(ii) as a result of a Party's reliance upon or use of any particular method of delivering instructions to the Escrow Agent, including the risk of interception of such instruction and misuse by third parties; or

(iii) any officer or Authorized Representative of a Party named in an incumbency certificate, Exhibit B-1 or Exhibit B-2 delivered hereunder prior to actual receipt by the Escrow Agent of a more current incumbency certificate or an updated Exhibit B-1 or Exhibit B-2 and a reasonable time for the Escrow Agent to act upon such updated or more current certificate or Exhibit.

(b) Tenant may, at any time, update Exhibit B-1 and Landlord may, at any time, update Exhibit B-2 by signing and submitting to the Escrow Agent an updated Exhibit. Any updated Exhibit shall not be effective unless the Escrow Agent countersigns a copy thereof. The Escrow Agent shall be entitled to a reasonable time to act to implement any changes on an updated Exhibit.

1.5. Delivery and Authentication of Written Direction.

(a) The Written Direction must include the name and signature of the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check that the name and signature of the person identified on the Written Direction appears to be the same as the name and signature of an Authorized Representative of such Party.

(i) Upon receipt of Written Direction and verification of signature as set forth in 1.5(a) above, the Escrow Agent shall follow internal policies and procedures for confirming the validity or authenticity of funds transfer instructions, which may include a telephone call to an Authorized Representative of the Party purporting to deliver the Written Direction (which Authorized Representative may be the same as the Authorized Representative who delivered the Written Direction) at any telephone number for such Authorized Representative as set forth on Exhibit B-1 or Exhibit B-2, as applicable, to obtain oral confirmation of delivery of the Written Direction. If the Written Direction is a joint written notice of the Parties, the Escrow Agent may call back an Authorized Representative of both of those Parties; and

(b) Each Party acknowledges and agrees that given its particular circumstances, including the nature of its business, the size, type and frequency of its instructions, transactions and files, internal procedures and systems, the alternative security procedures offered by the Escrow Agent and the security procedures in general use by other customers and banks similarly situated, the security procedures set forth in this Section 1.5 are a commercially reasonable method of verifying the authenticity of a payment order in a Written Direction.

(c) The Escrow Agent is authorized to execute, and each Party expressly agrees to be bound by any payment order in a Written Direction issued in its name (and associated funds transfer) that is: (i) accepted by the Escrow Agent in accordance with the security procedures set forth in this Section 1.5, whether or not authorized by such Party; or (ii) authorized by or on behalf of such Party or for which such Party is otherwise bound under the law of agency, whether or not the security procedures set forth in this Section 1.5 were followed, and to debit the Escrow Account for the amount of the payment order. Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without negligence or misconduct if the Escrow Agent is authorized to execute the payment order under this Section 1.5. Any action taken by the Escrow Agent pursuant to this Section 1.5 prior to the Escrow Agent's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment of a Written Direction shall not be affected by such notice of revocation, cancellation or amendment of a Written Direction.

(d) The security procedures set forth in this Section 1.5 are intended to verify the authenticity of payment orders provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment order. The Escrow Agent is not responsible for detecting an error in the payment order, regardless of whether either Party believes the error was apparent, and the Escrow Agent is not liable for any losses arising from any failure to detect an error.

(e) When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Escrow Agent, and any other banks participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. Each Party agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Escrow Agent hereunder.

(f) The Escrow Agent shall not be obliged to make any payment requested under this Escrow Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section 1.5. The Escrow Agent's inability to confirm a payment order may result in a delay or failure to act on that payment order. Notwithstanding anything else in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment order as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section 1.5 and shall not be liable or responsible for any losses arising in relation to such delay or failure to act.

1.6. Income Tax Allocation and Reporting.

Escrow Agent's function of making such payments is solely ministerial and upon written direction of the Parties.

(a) Each Party agrees that, for tax reporting purposes, the Escrow Property shall be deemed to be the property of **Tenant** and all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by to the extent required by the Internal Revenue Code of 1986, as amended (the "**Code** ") to be reported as having been earned by such Party, whether or not such income was disbursed during such calendar year. The Escrow Agent shall be deemed the payor of any interest or other income paid upon investment of the Escrow Property for purposes of performing tax reporting. With respect to the preparation, delivery and filing of such required tax information reporting forms and all matters pertaining to the reporting of earnings on funds held under this Escrow Agreement, the Escrow Agent shall be entitled to request and receive written instructions from the Parties, and the Escrow Agent shall be entitled to rely conclusively and without further inquiry on such written instruction. With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed the payor and shall have no responsibility for performing tax reporting. The Escrow.

