

LEASE  
BETWEEN  
MARINELLI ASSOCIATES, LLC  
AND  
MONTGOMERY COUNTY, MARYLAND

FINAL

DATED: 8/20/2013

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Exhibit "A": Description of the Property

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Exhibit "C": Rent Schedule

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LEASE

This LEASE ("Lease") dated this August 20, 2013 (the "Effective Date"), by and between MARINELLI ASSOCIATES, LLC, a Maryland limited liability company ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter, "County"), (Landlord and County each known as a "Party" and together as the "Parties").

**WITNESSETH:**

That for and in consideration of the rents hereinafter reserved and the agreements and covenants herein contained, the Parties mutually agree as follows:

1. PREMISES: Landlord is the owner of certain real property located in Montgomery County, Maryland at 5320 Marinelli Road, Rockville, Maryland 20852 totaling 33,418 square feet ("Property"), shown on the exhibit attached hereto and specified as Exhibit "A"-- Description of the Property. The Property includes a commercial office building (the "Building") with approximately 8,362 square feet of office space depicted on Exhibit "B"-- "Space Plan" attached hereto (the Building and the Property, inclusive of all parking areas, driveways, sidewalks, landscaping and other improvements that are located on the Property, shall hereinafter be referred to as the "Leased Premises"). Landlord does hereby lease unto the County and the County hereby leases from the Landlord the Leased Premises.

2. TERM:

(a) The "Initial Lease Term" is ten (10) years and six (6) months and the Initial Lease Term plus Extension Term(s) (hereinafter defined) shall be referred to as the "Lease Term." The "Lease Commencement Date" shall be upon substantial completion of the Tenant Improvements (hereinafter defined) and the Landlord Improvements (hereinafter defined) and delivery of the keys for the Building to the County. As of the date hereof and subject to force majeure, the Lease Commencement Date is estimated to be on or before that date which is ten (10) months after full execution of this Lease (the "Estimated Lease Commencement Date"). The "Lease Expiration Date" shall be that date which is ten (10) years and six (6) months after the Lease Commencement Date or the expiration of the Extension Term(s) (as hereinafter defined), if exercised. Such Lease Commencement Date and Lease Expiration Date shall be formalized by both the Landlord and the County by the signing of a certificate after occupancy ("Certificate of

Commencement"). The County may extend the Lease Term only in accordance with the provisions stated herein. The "Lease Year" shall be deemed to refer to that period commencing on the first day of the first calendar month after the Lease Commencement Date (or, if the Lease Commencement Date occurs on the first day of the month, then on that date) and each consecutive twelve (12) month period thereafter. In the event the County occupies the Leased Premises on a date other than the first (1<sup>st</sup>) day of a month, the County shall pay to Landlord, Base Monthly Rent (as hereinafter defined), its monthly estimate of Real Estate Taxes (as hereinafter defined) and its monthly estimate of Operating Costs (as hereinafter defined), each prorated for such partial month.

(b) Option to Extend Lease Term. In accordance with this Lease, the County shall have the right and option to extend the Lease (the "Option(s) to Extend") for two (2) additional ten (10) year terms ("Extension Term(s)") and, if exercised, such Extension Term(s) shall be included in the definition of the Lease Term. The Options to Extend shall be exercisable provided that: (1) the County is not in Default (as hereinafter defined) of any of the provisions of this Lease beyond any applicable notice and cure periods at the time of such exercise; (2) the Lease is in full force and effect at the time of such exercise; and (3) the County provides Landlord with written notice that the County elects to exercise its Option to Extend no later than twelve (12) months prior to the expiration of the Initial Lease Term or first Extension Term ("First Extension Term") as applicable. The Extension Term(s) shall be on the same terms, covenants and conditions as the Initial Lease Term except that the Base Annual Rent (as hereinafter defined) payable during the first Lease Year of the First Extension Term shall be \$185,970.84 (\$15,497.73/mo.) and thereafter Base Annual Rent shall be escalated by two and three-quarter percent (2.75%) annually. The Base Annual Rent for the first Lease Year of the second Extension Term (the "Second Extension Term") shall be equal to the greater of (i) a 2.75% increase over the Base Annual Rent due during the previous Lease Year, or (ii) fair market rent ("FMR") for the Leased Premises as of that date which is twelve (12) months prior to the commencement of the Second Extension Term. Thereafter Base Annual Rent shall be escalated by two and three-quarter percent (2.75%) annually. Additionally, all other terms and conditions of the Lease shall remain the same during the Extension Term(s), except that the County shall receive all reasonable renewal market concessions being given for comparable

