

OFFICE LEASE

WHEATON PLAZA REGIONAL SHOPPING CENTER

WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P.,
a Maryland limited liability partnership

as Landlord,

and

MONTGOMERY COUNTY, MARYLAND,
a Body Corporate and Politic and Political Subdivision of the State of Maryland

as Tenant.

TABLE OF CONTENTS

	<u>Page</u>
1. BUILDING AND PREMISES.....	1
2. LEASE TERM.....	1
3. RENT.....	1
4. ADDITIONAL RENT; OPERATING EXPENSES; TAX EXPENSES.....	2
5. USE OF PREMISES.....	4
6. SERVICES AND UTILITIES.....	4
7. REPAIRS.....	5
8. ADDITIONS AND ALTERATIONS.....	5
9. COVENANT AGAINST LIENS.....	6
10. INSURANCE.....	6
11. DAMAGE AND DESTRUCTION.....	7
12. NONWAIVER.....	7
13. EMINENT DOMAIN.....	8
14. ASSIGNMENT AND SUBLETTING.....	8
15. OWNERSHIP AND REMOVAL OF TRADE FIXTURES.....	8
16. HOLDING OVER.....	8
17. ESTOPPEL CERTIFICATES.....	8
18. SUBORDINATION.....	9
19. DEFAULTS; REMEDIES.....	9
20. FORCE MAJEURE.....	9
21. SECURITY DEPOSIT.....	9
22. SUBSTITUTION OF OTHER PREMISES.....	10
23. SIGNS.....	10
24. COMPLIANCE WITH LAW.....	10
25. LATE CHARGES.....	10
26. LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT.....	10
27. ENTRY BY LANDLORD.....	10
28. TENANT PARKING.....	11
29. MISCELLANEOUS PROVISIONS.....	11
 EXHIBITS	
A	OUTLINE OF PREMISES
B	TENANT WORK LETTER
C	NOTICE OF LEASE TERM DATES
D	RULES AND REGULATIONS
E	ESTOPPEL CERTIFICATE
F	FORM OF SHORT FORM OF MEMORANDUM OF LEASE

INDEX

	<u>Page(s)</u>
Additional Notice.....	5
Additional Rent.....	2
After-Hours HVAC.....	5
Alterations.....	5
Base Building.....	5
Base Rent.....	1
Base Year.....	2
Broker.....	13
Building.....	1
Building Parking Facility.....	1
Claims.....	6
Common Areas.....	1
Cost Pools.....	3
Eligibility Period.....	5
Estimate.....	3
Estimate Statement.....	3
Estimated Excess.....	3
Excess.....	3
Existing Tenant.....	1
Expense Year.....	2
Force Majeure.....	10
Hazardous Material.....	13
Hazardous Materials.....	13
HVAC.....	4
Initial Notice.....	5
Landlord Default.....	5
Landlord Parties.....	6
Lease Commencement Date.....	1
Lease Expiration Date.....	1
Lease Term.....	1
LGTCAs.....	14
Licenses.....	8
Local Government Tort Claims Act.....	14
Notices.....	12
Operating Expenses.....	2
Original Tenant.....	8
Permitted Use.....	4
Premises.....	1
Project.....	1
Renovations.....	13
Rent.....	2
Security Deposit.....	10
State Tort Act.....	14
Statement.....	3
Tax Expenses.....	2, 3
Tenant Parties.....	6
Tenant's Share.....	2
Tort Acts.....	14

WHEATON PLAZA REGIONAL SHOPPING CENTER

SUMMARY OF BASIC LEASE INFORMATION

The undersigned hereby agree to the following terms of this Summary of Basic Lease Information (the "Summary"). This Summary is hereby incorporated into and made a part of the attached Lease (this Summary and the Lease to be known collectively as the "Lease") which pertains to the building which is located at 11002 Viers Mill Road, Wheaton, Maryland (the "Building"). Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

TERMS OF LEASE (References are to the Lease)

DESCRIPTION

1. Date: June [], 2006.
2. Landlord: WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P.,
a Maryland limited liability partnership
3. Address of Landlord (Section 29.14): Wheaton Plaza Regional Shopping Center L.L.P.
% Westfield Corporation, Inc.
11601 Wilshire Boulevard, 12th Floor
Los Angeles, California 90025

and

Allen Matkins Leck Gamble Malloy & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, California 90067
Attention: Anton N. Natsis, Esq.
4. Tenant: MONTGOMERY COUNTY, MARYLAND,
a Body Corporate and Politic and Political Subdivision of the State of Maryland
5. Address of Tenant (Section 29.14): 101 Monroe Street
Rockville, Maryland 20850
Attention: Eric Seleznow
(Prior to Lease Commencement Date)

and

Montgomery County Government
11002 Viers Mill Road, Suite 510
Wheaton, Maryland 20902
Attention: Eric Seleznow
(After Lease Commencement Date)
6. Premises (Article 1): A total of approximately 5,659 rentable square feet of space, comprised of (i) 1,511 rentable square feet of space commonly known as Suite 407 and located on the fourth (4th) floor of the Building, and (ii) approximately 4,148 rentable square feet of space commonly known as Suite 510 and located on the fifth (5th) floor of the Building, as set forth on Exhibit A attached hereto.
7. Term (Article 2).
 - 7.1 Lease Term: Approximately nine (9) years and ten (10) months.
 - 7.2 Lease Commencement Date: July 1, 2006.
 - 7.3 Lease Expiration Date: April 30, 2016.

8. Base Rent (Article 3):

Lease Year	Annualized Base Rent	Monthly Installment of Base Rent	Approximate Annual Rental Rate per Rentable Square Foot
July 1, 2006 – June 30, 2007	\$121,668.50	\$10,139.04	\$21.50
July 1, 2007 – June 30, 2008	\$125,318.56	\$10,443.21	\$22.14
July 1, 2008 – June 30, 2009	\$129,078.11	\$10,756.51	\$22.81
July 1, 2009 – June 30, 2010	\$132,950.45	\$11,079.20	\$23.49
July 1, 2010 – June 30, 2011	\$136,938.97	\$11,411.58	\$24.20
July 1, 2011 – June 30, 2012	\$141,047.14	\$11,753.93	\$24.92
July 1, 2012 – June 30, 2013	\$145,278.55	\$12,106.55	\$25.67
July 1, 2013 – June 30, 2014	\$149,636.91	\$12,469.74	\$26.44
July 1, 2014 – June 30, 2015	\$154,126.02	\$12,843.84	\$27.24
July 1, 2015 – April 30, 2016	\$158,749.80	\$13,229.15	\$28.05

9. Additional Rent (Article 4).

9.1 Base Year: Calendar year 2006.

9.2 Tenant's Share: 6.956%.

10. Use (Article 5): General office use consistent with a first-class office building.

11. Security Deposit (Article 21): None.

12. Brokers (Section 29.21): Transwestern Commercial Services.

OFFICE LEASE

This Office Lease, which includes the preceding Summary of Basic Lease Information (the "Summary") attached hereto and incorporated herein by this reference (the Office Lease and Summary to be known sometimes collectively hereafter as the "Lease"), dated as of the date set forth in Section 1 of the Summary, is made by and between WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P., A Maryland limited liability partnership ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and political subdivision of the State of Maryland ("Tenant").