(b) Prior to the execution of this Escrow Agreement, or within two days thereafter, each Party shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. Each Party understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property provided that prior notice of such obligation is given to the Parties. The Parties, jointly and severally, hereby indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.6(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

1.7. Termination. This Escrow Agreement shall terminate on _____, 20____, at which time the Escrow Agent is authorized and directed to disburse the Escrow Property in accordance with Section 1.3 (Disbursements) and this Escrow Agreement shall be of no further force and effect, except that the provisions of Sections 1.6 (Tax Allocation and Reporting), 3.1 (Indemnification) and 3.2 (Limitation of Liability) hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties expressly and specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to either Party or any other person under this Escrow Agreement or otherwise. The Escrow Agent will not be responsible or liable for the failure of either Party to perform in accordance with this

Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the parties and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent acts hereunder as escrow agent only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof. The Escrow Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the Escrow Property, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement, any other agreement or otherwise.

2.2. Rights of the Escrow Agent. No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports, to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement.

2.3. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees and shall not be responsible for the acts or omissions of such agents, representatives, attorneys, custodians or nominees appointed with due care.

2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

ARTICLE 3

PROVISIONS CONCERNING THE ESCROW AGENT

3.1. Indemnification. The Parties, jointly and severally, hereby indemnify and defend the Escrow Agent and its directors, officers, employees and agents (collectively, the “**Indemnified Parties**”), and hold the Indemnified Parties harmless from any and against all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature, (including, without limitation, negative interest, attorney's fees and expenses and the costs of enforcement of this Escrow Agreement or any provision thereof), which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of the Escrow Agent under this Escrow Agreement or arising out of the existence of the Escrow Account, except to the extent the same shall have been finally adjudicated to have been directly caused by the Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of the parties hereunder. The terms of this paragraph shall survive termination of this Escrow Agreement.

3.2. Limitation of Liability.

(a) THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ESCROW AGREEMENT, THE ESCROW ACCOUNT, THE ESCROW PROPERTY, OR THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) SPECIAL, INDIRECT, PUNITIVE INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND

REGARDLESS OF THE FORM OF ACTION, OR (III) ANY AMOUNT IN EXCESS OF THE VALUE OF THE ESCROW PROPERTY.

(b) Any obligation or liability of Tenant arising in any way from this Escrow Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by Tenant in this Escrow Agreement 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 "LGTC"); and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by Tenant in this Escrow Agreement 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, as applicable. Any increases in any caps shall apply automatically to this Escrow Agreement.

3.3. Resignation or Removal. The Escrow Agent may, at any time, resign as escrow agent hereunder by furnishing written notice of its resignation to each Party. At such time, all fees and expenses to which the Escrow Agent is entitled shall be immediately due and payable to Escrow Agent. The Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent shall be entitled, at its sole discretion and at the expense of Tenant and Landlord, divided equally, to petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

3.4. Compensation.

(a) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid from the Escrow Property. Such compensation is intended for the Escrow Agent's services as contemplated by this Escrow Agreement. In addition to such compensation, in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and any services or work performed by Escrow Agent in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law.

(b) As security for the due and punctual performance of any and all of the Parties' obligations to the Escrow Agent hereunder, now or hereafter arising, the Parties, individually and collectively, hereby pledge, assign and grant to the Escrow Agent a continuing security interest in, and a lien on and right of setoff against, the Escrow Property and all distributions thereon, investments thereof or additions thereto (whether such additions are the result of deposits by the Parties or the investment of Escrow Property or otherwise). If any fees, expenses or costs incurred by, or any obligations owed to, the Escrow Agent hereunder are not promptly paid when due, the Escrow Agent may reimburse itself therefore from the Escrow Property. The security interest and setoff rights of the Escrow Agent shall at all times be valid, perfected and enforceable by the Escrow Agent against the Parties and all third parties in accordance with the terms of this Escrow Agreement.

The terms of this Section 3.4 shall survive termination of this Escrow Agreement.

3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, refuse to act until the Escrow Agent: (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Property; or (b) receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Escrow Agent, directing delivery of the Escrow Property. The Escrow Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Escrow Agent may file an

interpleader action in a state or federal court, and upon the filing thereof, the Escrow Agent will be relieved of all liability as to the Escrow Property and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of the Escrow Agent.

3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any Party or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities including but not limited to, computer (hardware or software), payment systems, or communications services; provided that such loss or malfunction was not caused by the Escrow Agent's gross negligence, willful misconduct, or failure to maintain commercially reasonable and up-to-date security and data protection measures; hacking, cyber-attacks or other unauthorized infiltration of the Escrow Agent's information technology infrastructure; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances, which shall include the prompt activation of its business continuity plan and taking all reasonable steps to mitigate the effects of the force majeure event and to continue to safeguard and segregate the Escrow Property. If a Force majeure event prevents the Escrow Agent from performing its obligations under this Escrow Agreement for a continuous period of five (5) business days, the Parties shall have the right to terminate this Agreement upon written notice to the Escrow Agent, and shall be entitled to the immediate return of all funds held in escrow, without set-off or deduction.