buildings in that area of Montgomery County, Maryland where the Property is located (e.g., paint and new carpet).

If the Landlord and the County are unable to mutually agree on the FMR for the Second Extension Term within thirty (30) days after the County exercises its Option to Extend, then the Landlord and the County shall each hire a certified appraiser ("Appraiser(s)") to determine FMR, said determination of FMR to be made not later than three hundred (300) days prior to the commencement of the Second Extension Term. The Landlord and the County shall be responsible for paying their respective Appraisers. If the higher of the two (2) appraisals is less than one hundred ten percent (110%) of the lower appraisal, then FMR shall be deemed the average of the two appraisals. Otherwise, the two (2) Appraisers shall appoint a third Appraiser and the third Appraiser shall also appraise FMR. The fee for the third Appraiser shall be paid by the Landlord. The FMR shall be deemed the average of the two determinations that are closest to each other. [For illustrative purposes only, if (i) the FMR determined by the County's Appraiser is \$34.00 per square foot, the FMR determined by the Landlord's Appraiser is \$39.00 per square foot and the FMR determined by the third Appraiser is \$37.00 per square foot, then the FMR shall be deemed to be \$38.00 per square foot, or (ii) if the FMR determined by the County's Appraiser is \$34.00 per square foot, the FMR determined by the Landlord's Appraiser is \$38.00 per square foot and the FMR determined by the third Appraiser is \$36.00 per square foot, then the FMR shall be deemed to be \$35.00 per square foot.] Such calculation of FMR shall not include real estate taxes, common area expenses, insurance charges and/or utilities, it being understood, however, that the County shall receive all reasonable renewal market concessions being given for comparable buildings in that area of Montgomery County, Maryland where the Property is located (e.g., paint and new carpet). The Options to Extend the Lease Term are personal to the County and may not be assigned to or exercised by any person or entity other than the County. The County shall not be permitted to exercise its Option(s) to Extend, if, at the time of its attempt to exercise, the County is in Default (as hereinafter defined) beyond any applicable notice and cure periods under this Lease.

### 3. RENT:

(a) Commencing on the Lease Commencement Date, the County shall pay to Landlord all Rent (as hereinafter defined) in United States currency, without any deduction, set-off, notice, demand, and unless stated otherwise, billing. Commencing on the Lease Commencement Date,

the County shall pay all Base Monthly Rent, Improvement Additional Rent and estimated Real Estate Taxes and Operating Costs (all as hereinafter defined) in advance by the first day of each calendar month. All Rent shall be paid to the following:

MARINELLI ASSOCIATES, LLC  
Attention: Mr. Mark Levitt  
6001 Montrose Road, Suite 600  
Rockville, Maryland 20852

or any other address or party as Landlord may direct in writing. If the Lease Commencement Date is delayed as a result of the County's failure to timely approve the Construction Plans (as hereinafter defined) (or any portion thereof) or the County's changes to the Construction Plans (or any portion thereof) after approval or other actions of the County, Rent shall be payable by the County to Landlord commencing on the date the Lease Commencement Date would reasonably have occurred (as reasonably determined by Landlord based upon consultation with the architect and general contractor) but for the delays caused by the County (as further provided in Section 8 below). Landlord agrees to use its good faith efforts to diligently finalize the Construction Plans and complete the Tenant Improvements and Landlord Improvements in order to deliver possession of the Leased Premises to the County within ten (10) months after full execution of this Lease. If Landlord does not deliver possession of the Leased Premises to the County by the Estimated Lease Commencement Date due to a delay by Landlord which is not attributable in any way to force majeure and/or the actions and/or inactions of the County, its employees, agents and/or contractors, then the County shall be entitled to one day of abatement of Base Monthly Rent for every day that elapses from the Estimated Lease Commencement Date through the date that Landlord delivers possession of the Leased Premises to the County.