1. BUILDING AND PREMISES

1.1 In General. Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 6 of the Summary (the "Premises"), which Premises are located in and are a part of that certain building located at 11002 Viers Mill Road, Wheaton, Maryland (the "Building"). The Building, the parking facilities servicing the Building (collectively, the "Building Parking Facility"), any outside plaza areas, the land (which is improved with landscaping and other improvements), either office building or buildings adjacent to the Building and the land upon which such adjacent office building or buildings are located, and other improvements surrounding the Building which are designated from time to time by Landlord as "Common Areas," as that term is defined below, appurtenant to or servicing the Building, and the land upon which any of the foregoing are situated, are herein sometimes collectively referred to as the "Project." Tenant shall have the non-exclusive right to use and enjoy in common with other tenants in the Project those portions of the Project which are provided for use in common by Tenant and any other tenants of the Project (the "Common Areas"). Subject to Landlord's reasonable rules and regulations and access control procedures and the terms of this Lease, Tenant shall have the right of access to the Premises twenty-four (24) hours per day, seven (7) days per week during the "Lease Term," as that term is defined in Article 2 of this Lease. Except as specifically set forth in this Lease and in the Tenant Work Letter attached hereto as Exhibit B, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises or the Building except as specifically set forth in this Lease and the Tenant Work Letter.

1.2 Landlord's Delivery of Premises to Tenant. Landlord and Tenant hereby acknowledge that the Premises is currently occupied by an existing tenant (the "Existing Tenant"), and the Existing Tenant's lease of the Premises expires on June 30, 2006. Landlord agrees to deliver the Premises to Tenant on or before July 1, 2006, subject to the Existing Tenant's vacation and surrender of the Premises prior to such date, but Landlord's ability to deliver possession of the Premises to Tenant is dependent upon the Existing Tenant's vacation and surrender of the Premises. If Landlord does not deliver possession of the Premises to Tenant on or before July 1, 2006, Landlord shall not be subject to any liability for its failure to do so, and such failure shall not affect the validity of this Lease nor the obligations of Tenant hereunder; provided, however, the "Lease Commencement Date," the "Lease Expiration Date," (as such terms are defined in Section 2.1 below), and the other dates related thereto in this Lease (including the Tenant Work Letter) will be appropriately adjusted on a day-for-day basis for each day beyond July 1, 2006, until Landlord does deliver possession of the Premises to Tenant.

2. LEASE TERM The terms and provisions of this Lease shall be effective as of the date of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the "Lease Term") shall be as set forth in Section 7.1 of the Summary and shall commence on the date (the "Lease Commencement Date") set forth in Section 7.2 of the Summary (subject to the terms of the Tenant Work Letter) and shall terminate on the date (the "Lease Expiration Date") set forth in Section 7.3 of the Summary, unless sooner terminated or extended as hereinafter provided. For purposes of this Lease, the term "Lease Year" shall mean each consecutive twelve (12) month period during the Lease Term, provided that the last Lease Year shall end on the Lease Expiration Date. At any time during the Lease Term, Landlord may deliver to Tenant a notice of Lease Term dates in the form as set forth in Exhibit C, attached hereto, which notice Tenant shall execute and return to Landlord within five (5) days of receipt thereof.

3. RENT

3.1 Appropriation.

3.1.1 Obligations Subject to Appropriation. Landlord and Tenant acknowledge and agree that, so long as Montgomery County, Maryland is Tenant under this Lease, payment of Base Rent and Additional Rent (as that term is defined in Section 4.1, below) is subject to the annual appropriation of funds by the County Council for Montgomery County, Maryland.

3.1.2 Effect of Inability to appropriate. If, after using commercially reasonable, good faith efforts, Tenant is unable to appropriate, on or before May 31st of any calendar year, sufficient funds for full payment of the rent and performance of Tenant's other obligations under this Lease for Tenant's next fiscal year (i.e., the period commencing on the next July 1st and ending the following June 30th), Tenant will promptly notify Landlord of such fact, and this Lease will automatically terminate at 11:59 p.m. on June 30th of the current fiscal year (the "Termination Date"). Tenant shall give Landlord a minimum of thirty (30) days notice of the lack of appropriation. If this Lease is terminated pursuant to this Section 3.1.2, Tenant shall not make or be entitled to make any claim for reimbursement of any kind, whether for improvements or prepaid items.

3.2 Base Rent. Tenant shall pay, without notice or demand, except as otherwise set forth in this Lease, to Landlord at its office in the Building, check for lawful money of the United States of America, base rent ("Base Rent") as set forth in Section 8 of the Summary, payable in equal monthly installments as set forth in Section 8 of the Summary in advance on or before the first day of each month during the Lease Term, without any setoff or deduction whatsoever, except as otherwise set forth in this Lease. The Base Rent for the first full month of the Lease Term, which occurs after the expiration of any free rent period, shall be paid at the time of Tenant's execution of this Lease. If any rental payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental payment is for a period which is shorter than one month, then the rental for any such fractional month shall be a proportionate amount of a full calendar month's rental. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

4. ADDITIONAL RENT; OPERATING EXPENSES; TAX EXPENSES

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay as additional rent Tenant's Share of the annual Operating Expenses and Tax Expenses, which are in excess of Operating Expenses and Tax Expenses, respectively incurred in the "Base Year," as that term is defined in Section 4.2.1 of this Lease. Such additional rent, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, shall be hereinafter collectively referred to as the "Additional Rent." The Base Rent and Additional Rent are herein collectively referred to as the "Rent." Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "Base Year" shall be the period set forth in Section 9.1 of the Summary.

4.2.2 "Expense Year" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and in the event of any such change, Tenant's Share of Operating Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.3 "Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord shall pay during any Expense Year because of or in connection with the ownership, management, maintenance, repair, replacement, restoration or operation of the Project, including, without limitation, any amounts paid for (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, renovating and managing the utility systems, mechanical systems, sanitary and storm drainage systems, and any elevator systems, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with the implementation and operation of a transportation system management program or similar program; (iii) the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees or the lessor of any underlying or ground lease affecting the Project and/or the Building; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project and/or the Building; (v) the cost of parking area repair, restoration, and maintenance, including, but not limited to, resurfacing, repainting, restriping, and cleaning; (vi) fees, charges and other costs, including consulting fees, legal fees and accounting fees, of all contractors engaged by Landlord or otherwise reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Building; and Project (vii) any equipment rental agreements or management agreements (including the cost of any management fee and the fair rental value of any office space provided thereunder); (viii) wages, salaries and other compensation and benefits of all persons engaged in the operation, management, maintenance or security of the Project and/or the Building, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any employees of Landlord provide services for more than one building of Landlord, then a prorated portion of such employees' wages, benefits and taxes shall be included in Operating Expenses based on the portion of their working time devoted to the Building; (ix) payments under any easement, license, operating agreement, declaration, restrictive covenant, underlying or ground lease (excluding rent), or instrument pertaining to the sharing of costs by the Building; (x) operation, repair, maintenance and replacement of all systems and equipment, and components thereof of the Building; (xi) the cost of janitorial service, alarm and security service, window cleaning, trash removal, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common or public areas or facilities, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building and Project; and (xiii) the cost of any capital improvements or other costs (i) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Project and/or the Building, (ii) made to the Project and/or the Building that are required under any governmental law or regulation, or (iii) which are reasonably determined by Landlord to be in the best interest of the Building and/or Project; provided, however, that if any such cost described in (i), (ii) or (iii), above, is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine. If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Building is not fully occupied during all or a portion of any Expense Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year or applicable portion thereof, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Building been fully occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, or applicable portion thereof. Notwithstanding anything to the contrary set forth in this Article 4, when calculating Operating Expenses for the Base Year, Operating Expenses shall exclude market-wide labor-rate increases due to extraordinary circumstances, including, but not limited to, boycotts and strikes, and utility rate increases due to extraordinary circumstances including, but not limited to, conservation surcharges, boycotts, embargoes or other shortages or amortized costs relating to capital improvements.