3.9. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability and shall be fully protected in acting in accordance with the advice or opinion of such counsel.

3.10. No Financial Obligation. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory.

ARTICLE 4 MISCELLANEOUS

4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of each Party and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties and the Escrow Agent shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

4.2. **Escheat.** Each Party is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to either Party or any other party, should any or all of the Escrow Property escheat by operation of law.

4.3. **Notices.** All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, (iii) by mail or by certified mail, return receipt requested, and postage prepaid, or (iv) by electronic transmission; including by way of e-mail (as long as such email is accompanied by a PDF or similar version of the relevant document bearing the signature of an Authorized Representative for the Party sending the notice) with email confirmation of receipt. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of each Party to notify the Escrow Agent in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Tenant:

Attention:
Telephone:
Email:

with a copy to:

Attention:
Telephone:
Email:

If to Landlord:

Attention:
Telephone:
Email:

with a copy to:

Attention:
Telephone:
Email:

If to the Escrow Agent:

Wilmington Trust, National Association
Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890

Attn: [_____]

Email address: [_____]

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any laws relating to choice of laws (whether of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland.

4.5. Venue. Each Party and the Escrow Agent hereby consent to the exclusive personal jurisdiction of the United States District Court for the District of Maryland in the event of a dispute arising out of or under this Escrow Agreement. Each Party and the Escrow Agent hereby irrevocably waives any objection to the laying of the venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in such suit, action or proceeding.

4.6. Entire Agreement. This Escrow Agreement and the exhibits attached hereto set forth the entire agreement and understanding of the parties related to the Escrow Property and supersedes all prior agreements and understandings, oral or written. If a court of competent jurisdiction declares a provision invalid, it will be ineffective only to the extent of the invalidity, so that the remainder of the provision and Escrow Agreement will continue in full force and effect. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Lease, as with respect to the rights of the Tenant and Landlord, the terms of the Lease shall control and prevail; provided, in no event shall the Escrow Agent be bound by the terms of the Lease. This Escrow Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies.

4.7. Amendment. This Escrow Agreement may be amended, modified, supplemented, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent; provided that Exhibit B-1 or Exhibit B-2, as applicable, may be amended at any time in accordance with Section 1.4.

4.8. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

4.9. Interpretation. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement. Unless otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Any references to an Exhibit is a reference to an Exhibit of this Escrow Agreement.

4.10. Electronic Signatures; Facsimile Signatures; Counterparts. This Escrow Agreement may be executed in one or more counterparts. Such execution of counterparts may occur by manual signature, electronic signature, facsimile signature, manual signature transmitted by means of facsimile transmission or manual signature contained in an imaged document attached to an email transmission, and any such execution that is not by manual signature shall have the same legal effect, validity and enforceability as a manual signature. Each such counterpart executed in accordance with the foregoing shall be deemed an original, with all such counterparts together constituting one and the same instrument. The exchange of executed copies of this Escrow Agreement or of executed signature pages to this Escrow Agreement by electronic transmission, facsimile transmission or as an imaged document attached to an email transmission shall constitute effective execution and delivery hereof. Any copy of this Escrow Agreement which is fully executed and transmitted in accordance with the terms hereof may be used for all purposes in lieu of a manually executed copy of this Escrow Agreement and shall have the same legal effect, validity and enforceability as if executed by manual signature.

4.11. Waiver of Jury Trial. **EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

TENANT

By: _____
Name:
Title:
Date:

LANDLORD

By: _____
Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____
Name:
Title:
Date:

Schedule I

Wire Transfer Instructions

MONTGOMERY COUNTY, MARYLAND

Bank Name: _____

ABA Number: _____

Account Name: _____

Account Number: _____

GUDE DRIVE PROPERTIES, LLC

Bank Name: _____

ABA Number: _____

Account Name: _____

Account Number: _____

EXHIBIT A

Form of Written Direction

[Form to be provided by Tenant/Landlord, provided that any alternative form contain substantially all information in the table below]

Example for reference purposes only:

[date]
Wilmington Trust, National Association
[Corporate Client Services]
1100 N. Market Street
Wilmington, DE 19890
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among [_____] (“[Tenant]”), [_____] (“[Landlord]”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “Escrow Agent”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a [] Written Direction referred to in Section [] of the Escrow Agreement.