(b) Base Annual Rent. The "Base Annual Rent" shall be payable by the County to the Landlord during each Lease Year of the Lease Term in equal monthly installments of "Base Monthly Rent" attached hereto and specified in Exhibit "C"--Rent Schedule. The County will pay the Base Annual Rent, as depicted in Exhibit "C".

(c) Adjustments to Base Annual Rent. On the first day of the second Lease Year, and on the first day of each Lease Year thereafter during the Lease Term, the Base Annual Rent (then in effect) shall be increased by two and three-quarters percent (2.75%) per annum over the Base Annual Rent payable during the previous Lease Year, except the Base Annual Rent for the first Lease Year of the Second Extension Term shall be as set forth in Section 2(b) hereinabove.

Landlord shall provide the County written notice of each such adjustment and the amount of the Base Annual Rent payable during the forthcoming Lease Year.

(d) Rental Abatement. Notwithstanding anything to the contrary in the Lease, as further set forth on Exhibit C, attached hereto, Landlord shall abate fifty percent (50%) of the County's Base Monthly Rent for the first twelve (12) months after the Lease Commencement Date.

(e) Additional Rent. All money due to Landlord under the requirements of this Lease, other than Base Rent and Improvement Additional Rent (as hereinafter defined), is "Additional Rent." Unless stated otherwise, the County shall pay Additional Rent within 10 business days of receipt of an invoice. Landlord's remedies for the non-payment of Additional Rent are the same as for non-payment of Base Annual Rent. Moreover, the Landlord's contribution to the Tenant Improvements (as hereinafter defined) in an amount up to \$418,100 or fifty and 00/100 dollars (\$50.00) per square foot in the aggregate shall be amortized over the Initial Lease Term at a fixed rate of five and one-half percent (5.5%) per annum, and, if applicable, Landlord's payment of the Excess Costs as (as defined in Paragraph 8(a) of this Lease) shall be amortized over the Initial Lease Term at a fixed rate of seven percent (7.0%) per annum, and both amounts (together, the "Improvement Additional Rent") shall be paid by the County to Landlord on a monthly basis along with its payment of Base Monthly Rent. This Improvement Additional Rent shall not be escalated on an annual basis as the County's Base Annual Rent shall be. [For illustrative purposes only, if Landlord's contribution to the Tenant Improvements is \$418,100.00 and there are no Excess Costs paid by Landlord, then the Improvement Additional Rent shall be \$4,375.50 per month.] Base Rent, Additional Rent and Improvement Additional Rent shall together or separately (as applicable) also be known as "Rent."

(f) Survival. Regardless of the Lease Expiration Date or earlier end of the Lease Term, the County shall promptly and fully perform all its Lease obligations.

(g) Deposit. The County shall NOT pay a security deposit.

(h) Late Charge and Interest. Any Rent which is due on the first day of the month (e.g. Base Monthly Rent, Improvement Additional Rent, estimated Real Estate Taxes and Operating Costs (both as hereinafter defined)) but which is not received by Landlord by the seventh (7<sup>th</sup>) day of the month shall be subject to a late charge of five percent (5%), it being understood that this does not extend the due date of the such Rent from the first day of each month. In addition, all Base Rent not paid within thirty (30) days after the due date and all other Rent and all other

payments becoming due hereunder which is not paid on the due date shall bear interest at the rate of twelve percent (12%) per annum from the date when the same shall become due and payable.

4. UTILITIES: The County shall pay directly to the provider for all its utilities services, recycling services and associated equipment, including but not limited to, electricity, gas, telephone, cable, internet, trash removal, recycling services and dumpsters, water and sewer. All utilities are separately metered. The County shall transfer all utility accounts to itself upon the County's possession of the Leased Premises (i.e., Landlord's delivery of possession to the County and the County's receipt of keys to the Leased Premises and a signed letter of acceptance of the Leased Premises to be given (or withheld) in good faith by the County). In no event shall Landlord be liable for any interruption or failure in supply of utilities to the Leased Premises, unless Landlord's specific actions or omissions prevents the County from receiving the utilities.