4.2.4 "Tax Expenses" shall have the meaning set forth in Section 4.5.1, below.

4.2.5 "Tenant's Share" shall mean the percentage set forth in Section 9.2 of the Summary.

4.3 Allocation of Operating Expenses and Tax Expenses.

4.3.1 Method of Allocation. The parties acknowledge that the Building is a part of a multi-building project and that the costs and expenses incurred in connection with the Project (i.e. the Operating Expenses and Tax Expenses) should be shared between the tenants of the Building and the tenants of the other buildings in the Project. Accordingly, as set forth in Section 4.2, above, Operating Expenses and Tax Expenses are determined annually for the Project as a whole, and a portion of the Operating Expenses and Tax Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the tenants of the Building (as opposed to the tenants of any other

buildings in the Project) and such portion shall be the Operating Expenses and Tax Expenses for purposes of this Lease. Such portion of Operating Expenses and Tax Expenses allocated to the tenants of the Building shall include all Operating Expenses and Tax Expenses attributable solely to the Building and an equitable portion of the Operating Expenses and Tax Expenses attributable to the Project as a whole.

4.3.2 Cost Pools. Landlord shall have the right, from time to time, to equitably allocate some or all of the Operating Expenses for the Project among different portions or occupants of the Project (the "Cost Pools"), in Landlord's discretion. Such cost Pools may include, but shall not be limited to, the office space tenants of a building of the Project or of the Project, and the retail space tenants of a building of the Project or of the Project. The Operating Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

4.4 Calculation and Payment of Additional Rent.

4.4.1 Calculation of Excess and Underage. If for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Operating Expenses and/or Tax Expenses for such Expense Year exceeds Tenant's Share of Operating Expenses and/or Tax Expenses, respectively for the Base Year, then Tenant shall pay to Landlord, in the manner set forth in Section 4.4.2, below, and as Additional Rent, an amount equal to the excess (the "Excess").

4.4.2 Statement of Actual Operating Expenses and Tax Expenses and Payment by Tenant. Following the end of each Expense Year, Landlord shall give to Tenant a statement (the "Statement") which Statement shall state the actual Operating Expenses and Tax Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Base Rent, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as "Estimated Excess," as that term is defined in Section 4.4.3 below. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of the Operating Expenses and Tax Expenses for the Expense Year in which this Lease terminates, if an Excess is present, Tenant shall, within thirty (30) days of receipt of a Statement setting forth the Excess, pay to Landlord an amount as calculated pursuant to the provisions of Section 4.4.1 of this Lease. If any such Statement reflects that Tenant has overpaid Tenant's Share of Operating Expenses and/or Tax Expenses for such Expense Year, Landlord shall, at its option either credit such overpayment toward Tenant's next rent payment(s) under this Lease, or remit to Tenant with such applicable Statement the amount of the overpayment. The provisions of this Section 4.4.2 shall survive the expiration or earlier termination of the Lease Term.

4.4.3 Statement of Estimated Operating Expenses and Tax Expenses. Landlord, at Landlord's option, may elect to give Tenant a yearly expense estimate statement (the "Estimate Statement") which Estimate Statement shall set forth Landlord's reasonable estimate (the "Estimate") of what the total amount of Operating Expenses and Tax Expenses for the then-current Expense Year shall be and the estimated Excess (the "Estimated Excess") as calculated by comparing Tenant's Share of Operating Expenses and Tax Expenses, which shall be based upon the Estimate, to Tenant's Share of Operating Expenses and Tax Expenses for the Base Year. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Excess under this Article 4. If pursuant to the Estimate Statement an Estimated Excess is calculated for the then-current Expense Year, Tenant shall pay, with its next installment of Base Rent, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 4.4.3). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.5 Taxes.

4.5.1 Tax Expenses. Tenant shall pay as Additional Rent, in accordance with Sections 4.3 and 4.4, above, Tenant's Share of the annual Tax Expenses, which are in excess of Tax Expenses incurred in the Base Year. "Tax Expenses" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary (including, without limitation, real estate taxes, general and special assessments, special assessment district payments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Building), which Landlord shall pay because of or in connection with the ownership, leasing and operation of the Project or Landlord's interest therein. Tax Expenses shall include, without limitation: (i) any tax on Landlord's rent, right to rent or other income from the Project or as against Landlord's business of leasing any of the Project; (ii) any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and (iii) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises.

4.5.2 Taxes and Other Charges for Which Tenant Is Directly Responsible. In addition to Tenant's Share of Tax Expenses that Tenant shall pay to Landlord as set forth in Section 4.5.1, above, Tenant shall reimburse Landlord upon demand for any and all taxes or assessments required to be paid by Landlord (except to the extent included in Tax Expenses by Landlord), excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when:

(a) Said taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord;

(b) Said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project (including the Building Parking Facility);

(c) Said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises; or

(d) Said assessments are levied or assessed upon the Project or any part thereof or upon Landlord and/or by any governmental authority or entity, and relate to the construction, operation, management, use, alteration or repair of mass transit improvements.

4.5.3 County's Entitlement to Reimbursement for Tax-Exempt Status. If at any time Tenant's use of the Premises is deemed to be exempt from Tax Expenses by the State of Maryland, the portion of Additional Rent otherwise attributable to Tenant's Share of Tax Expenses will be reduced to the extent that the Tax Expenses paid by Landlord are reduced by virtue of Tenant's tax exempt use of the Premises.

4.6 Tenant's Right to Audit. In the event Tenant shall dispute the amount set forth in Landlord's annual Statement, then to the extent that Tenant is not then in default of this Lease, Tenant shall have the right, not later than sixty (60) days following receipt of such Statement to cause Landlord's books and records with respect to the preceding calendar year to be audited by an independent Certified Public Accountant mutually acceptable to Landlord and Tenant or the Montgomery County Department of Financial Audit Division. Such audit shall occur upon no less than five (5) days prior written notice to Landlord, at Landlord's place of business or the actual location of Landlord's books and records if different from Landlord's place of business, during Landlord's normal business hours. The amounts payable under this Article 4 by Landlord to Tenant or by Tenant to Landlord, as the case may be, shall be appropriately adjusted on the basis of such audit. If such audit discloses a liability for further refund by Landlord to Tenant in excess of five (5%) percent of the payments previously made by Tenant for such calendar year, the cost of such audit shall be borne by Landlord and shall not be considered an Operating Expense for purposes of this Lease; otherwise, the cost of such audit shall be borne by Tenant. If Tenant does not request an audit in accordance with the provisions of this Section 4.6 within sixty (60) days of receipt of Landlord's annual Statement, such Statement shall be conclusively binding upon Tenant.

5. USE OF PREMISES Tenant shall use the premises only for the purpose as set forth in Section 10 of the Summary (the "Permitted Use") and for no other use or purpose, unless first approved in writing by Landlord, which approval Landlord may withhold in its sole discretion. Tenant agrees that it shall not use, or permit any person to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in Exhibit D, attached hereto, or in violation of the laws of the United States of America, the State of Maryland, or the ordinances, regulations or requirements of any local, municipal or county governing body or other lawful authorities having jurisdiction over the Project. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Project. Tenant shall not use or allow another person or entity to use any part of the Premises or the Building for the storage, use, treatment, manufacture or sale of hazardous materials or hazardous substances (as defined under applicable laws).