[] and [] hereby jointly instruct the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), as follows:

Amount:	
Beneficiary Bank Name:	
Beneficiary Bank Address Line 1:	
Beneficiary Bank Address Line 2:	
Beneficiary Bank Address Line 3:	
ABA#:	
SWIFT#:	
Beneficiary Account Title:	
Beneficiary Account No./IBAN:	
Beneficiary Address Line 1:	
Beneficiary Address Line 2:	
Beneficiary Address Line 3:	
Additional Information:	

[TENANT]

By: _____
Name:
Title:
Date:

[LANDLORD]

By: _____
Name:
Title:
Date:

EXHIBIT B

EXHIBIT B-1

**CERTIFICATE AS TO AUTHORIZED SIGNATURES
OF TENANT**

Tenant hereby designates each of the following persons as its Authorized Representative for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account established under this Escrow Agreement to which this Exhibit B-1 is attached, on behalf of Tenant.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

COMPLETE BELOW TO UPDATE EXHIBIT B-1

If Tenant wishes to change the names or details of any of its Authorized Representatives, Tenant must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-1 with such changes. Any updated Exhibit B-1 shall be effective once signed by Tenant and Escrow Agent and shall entirely supersede and replace any prior Exhibit B-1 attached to this Escrow Agreement or submitted to Escrow Agent.

TENANT



By: _____
Name: _____
Title: _____
Date: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____
Date: _____

Internal Use Only:

- ☐ Updated details of Authorized Representatives completed in full
- ☐ Signed by a representative of Tenant per relevant board resolutions/certificate of incumbency on file (if relevant).
- ☐ Call-back performed to Tenant to confirm authenticity of updated Exhibit B-1:

Person Called: _____ Date of Call: _____ Time of Call: _____ am/pm

Reviewed by (name): _____ Signature: _____ Date: _____

EXHIBIT B-2

**CERTIFICATE AS TO AUTHORIZED SIGNATURES
OF LANDLORD**

Landlord hereby designates each of the following persons as its Authorized Representative for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account[s] established under this Escrow Agreement to which this Exhibit B-2 is attached, on behalf of Landlord.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

COMPLETE BELOW TO UPDATE EXHIBIT B-2

If Landlord wishes to change the names or details of any of its Authorized Representatives, Landlord must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-2 with such changes. Any updated Exhibit B-2 shall be effective once signed by Landlord and Escrow Agent and shall entirely supersede and replace any prior Exhibit B-2 attached to this Escrow Agreement or submitted to Escrow Agent.

LANDLORD

By: _____



Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name:
Title:
Date:

Internal Use Only:

- ☐ Updated details of Authorized Representatives completed in full
- ☐ Signed by a representative of Landlord per relevant board resolutions/certificate of incumbency on file (if relevant).
- ☐ Call-back performed to Landlord to confirm authenticity of updated Exhibit B-2:

Person Called: _____ Date of Call: _____ Time of Call: ____ am/pm

Reviewed by (name): _____ Signature: _____ Date: _____



EXHIBIT C

Fees of Escrow Agent

Acceptance Fee:

TBD

Initial Fees as they relate to Wilmington Trust, N.A. acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). **Acceptance Fee payable prior to, or within one business day after, the Escrow Agreement is executed by all parties.**

Escrow Agent Administration Fee:

TBD

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. This fee shall be payable [monthly/annually/other(fill in)].

Wilmington Trust, N.A.'s fees are based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Estimated Term of Escrow Agreement: TBD
- Investment of Escrow Property in: TBD

Out-of-Pocket Expenses:

Billed at Cost



EXHIBIT D

Escrow Account Statement Recipients

[Tenant] Statement Recipient:

[Address]

Email:

Attn:

[Landlord] Statement Recipient:

[Address]

Email:

Attn:

Exhibit G

Rules and Regulations

1. Except as set forth in Section 26.2 of the Lease, Tenant may not place any signs on the Property without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. This prohibition includes any portable signs or vehicles placed within the parking lot, common areas or on streets adjacent thereto for the purpose of advertising or display. Landlord has the right to remove any such unapproved item without notice at Tenant's expense.
2. Tenant may not use, keep or permit to be used or kept any flammable or combustible materials without proper governmental permits and approvals.
3. Tenant may not permit cooking in or about the Premises other than in microwave ovens.
4. Tenant may not use or permit the use of the Leased Premises for lodging or sleeping, or public assembly.
5. Tenant may not block entrances or drive aisles to the Property or block access to adjacent properties.
6. Tenant will protect electrical panels and building mechanical equipment from damage from forklift trucks.
7. No animals (other than service animals) or birds of any kind may be brought into or kept in or about the Leased Premises.
8. All goods, including material used to store goods, delivered to the Leased Premises may not be left in parking or exterior loading areas overnight.
9. Tenant may not park or store tractor trailers in the auto parking areas of the industrial park or on streets adjacent thereto.
10. Tenant will be responsible for the safe storage and removal of all pallets.
11. All trash and refuse will be contained in suitable receptacles stored behind screened enclosures.
12. Tenant may not store or permit the storage or placement of goods or merchandise in or around the common areas surrounding the Premises. No displays or sales of merchandise are allowed in the parking lots or other common areas.
13. Tenant will provide Landlord access to fire protection and any related communications equipment in the Leased Premises in accordance with Article 24 of the Lease.