5. MAINTENANCE OF PREMISES:

(a) Repairs by Landlord. Subject to reasons beyond its control, Landlord agrees, at its expense, to maintain and keep in repair the structural parts of the Building, unless such repair is due to the negligence or willful misconduct of the County, its employees and/or agents. They specifically include: (1) all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains; and (2) the structural integrity of the exterior masonry walls, interior structural columns, interior concrete slabs, and all foundations. Any latent defects in the aforesaid materials and structures that may arise during the County's tenancy shall be remediated at the sole cost and responsibility of Landlord.

Landlord shall not be liable to make any other improvements or repairs of any kind to the Leased Premises, except, Landlord hereby agrees, if necessary, to be responsible for making repairs to the Tenant Improvements and the Landlord Improvements for a period of one (1) year from the Lease Commencement Date, unless a repair is due to the negligence or willful misconduct of the County, its employees, agents, residents and/or contractors. Except as provided in this Section, Landlord shall not be required to furnish any services or facilities or to make any repairs, alterations or improvements in or to the Leased Premises, it being understood however, that, if possible, Landlord shall provide the County with the benefit of any warranties Landlord may have received for any of the Tenant Improvements and Landlord Improvements (i.e., HVAC warranties). The County shall notify Landlord in writing of the

need for any repairs which Landlord is required to make under this Section. There shall be no allowance provided to the County for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from the making of any repairs in or to any portion of the Leased Premises, provided, in each case, that the County shall give Landlord written notice of the necessity therefor, and provided, further, that, if Landlord completes any such repairs and it is determined that such repairs were necessitated by the acts or omissions of the County, its employees, agents, residents and/or contractors, the cost thereof shall be paid by the County to Landlord, as Additional Rent, within ten (10) days after Landlord's submission of a bill therefor.

(b) Repairs and Servicing by the County. Notwithstanding the above, the County hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Leased Premises. Except as specifically set forth in this Lease to the contrary, the County, at its sole expense, shall at all times maintain the Leased Premises in good condition and repair, including all mechanical, plumbing, heating, air conditioning, sprinkler and electrical equipment and lines, landscaping, parking lot, snow removal, HVAC Units (as hereinafter defined), and lighting (and make replacements of such equipment where needed, including interior lighting fixtures and bulbs) and all other non-structural parts of the Leased Premises and shall keep the Leased Premises in a clean, sanitary, and safe condition in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction. The County shall clean the Leased Premises and remove all trash therefrom daily. Notwithstanding the foregoing, in the event any underground utility lines, pipes, wires and/or conduits located outside of the Building are in need of repair or replacement through no fault of the County, its employees, agents and/or contractors, the County shall promptly repair or replace such item as needed, and Landlord shall reimburse the County fifty percent (50%) of the reasonable third party costs of such repair or replacement within thirty (30) days after receipt of an invoice from the County regarding the same. Notwithstanding the foregoing, in the event the entirety of the parking lot requires replacement (e.g., full depth replacement and base addition, but not including patch work, overlay or sealcoating) through no fault of the County, its employees, agents and/or contractors, the County shall promptly complete such replacement after receiving written confirmation from Landlord acknowledging the need for such

replacement, and Landlord shall reimburse the County fifty percent (50%) of the reasonable third party costs of such replacement within thirty (30) days after receipt of an invoice from the County regarding the same. The County shall comply with all requirements of law, ordinances, and otherwise, affecting the Leased Premises; and shall permit no waste, damage or injury to said Leased Premises.