6. SERVICES AND UTILITIES

6.1 Standard Tenant Services. Landlord shall provide the following services and utilities twenty-four (24) hours per day on every day during the Lease Term, unless otherwise stated below.

6.1.1 Subject to reasonable change implemented by Landlord and all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning when necessary for normal comfort for normal office use in the Premises ("HVAC") from Monday through Friday from 7:00 a.m. to 6:00 p.m. and on Saturday from 8:00 a.m. to 1:00 p.m., except for the date of observance of locally and nationally recognized holidays (collectively, the "Holidays"). The daily time periods identified hereinabove are sometimes referred to as the "Business Hours."

6.1.2 Landlord shall at all times provide electricity to the Premises (including adequate electrical wiring and facilities for connection to Tenant's lighting fixtures and other equipment) for lighting and power suitable for the Permitted Use. Landlord shall also provide (i) city water for use in connection with any plumbing fixtures now or hereafter installed in the Premises and the Building in accordance with this Lease, (ii) janitorial services five (5) days per week except the date of observance of the Holidays, in and about the Premises, and (iii) nonexclusive automatic passenger elevator service at all times. If Tenant uses electricity, water or heat or air conditioning in excess of that supplied by Landlord pursuant to Section 6.1 of this Lease, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; and Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, including the cost of such additional metering devices. Landlord may increase the hours or days during which air conditioning, heating and ventilation are provided to the Premises and the Building to accommodate the usage by tenants occupying two-thirds or more of the rentable square feet of the Building or to conform to practices of other buildings in the area comparable to the Building.

6.1.3 Landlord shall provide "after hours" janitorial services to the Premises in and about the Premises five (5) days per week (exclusive of Holidays) and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building.

6.1.4 Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Business Hours, shall have one elevator available at all other times, except on the Holidays, and shall provide nonexclusive, non-attended automatic passenger escalator service during Business Hours only.

6.2 After-Hours Use. Upon reasonable prior notice by Tenant from time to time, Landlord shall provide heat, ventilation and cooling adequate for the comfortable use and occupancy of the Premises outside Business Hours (the "After-Hours HVAC"). Tenant shall pay Landlord within thirty (30) days of demand for any such After-Hours HVAC at the hourly cost established by Landlord for such After-Hours HVAC.

6.3 Interruption of Use. Tenant agrees that Landlord shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any services or utilities.

6.4 Landlord's Failure to Provide Essential Services. If Landlord fails to perform the obligations required of Landlord under the terms of this Lease and such failure causes all or a portion of the Premises to be untenable and unusable by Tenant and such failure relates to the nonfunctioning of the heat, ventilation, and air conditioning system in the Premises, the electricity in the Premises, the nonfunctioning of the elevator service to the Premises, or a failure to provide access to the Premises, Tenant shall give Landlord notice (the "Initial Notice"), specifying such failure to perform by Landlord (the "Landlord Default"). If Landlord has not cured such Landlord Default within five (5) business days after the receipt of the Initial Notice (the "Eligibility Period"), Tenant may deliver an additional notice to Landlord (the "Additional Notice"), specifying such Landlord Default and Tenant's intention to abate the payment of Rent under this Lease. If Landlord does not cure such Landlord Default within five (5) business days of receipt of the Additional Notice, Tenant may, upon written notice to Landlord, immediately abate Rent payable under this Lease for that portion of the Premises rendered untenable and not used by Tenant, for the period beginning on the date five (5) business days after the Initial Notice to the earlier of the date Landlord cures such Landlord Default or the date Tenant recommences the use of such portion of the Premises. Such right to abate Rent shall be Tenant's sole and exclusive remedy at law or in equity for a Landlord Default. Except as provided in this Section 6.4, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.

6.5 Additional Services. Upon Tenant's prior written request, and subject to availability, Landlord shall provide additional services which may be reasonably required by Tenant, including, without limitation, locksmithing, lamp replacement, additional janitorial service, and additional repairs and maintenance, provided that Tenant shall pay to Landlord upon billing, the sum of all costs to Landlord of such additional services, plus an administration fee. Charges for any service for which Tenant is required to pay from time to time hereunder, shall be deemed Additional Rent hereunder and shall be billed on a monthly basis.

7. REPAIRS Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures, equipment, window coverings, and furnishings therein, in good order, repair and condition at all times during the Lease Term. In addition, Tenant shall, at Tenant's own expense but under the supervision and subject to the prior approval of Landlord, which approval shall not be unreasonably withheld, and within any reasonable period of time specified by Landlord, promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree, all as set forth more particularly in Article 27 of this Lease. Tenant hereby waives and releases its right to make repairs at Landlord's expense under any law, statute, or ordinance now or hereafter in effect.

8. ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord. The construction of the initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter attached hereto as Exhibit B, and not the terms of this Article 8.

8.2 Manner of Construction. Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term, and/or the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen selected by Landlord. All work with respect to any Alterations must be done in a good and workmanlike manner in compliance with all applicable laws and with Landlord's construction rules and regulations, and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord shall, at Tenant's expense, make such changes to the Base Building. The "Base Building" shall include the structural portions of the Building, and the public restrooms and the systems and equipment located in the Internal core of the Building on the floor or floors on which the Premises are located. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Building or the common areas for any other tenant of the Building, and as not to obstruct the business of Landlord or other tenants in the Building, or interfere with the labor force working in the Building. In the event that Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion, or its equivalent, to be recorded in the office of Tenant recorder of Tenant of Montgomery in accordance with any applicable laws, statutes and ordinances, and Tenant shall deliver to the Building management office a reproducible copy of the "as built" drawings of the Alterations.

8.3 Payment for Improvements. In the event Tenant orders any Alteration or repair work directly from Landlord, or from the contractor selected by Landlord, the charges for such work shall be deemed Additional Rent under this Lease, payable upon billing therefor, either periodically during construction or upon the substantial completion of such work, at Landlord's option. Upon completion of such work, Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Whether or not Tenant orders any work directly from Landlord, Tenant shall pay to Landlord a percentage of the cost of such work (such percentage, which shall vary depending upon whether or not Tenant orders the work directly from Landlord, to be established on a uniform basis for the Building) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work.

8.4 Landlord's Property. All Alterations, improvements, fixtures and/or permanently affixed equipment (other than Tenant's trade fixtures) which may be installed or placed in or about the Premises, and all signs installed in, on or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord. Furthermore, Landlord may, by written notice to Tenant prior to the end of the Lease Term, or given upon any earlier termination of this Lease, require Tenant at Tenant's expense to remove such Alterations and to repair any damage to the Premises and Building caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises.

9. COVENANT AGAINST LIENS Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Project, Building or Premises (other than liens with respect to real property taxes levied by Tenant in its capacity as the governing body of Montgomery County ("Real Property Liens")), and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others (other than Real Property Liens) to be placed against the Project, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within ten (10) days following the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

10. INSURANCE

10.1 Indemnification and Waiver. To the extent not prohibited by law, Landlord, its members, partners and their respective officers, agents, servants, employees, and independent contractors (collectively, "Landlord Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. Subject to the express terms of Section 28.31, below, Tenant shall indemnify, defend, protect, and hold harmless Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) (collectively, "Claims") incurred in connection with or arising (i) from any cause in, on or about the Premises, and (ii) from any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, invitees, guests or licensees of Tenant or any such person, in, on or about the Project, in any event either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity shall not apply to the extent of the gross negligence or willful misconduct of Landlord. Landlord shall indemnify, defend, protect, and hold harmless Tenant, its members, partners and their respective officers, agents, servants, employees, and independent contractors (collectively, the "Tenant Parties") from any Claims to the extent incurred in connection with or arising from (A) resulting from the negligence or willful misconduct of Landlord and/or Landlord Parties, or (B) any breach of the terms of this Lease by Landlord, provided that the terms of the foregoing indemnity shall not apply to the negligence or willful misconduct of Tenant. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

10.2 Tenant's General Liability Insurance. Tenant agrees to obtain and maintain, during the full Lease Term of this Lease and until all of Tenant's obligations which survive termination of this Lease have been completed, a policy of general liability insurance for bodily injury limits of Two Hundred Thousand Dollars (\$200,000) for injury (or death) to one person, Five Hundred Thousand Dollars (\$500,000) per occurrence, and property damage insurance with a limit of Two Hundred Thousand Dollars (\$200,000).

10.3 Insurance for Personal Property. Tenant further agrees that all personal property in the Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property excepting damage arising out of the acts or omissions of Landlord, Landlord's agents, contractors, or employees. Tenant is required to provide evidence of property coverage for their owned contents and any improvements to the Premises. Coverage shall be on a replacement cost basis for "all risks of direct physical loss or damage except as specifically excluded."

10.4 Self-Insurance. If and for so long as Tenant is the tenant under this Lease, Tenant shall have the right to self-insure as provided in Montgomery County Code (2004), as amended, Section 20-37 with respect to the risks otherwise required to be insured by Tenant in this Lease on the condition that Tenant shall deliver to Landlord not less than thirty (30) days after execution of this Lease a certificate of insurance evidencing adequate insurance coverage for this use. Such self-insurance shall be subject to the Local Government Tort Claims Act, "LGTC", Md. Ann. Code, Cts. & Jud. Proc. Section 5-301, et seq. (2002 Repl. Vol.) as amended.

10.5 Landlord's Fire, Casualty and Liability Insurance. Landlord shall carry commercial general liability insurance with respect to the Building during the Lease Term, and shall further insure the Building during the Lease Term against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage. Such coverage shall be in such amounts, from such companies, and on such other terms and conditions, as Landlord may from

time to time reasonably determine. Additionally, at the option of Landlord, such insurance coverage may include the risks of earthquakes and/or flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Building or the ground or underlying lessors of the Building, or any portion thereof. Notwithstanding the foregoing provisions of this Section 10.4, the coverage and amounts of insurance carried by Landlord in connection with the Building shall, at a minimum, be comparable to the coverage and amounts of insurance which are carried by reasonably prudent landlords of comparable buildings in the vicinity of the Building, and Worker's Compensation and Employer's Liability coverage as required by applicable law. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.6 **Subrogation.** Landlord and Tenant agree to use reasonable efforts to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord and Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

10.7 **Additional Insurance Obligations.** Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10, and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord but in no event in excess of the amounts and types of insurance being required by landlords of other comparable buildings in the vicinity of the Building.

11. DAMAGE AND DESTRUCTION

11.1 **Repair of Damage to Premises by Landlord.** If the Premises or any common areas of the Building serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the base, shell and core of the Premises and such common areas. Such restoration shall be to substantially the same condition of the base, shell and core of the Premises and common areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, or any other modifications to the common areas deemed desirable by Landlord, provided access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance carried under Section 10.3 of this Lease, and Landlord shall repair any injury or damage to the tenant improvements installed in the Premises and shall return such tenant improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or common areas necessary to Tenant's occupancy, and if such damage is not the result of the willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant a proportionate abatement of Rent, during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof.

11.2 **Landlord's Option to Repair.** Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of such damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days of the date of discovery of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt; or (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. In addition, in the event that the Premises or the Building is destroyed or damaged to any substantial extent during the last twelve (12) months of the Lease Term, then notwithstanding anything contained in this Article 11, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after the date of such damage or destruction, in which event this Lease shall cease and terminate as of the date of such notice. Upon any such termination of this Lease pursuant to this Section 11.2, Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

11.3 **Waiver of Statutory Provisions.** The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of Maryland, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

12. **NONWAIVER** No waiver of any provision of this Lease shall be implied by (i) any failure of either party to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in this Lease or exercise any election contained in this Lease, or (ii) any failure of either party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by either party

of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

13. EMINENT DOMAIN If the whole (25% or more) of the Premises, Building, or Property shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then the Lease Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and rent shall be prorated to the date when title vests in such governmental or quasi-governmental authority. If less than a substantial part of the Premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such taking), rent and the Tenant's proportionate share shall be reduced by the ration that the portion so taken bears to the rentable square footage of the Premises before such taking, effective as of the date when title vests in such governmental or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant agrees to make no claim against the condemning authority for any portion of the amount that maybe awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award for moving expenses and for the taking of any of Tenant's property (other than leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of Landlord at the termination of this Lease, so long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord's award.

14. ASSIGNMENT AND SUBLETTING Except as expressly set forth below with respect to Licensees, Landlord and Tenant hereby agree that Tenant shall have no right or power to assign, mortgage, pledge, hypothecate, encumber, or to permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, to permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, to sublet the Premises or any part thereof, or to permit the use of the Premises by any persons other than Tenant and its employees. Notwithstanding the foregoing, the tenant originally named herein (the "Original Tenant") shall have the right to permit the use of the Premises for the Permitted Use (and otherwise in strict accordance with the terms and conditions of this Lease) by users ("Work Force Development Contractors") who have a contract/subcontract with the Original Tenant to provide work force development services for Montgomery County. Tenant shall notify Landlord in writing prior to permitting the occupancy of any portion of the Premises by any and all such Work Force Development Contractors. Notwithstanding the use of any portion of the Premises by any such Work Force Development Contractor, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) Landlord's consent to such Work Force Development Contractors shall not be deemed consent to any further transfer by either Tenant or a Work Force Development Contractor, and (iii) no such use by any Work Force Development Contractor shall relieve Tenant from any liability under this Lease, including, without limitation, in connection with the portion of the Premises so used by such Work Force Development Contractor. Subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, other official Montgomery County, Maryland government agencies may be permitted to temporarily utilize the Premises for the Permitted Use with Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

15. OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated.

15.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

16. HOLDING OVER If Tenant holds over after the expiration of the Lease Term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a monthly rate equal to one hundred fifty percent (150%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

17. ESTOPPEL CERTIFICATES Tenant agrees that upon not less than fifteen (15) days prior written notice by Landlord, to execute and deliver to Landlord a statement in writing: (i) that the Lease is unmodified and in full force and effect (or if there have been modifications, the Lease as amended is in full force and effect); (ii) stating the dates to which the Base Rent and Additional Rent have been paid by Tenant; (iii) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each default of which Tenant may have knowledge; and (iv) stating the address to which notice to Tenant should be sent. The Estoppel Certificate must be in the form attached to this Lease as Exhibit E and incorporated as if fully set forth.