All such repairs, restorations and replacements shall be completed in a good and workmanlike manner and all contracts and subcontracts, contractors, subcontractors and suppliers involved in such work shall be subject to the approval of Landlord, whose written approval shall be obtained prior to the commencement of any such work. If the County shall fail to make such repairs, restorations or replacements, then Landlord shall have the right to make such necessary repairs, restorations and replacements, structural, non-structural, or otherwise, and 110% of any charge or cost so incurred by Landlord shall be paid by the County to Landlord as Additional Rent payable with the next Base Monthly Rent becoming due under the terms of this Lease. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

(c) HVAC Maintenance. The County, throughout the Term of this Lease, shall obtain and keep in force a maintenance contract with a qualified service company reasonably acceptable to Landlord to regularly (at least twice each calendar year) inspect and perform maintenance services to the HVAC Units (as hereinafter defined). The County must correct any deficiencies noted on such inspection report within sixty (60) days after receiving notice thereof and provide proof of such correction to Landlord immediately thereafter. Upon Landlord's written request, the County shall furnish Landlord with a copy of said maintenance contract, and of renewals or replacements thereof, and inspection reports and descriptions and invoices of completed preventative maintenance work for the HVAC Units (as hereinafter defined).

(d) Damage. Notwithstanding anything in this Lease to the contrary, the County shall perform all maintenance, repair, or replacement of any improvements, including those mentioned in Section 5(a)--Repairs by Landlord caused by (a) the County's, its contractor's, agent's employee's, resident's and/or contractor's negligence, abuse, misuse, or neglect and/or (b) the moving of anything in or out of the Leased Premises.

6. TRIPLE NET CHARGES:

(a) This Lease is what is commonly called a Triple Net ("NNN") lease, it being understood that Landlord shall receive all Rent as provided in Section 3 and in addition, the County shall pay to the Landlord the costs incurred by the Landlord for owning and maintaining the Leased Premises, classified and described below as Section 6(c)--Real Estate Taxes and Section 6(d)--Operating Costs, during the Lease Term and any hold over periods or any other periods of occupancy. All of these costs, collectively referred to as "NNN Charges," shall constitute Additional Rent, and upon the failure of the County to pay any such charges, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of the County to pay Additional Rent.

(b) Payment. During each month of the Lease Term or other periods of occupancy, on the same date that Base Monthly Rent is due, the County shall pay to the Landlord an amount equal to one-twelfth (1/12) of the annual costs, as estimated by Landlord from time to time, of the NNN Charges.

(c) Real Estate Taxes. "Real Estate Taxes" are defined as all assessments and charges for land, betterments and improvements that are levied or assessed by any lawful authority on the Leased Premises and any and all other charges (e.g., solid waste charges, storm water management charges, school district charges, front foot benefit charges, etc.) set forth on real property tax bills for the Leased Premises ("Real Estate Taxes"). Landlord shall pay all such Real Estate Taxes prior to the date interest or penalty is assessed on the same. Landlord shall take the maximum benefit of any law allowing Real Estate Taxes to be paid in installments. Landlord agrees to pay all Real Estate Taxes prior to the last date that the same may be paid without penalty or interest, or if a discount shall be available for early payment, prior to the last day that such discount is available. Without cost to the County, Landlord shall bear all interest, penalties, late charges and lost discount amounts incurred as a result of Landlord's failure to timely pay any installment of Real Estate Taxes. The Real Estate Taxes for any tax year ("Tax Year") shall mean such amounts as shall be finally determined to be the Real Estate Taxes payable for such Tax Year less any abatements, refunds or rebates made, it being understood that, as of the date hereof, the Tax Year in Montgomery County is the period July 1<sup>st</sup> of a year through June 30<sup>th</sup> of the following year and the annual payment for each Tax Year is due by the September 30<sup>th</sup> that occurs during that period. The Parties shall make appropriate adjustments to previous amounts

received by Landlord from the County on account of any abatement, refunds, rebates, or increases in Real Estate Taxes, immediately following the determination of the amount of such abatements, refunds, rebates, or increases. Prior to the Lease Commencement Date, Landlord shall pay all Real Estate Taxes before interest or penalties are assessed.

Real Estate Taxes shall not include the following: (i) income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions; or (ii) impact fees.