18. SUBORDINATION This Lease is subject and subordinate to all present ground or underlying leases of the Project and to the lien of any mortgages or trust deeds, now in force against the Project and the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, Landlord shall have the absolute right to further encumber the Premises, the Building and the Project. This Lease, at the sole option of Landlord and without any further writing signed or to be signed by Tenant, shall be subordinate to all such encumbrances. Tenant agrees to sign subordination instruments that are legally permissible and reasonably acceptable not later than ten (10) days after Landlord's written request, upon the express condition that this Lease must be recognized by the holder of the encumbrance and the rights of Tenant shall remain in full force and effect during this Lease Term so long as Tenant is not in default under this Lease. In the event of a sale or transfer of title to the Premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any deed of trust or mortgage. Tenant agrees to sign subordination instruments that are legally permissible and reasonably acceptable not later than ten (10) days after written request by Landlord's successor, upon the express condition that this Lease must be recognized by the holder of the encumbrance and the rights of Tenant shall remain in full force and effect during this Lease Term so long as Tenant is not in default under this Lease.

19. DEFAULTS; REMEDIES

19.1 Events of Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due;

19.1.2 Any failure by Tenant to respond to Landlord's request under Article 17 or 18 within the time permitted therein for such response; or

19.1.3 Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided however, that any such notice shall be in lieu of, and not in addition to, any notice required under any applicable law; and provided further that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30)-day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default as soon as possible; or

19.1.4 Abandonment, vacation or surrender of the Premises by Tenant.

19.2. Remedies Upon Default. In the event of any default by Tenant under Section 19.1, above, Landlord may, at its option, reenter and resume possession of the Premises, and/or declare this Lease, and the tenancy created by it, terminated, and/or pursue any and all other legal and equitable remedies available to it. Thereafter, Landlord may remove all persons and property from the Premises, with or without resort to process of any court, and by force or otherwise. Landlord may be entitled to the benefit of any public general or public local laws, now or hereafter enacted, relating to the speedy recovery of possession of lands and tenements held over by tenants in Montgomery County, Maryland. Notwithstanding reentry under this Section 19.2, Tenant shall remain liable for any rent and other amounts due or accrued to Landlord or damages caused to Landlord prior to reentry, including without limitation, all attorneys' fees. Tenant shall further be liable, as liquidated damages for breach of covenant, to pay Landlord the amount of the Base Rent and Additional Rent (as estimated by Landlord) reserved under this Lease for the unexpired period of this Lease, less such amounts as Landlord may from time to time actually receive from others to whom the Premises or parts thereof may be rented from time to time, from which amounts Landlord shall first be entitled to deduct all expenses incurred in recovering possession of and re-letting the Premises. Tenant shall not be entitled to any excess of amounts received by Landlord from others under this Section 19.2 over the liability of Tenant. It shall be within the sole discretion of Landlord to determine to whom, or whether to anyone, the Premises shall be rented, the amount of the rent and all other terms and conditions of said renting, and the period or periods thereof, whether less than, equal to, or beyond the unexpired Term of this Lease. Further, at its option, Landlord shall be entitled to relief, by injunction or otherwise, in a court of equity, from the continuation of any violation of a covenant or agreement of this Lease.

19.3 Sublessees of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

20. FORCE MAJEURE Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

21. SECURITY DEPOSIT Intentionally Omitted.

22. SUBSTITUTION OF OTHER PREMISES Landlord shall have the right, on no less than (90) days' prior notice, to relocate Tenant to another space in the Building comparable to the Premises, and all terms hereof shall apply to the new space with equal force; provided, however, that Tenant's then existing monetary obligations under this Lease shall not be increased as a result of such relocation of the Premises to the Substitute Premises. In such event, Landlord shall give Tenant prior notice of Landlord's election to so relocate Tenant, and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as reasonably practicable. In addition, Landlord shall reimburse Tenant for the reasonable costs and expenses incurred by Tenant in connection with such relocation (including, but not limited to, the costs of reasonable supplies of replacement stationery and telephone installations), within thirty (30) days of Landlord's receipt of an invoice therefor. Simultaneously with such relocation of the Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Premises. Should Tenant refuse to permit Landlord to move Tenant to such new space, Landlord shall have the right to cancel and terminate this Lease effective sixty (60) days from the date of Landlord's election to relocate Tenant.

23. SIGNS

23.1 In General. Tenant shall be entitled, at its sole cost and expense, to identification signage outside of Tenant's Premises on the floor on which Tenant's Premises are located. The location, quality, design, style, lighting and size of such signage shall be consistent with Landlord's Building standard signage program and shall be subject to Landlord's prior written approval, in its sole discretion.

23.2 Prohibited Signage and Other Items. Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been individually approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Building or the common areas of the Building or the Project. Any signs, window coverings, or blinds (even if the same are located behind Landlord approved window coverings for the Building), or other items visible from the exterior of the Premises or Building are subject to the prior approval of Landlord, in its sole discretion.

23.3 Building Directory. A building directory will be located in the lobby of the Building. Tenant shall have the right, at Tenant's sole cost and expense, to designate one (1) name strip to be displayed under Tenant's entry in such directory.

24. COMPLIANCE WITH LAW Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all such governmental measures, other than the making of structural changes or changes to the Building's life safety system. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

25. LATE CHARGES If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, or if any check delivered to Landlord by Tenant shall be returned for insufficient funds, then Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount due. In addition to the late charge, in the event any check is returned for insufficient funds, Tenant shall pay to Landlord, as additional rent, the sum of \$25.00. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid when due shall thereafter bear interest until paid at a rate equal to ten percent (10%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by applicable law.

26. LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

26.1 Landlord's Cure. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

26.2 Tenant's Reimbursement. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees and other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

27. ENTRY BY LANDLORD Landlord reserves the right at all reasonable times and upon no less than forty-eight (48) hours' prior notice to the Tenant (except in the event of an emergency in which case Landlord shall provide notice to Tenant of such entry as soon as reasonably possible under the circumstances) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post notices of nonresponsibility; or (iv) alter, improve or repair the Premises or the Building if necessary to comply with current building codes or other applicable laws; or for structural alterations, repairs or improvements to the Building. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time to (A) perform services required of Landlord; (B) take possession due to any breach of this Lease in the manner provided herein; and (C) perform any covenants of Tenant which Tenant fails to perform. Any such entries shall be without the abatement of Rent (except as otherwise expressly set forth in this Lease), and shall include the right to take such

reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises.

28. TENANT PARKING Subject to the terms and conditions of this Article 28, Tenant shall have the right, on a non exclusive, unreserved basis, to parking automobiles in the parking lot for the Building. Tenant's right to park automobiles in the parking lot for the Building is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking lot for the Building and upon Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the parking lot for the Building and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking lot for the Building, or relocate Tenant's right to park automobiles to other parking structures and/or surface parking areas within a reasonable distance of the Premises, for purposes of permitting or facilitating any such construction, alteration or improvements with respect to the parking lot for the Building or to accommodate or facilitate renovation, alteration, construction or other modification of other improvements or structures located in the Project. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and such owner. In the event any parking tax or other charge is imposed by governmental authorities in connection with the use of such parking, such taxes and/or charges shall be paid directly by Tenant or the parking users, or, if directly imposed against Landlord, Tenant shall reimburse Landlord for all such taxes and/or charges concurrent with its payment of Operating Expenses as provided in this Lease. In the event that Landlord elects, at Landlord's sole discretion, to implement a parking/access control system for the parking lot for the Building, which may include, without limitation, the implementation of parking permits, Tenant shall cooperate with Landlord efforts regarding the implementation and use of such parking/access control system.

29. MISCELLANEOUS PROVISIONS

29.1 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not be construed as an assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.2 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Building, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

29.3 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Building require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute documents that are reasonably required therefor and deliver the same to Landlord within ten (10) days following the request therefor. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Lease Term, Tenant agrees to execute a commercially reasonable short form of Lease and to deliver the same to Landlord within twenty (20) days following the request therefor.

29.4 Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer. The liability of any transferee of Landlord shall be limited to the interest of such transferee in the Project and Building. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

29.5 Prohibition Against Recording. Except as expressly set forth hereinbelow, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election. Notwithstanding the foregoing, a "Short Form of Memorandum of Lease," substantially in the form attached hereto as Exhibit F, shall be executed and acknowledged by Landlord and Tenant concurrently with the execution of this Lease and either Landlord or Tenant may, at such party's sole cost and expense, record such Short Form of Memorandum of Lease.

29.6 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

29.7 Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

29.8 Time of Essence. Time is of the essence of this Lease and each of its provisions.

29.9 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.10 No Warranty. In executing and delivering this Lease, Tenant has not relied on any representation, including, but not limited to, any representation whatsoever as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

29.11 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease.

29.12 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building.

29.13 Waiver of Redemption by Tenant. Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

29.14 Notices. All notices, demands, statements or communications (collectively, "Notices") given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, delivered by a nationally recognized overnight courier, or delivered personally (i) to Tenant at the appropriate address set forth in Section 5 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (ii) to Landlord at the addresses set forth in Section 3 of the Summary, or to such other firm or to such other place as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given on the date it is mailed as provided in this Section 29.14, the date the overnight courier delivery is made, or upon the date personal delivery is made. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

29.15 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord and Landlord Parties hereunder (including any successor landlord) and any recourse by Tenant against Landlord or Landlord Parties shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Building, and neither Landlord, nor any of Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Notwithstanding any contrary provision herein, neither Landlord nor Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

29.16 Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

29.17 Authority. Each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Building is located and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

29.18 Attorneys' Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

29.19 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Maryland.

29.20 Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.21 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.22 Building Name and Signage. Landlord shall have the right at any time to change the name of the Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity, without the prior written consent of Landlord.

29.23 Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Building is located or the United States Government. Tenant acknowledges that Landlord may incur costs (A) for complying with laws, codes, regulations or ordinances relating to Hazardous Material, or (B) otherwise in connection with Hazardous Material. Tenant agrees that the costs incurred by Landlord with respect to, or in connection with, complying with laws, codes, regulations or ordinances relating to Hazardous Material shall be an Operating Expense, unless the cost of such compliance, as between Landlord and Tenant, is made the responsibility of Tenant under this Lease. Except for general office supplies typically used in an office area in the ordinary course of business, such as copier toner, liquid paper, glue, ink, and cleaning solvents, but only to the extent the same are used by Tenant in the manner for which they were designed and in compliance with all applicable laws, and in accordance with the applicable provisions of this Lease, neither Tenant nor its agents, employees, contractors, licensees, sublessees, assignees, concessionaires or invitees shall use, generate, handle, store, treat, practice or dispose of (collectively, "use") any Hazardous Material, in, on, under or about the Premises, the Building or the Project.

29.24 Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants, except, as may be required by law, including, but not limited to the provisions of the Maryland Public Information Act (MPIA).

29.25 Landlord Renovations. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Tenant Work Letter. However, Tenant acknowledges that in the future Landlord may renovate, improve, alter, or modify (collectively, the "Renovations") the Building, Premises, and/or Project, including without limitation the Building Parking Facility, common areas, systems and equipment, roof, and structural portions of the same. In connection with such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the common areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor (except as otherwise expressly set forth in Section 6.4 of this Lease) entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor (except as otherwise expressly set forth in Section 6.4 of this Lease) shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

29.26 Asbestos Disclosures. Tenant specifically acknowledges that Tenant has been advised that asbestos-containing materials were used in the initial construction of the Building, and may have been used in connection with various additions and improvements made thereafter from time to time.

29.27 Contract Solicitation/Broker's Fees or Commissions. Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except from bona fide employees or bona fide established commercial selling or leasing agencies retained by Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics. Landlord shall pay all real estate commissions due to Landlord's broker, Transwestern Commercial Services the ("Broker"). Tenant is not responsible for payment of any broker's fees in connection with this Lease.

29.28 Non-Discrimination. The parties hereto agree to comply with the non-discrimination policies as required in Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended as well as all other applicable county, state, and federal laws and regulations regarding employment discrimination. Each party hereto represent that, to the best of its actual knowledge, and in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation, or genetic status.

29.29 Ethics Requirement. Landlord understands and agrees that unless authorized pursuant to Section 11B-52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with Tenant to employ a public employee for employment contemporaneous with his or her public employment.

29.30 Claims. Any claim or action brought by or on behalf of either party in connection with the performance of this Lease must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

29.31 Indemnification by Tenant. Any indemnification given in this Lease by Tenant is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Section 5-301, et seq. (2002 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Section 1A (2003 Repl. Vol.); and Md. Code Ann. Cts. & Jud. Proc. Section 5-509 (2002 Repl. Vol.), 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 Tenant Indemnification Statutes, as applicable.

29.32 Acknowledgement Concerning Statutory Limitations. Landlord acknowledges that Tenant is a political subdivision of the State of Maryland and, as such, is subject to the terms of the Maryland Local Government Tort Claims Act, Section 5-301, et seq. of the Courts and Judicial Proceedings Article of the Maryland Annotated Code, as the same may be amended from time to time (the "Local Government Tort Claims Act" or "LGTC"). Landlord acknowledges that for so long as Tenant is subject to the LGTC by virtue of being a political subdivision of the State of Maryland, certain indemnities which may be provided for in this Lease will be limited by the provisions of the LGTC. Without limitation, any programs of the State of Maryland (the "State") which are being administered by Tenant within the Premises shall be subject to the limited immunity granted to State employees and programs under the LGTC and under the Maryland Tort Claims Act, Section 12-101, et seq. of the Government Article of the Maryland Annotated Code, as the same may be

amended from time to time (the "State Tort Act"). For purposes of this Lease, the LGTCA and the State Tort Act re referred to collectively as the "Tort Acts." In the vent of any assignment of this Lease (or sublease of all or part of the Premises) to a person or entity to whom the Tort Acts do not by its terms apply, nothing set forth in this Lease shall be deemed to limit the liability of such assignees or sub lessees under such indemnifications (or under any other provision of this Lease) to that set forth in the Tort Acts; and in all events, each indemnification provision of this Lease shall be enforceable in accordance with its terms to the fullest extent permissible under the applicable Tort Acts. The Parties acknowledge and agree that any indemnifications set forth in this Lease are not intended to create rights in any third parties or to increase Tenant's (or State's) liability above the caps provided in the Tort Acts, as applicable.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

"LANDLORD"

WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P.,
a Maryland limited liability partnership

By: Wheaton Plaza No. 1 LLC,
a Delaware limited liability company,
its managing partner

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield America, Inc.
a Missouri corporation,
its general partner

By: _____

Name: _____

Title: Rory A. Packer
Assistant Secretary

"TENANT"

MONTGOMERY COUNTY, MARYLAND, a body corporate and
politic and political subdivision of the State of Maryland

By: T. Benton
Its: CAO

By: _____
Its: _____

Recommended: David W. Egerly
David W. Egerly, Director
Department of Economic Development

Approved as to Form and Legality

Office of County Attorney
Scott Focannon 6-17-08
Scott Focannon
Assistant County Attorney

EXHIBIT A

WHEATON PLAZA REGIONAL SHOPPING CENTER

OUTLINE OF PREMISES

[TO BE PROVIDED]

EXHIBIT B

WHEATON PLAZA REGIONAL SHOPPING CENTER

TENANT WORK LETTER

Except as expressly set forth hereinbelow, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises, and Tenant shall accept the Premises in its current, "AS-IS" condition. Notwithstanding the foregoing, Landlord shall, at Landlord's sole expense, (i) apply one (1) coat of paint to the painted surfaces of the interior walls of the Premises, (ii) re-carpet the interior floors of the entire Premises, (iii) cause the installation of one (1) five (5) ton capacity air conditioning/cooling system for use in the Premises and the "sewer room" located in the Premises (collectively, the "Landlord Work"). The Landlord Work shall be completed to Landlord's "Building standard" condition, using Building standard procedures, methods and materials, in "Building standard" color or colors (if applicable) to be designated by Tenant, subject to availability, which designation shall be made by Tenant within five (5) days following Landlord's request therefor. Tenant shall make no changes or modifications to the Landlord Work without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. In the event that the acts or omissions of Tenant or its agents or employees shall delay the substantial completion of the Landlord Work beyond July 1, 2006, then the Lease Commencement Date shall be deemed to be the date the substantial completion of the Landlord Work would have occurred but for such acts or omissions of Tenant or its agents or employees.

EXHIBIT C

WHEATON PLAZA REGIONAL SHOPPING CENTER

NOTICE OF LEASE TERM DATES

To: _____

Re: Office Lease dated _____, 20__, between WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P., a Maryland limited liability partnership ("Landlord"), and MONTGOMERY COUNTY GOVERNMENT, a [PLEASE PROVIDE TENANT ENTITY INFORMATION] ("Tenant") concerning Suites 700 and 711 on the seventh (7th) floor of the Office Building located at 11002 Viers Mill Road, Wheaton, Maryland.

Gentlemen:

In accordance with the Office Lease (the "Lease"), we wish to advise you and/or confirm as follows:

1. That the Premises are Ready for Occupancy, and that the Lease Term shall commence as of _____ for a term of _____ ending on _____.
2. That in accordance with the Lease, Rent commenced to accrue on _____.
3. If the Lease Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Rent is due and payable in advance on the first day of each and every month during the Lease Term. Your rent checks should be made payable to _____ at _____.
5. The exact number of rentable square feet within the Premises is _____ square feet.
6. Tenant's Share as adjusted based upon the exact number of rentable square feet within the Premises is _____%.

"Landlord":

WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P.,
a Maryland limited liability partnership

By: _____

Its: _____

Agreed to and Accepted as
of _____, 20__.

"Tenant":

MONTGOMERY COUNTY GOVERNMENT
a [PLEASE PROVIDE TENANT ENTITY INFORMATION]

By: _____

Its: _____

EXHIBIT D

WHEATON PLAZA REGIONAL SHOPPING CENTER

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, freight, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide Landlord with not less than 24 hours prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building.

6. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

7. The requirements of Tenant will be attended to only upon application at the Office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

8. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or Landlord's agents to prevent same.

9. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

10. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws (except to the extent required for the hanging of normal and customary pictures or other wall hangings on the interior walls of the Premises), or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained.

11. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

12. Tenant shall not use or keep in or on the Premises or the Building any kerosene, gasoline or other inflammable or combustible fluid or material.

13. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord.

14. Tenant shall not permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.

15. Tenant shall not bring into or keep within the Building or the Premises any animals, birds, bicycles or other vehicles.

16. No cooking shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

17. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord.

18. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

19. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.

20. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. This includes the closing of exterior blinds, disallowing the sun rays to shine directly into areas adjacent to exterior windows.

21. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

22. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

23. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied.

24. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building.

25. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

26. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

27. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Project.

28. Food vendors shall be allowed in the Building upon receipt of a written request from the Tenant. The food vendor shall service only the tenants that have a written request on file in the Building Management Office. Under no circumstance shall the food vendor display their products in a public or common area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building.

29. Tenant must comply with requests by Landlord concerning the informing of their employees of items of importance to Landlord.

30. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority.

31. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT E

WHEATON PLAZA REGIONAL SHOPPING CENTER

FORM OF TENANT'S ESTOPPEL CERTIFICATE

(TENANT'S FORM)

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

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

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

- (1) The Lease, which includes the Lease and all amendments to the Lease attached as Exhibit "A", is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term commenced on _____, and terminates on _____. Tenant has no right to extend the Lease Term.
- (3) The current amount of monthly Base Rent is \$ _____; the current monthly amount of Additional Rent, including monthly installments of estimated Additional Rent, is \$ _____. The Base Year for Operating Expenses and Tax Expenses, is calendar year 200__.
- (4) Tenant paid no security deposit under the terms of the Lease. Tenant has paid rent for the Premises through _____, 200__.
- (5) Tenant currently occupies the Premises.
- (6) All work to be completed by Landlord for the Tenant prior to occupancy has been performed as required and has been accepted by the Tenant (if not, specify what punch list or other items remain to be completed, and the amount budgeted for completion; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to Tenant.
- (7) As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (8) Tenant has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (10) Any notices to be sent to Tenant should be sent in the form required in the Lease to:

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

With a copy that does not constitute notice to:

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

TENANT:
Montgomery County, Maryland

By: _____
Joseph F. Beach
Assistant Chief Administrative Officer

EXHIBIT F

FORM OF SHORT FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Attention: _____

SHORT FORM OF MEMORANDUM OF LEASE

THIS SHORT FORM OF MEMORANDUM OF LEASE is entered into as of the ___ day of ___, 2006, by and between WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P., A Maryland limited liability partnership ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and political subdivision of the State of Maryland ("Tenant"), who agree as follows.

1. **Terms and Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, certain premises (the "Premises") consisting of Suites 407 and 510 in that certain office building located at 11002 Viers Mill Road, Wheaton, Maryland, as legally described on Schedule 1 attached hereto and incorporated herein by this reference, for the term and in accordance with the provisions of that certain Office Lease by and between Landlord and Tenant, dated as of the date hereof (the "Lease"). The provisions of the Lease are hereby incorporated herein.

2. **Provisions Binding on Parties.** The provisions of the Lease to be performed by Landlord or Tenant, whether affirmative or negative in nature, are intended to and shall bind or benefit the respective parties hereto and their assigns or successors, as applicable, at all times.

4. **Purpose of Short Form of Memorandum of Lease.** This Short Form of Memorandum of Lease is prepared solely for purposes of recordation, and in no way modifies the provisions of the Lease.

"LANDLORD"

WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P.,
a Maryland limited liability partnership

By: Wheaton Plaza No. 1 LLC,
a Delaware limited liability company,
Its Managing Partner

By: Westfield America Investor L.P.,
a Delaware limited partnership,
Its Managing Member

By: Westfield America G.P., Inc.,
a Delaware corporation,
Its General Partner

By: _____
Its: _____

"TENANT"

MONTGOMERY COUNTY, MARYLAND,
a body corporate and politic and political subdivision of the State of
Maryland

By: 
Its: CEO

By: _____
Its: _____