Reasonable expenses, including attorneys' fees, appraisal fees, expert witness fees and similar costs, incurred by Landlord in obtaining or attempting to obtain a reduction of any Real Estate Taxes and Landlord's administrative expenses relating to the foregoing shall be added to and included in the amount of any such Real Estate Taxes. Real Estate Taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of the County under this Section, provided, however, that in the event that the County shall have made overpayments of Real Estate Taxes pursuant to this Section and Landlord shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Landlord shall pay to the County the appropriate portion of such refund. Landlord shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without consent or approval of the County.

If the Lease Commencement Date shall occur after the beginning of a Tax Year (the "First Tax Year"), then the amount of Real Estate Taxes payable by the County under this Section for the First Tax Year shall be equitably apportioned (on a per diem basis) so that the County shall pay only such portion of the Real Estate Taxes as is attributable to the period from the Lease Commencement Date through the last day of the First Tax Year. The County's obligation to pay Real Estate Taxes under this Section for this period shall be due regardless of whether or not the Real Estate Taxes for the First Tax Year are paid before or after the Lease Commencement Date. [For illustrative purposes only, if (i) the Lease Commencement Date is February 15, 2014 and (ii) the annual installment for the First Tax Year was paid by Landlord on September 30, 2013, then the County shall be responsible for paying an equitable portion of the Real Estate Taxes for the First Tax Year as it relates to the period February 15, 2014 through June 30, 2014.]

If the Lease Expiration Date shall not coincide with the end of a Tax Year, then in computing the amount payable under this Section for the period between the commencement of the final Tax Year of the Lease Term (the "Final Tax Year") and the Lease Expiration Date, then the amount of Real Estate Taxes payable by the County under this Section for the Final Lease Year shall be equitably apportioned (on a per diem basis) so that the County shall pay only such portion of Real Estate Taxes as is attributable to the period from the commencement of the Final Tax Year through the Lease Expiration Date. The County's obligation to pay Real Estate Taxes under this Section for the Final Tax Year shall survive the expiration of the Lease Term and shall be due regardless of whether or not the Real Estate Taxes for the Final Tax Year are paid before or after the Lease Expiration Date.

A tax bill (or tax bills) or a true copy thereof for the Leased Premises, submitted by Landlord to the County shall be conclusive evidence of the amount of Real Estate Taxes assessed or levied, as well as of the items taxed. If any Real Estate Taxes levied against the said Property, Building or improvements or the rents reserved therefrom, shall be evidenced by improvement bonds or other bonds, or in any other form, which may be paid in annual installments, only the amount relating to a specific Tax Year shall be included as Real Estate Taxes for that Tax Year for purposes of this Section.

(d) Operating Costs. For the purposes of this Lease, "Operating Costs" means the sum of the following costs and charges incurred by Landlord under this Lease for each calendar year or part thereof during the term of this Lease: (i) all costs incurred by Landlord to operate, maintain, replace and repair the Leased Premises (but not including structural repairs by Landlord pursuant to Section 5) if obligated and/or permitted to do so pursuant to the terms of this Lease; and (ii) "Insurance Costs" (as hereafter defined). Insurance Costs means all insurance premiums and other costs incurred by Landlord in connection with fire and extended coverage, public liability, business interruption, and any other insurance (including the applicable portion of Landlord's umbrella policy) maintained by Landlord relating to the Building and the Property.

(e) Reimbursement. Except as specifically set forth in this Lease to the contrary, if the operation of any of the foregoing provisions results in the County's payment of the NNN Charges for periods beyond the Lease Term, Landlord, within thirty (30) days following the expiration of the Lease Term, shall reimburse the County any such amount, less amounts then due Landlord from the County.

(f) Documentation. Landlord will provide the County with an annual accounting for all NNN Charges billed to the County and paid by the County based on the estimated billing for the prior year, and, if applicable, the County shall be compensated by Landlord for overages (by way of a credit from Landlord applied to the next Base Monthly Rent due), or compensate Landlord for underages (by way of a payment to Landlord within thirty (30) days after notice thereof).

(g) Substitute Tax. In the event that any present or future enactment of any state or political subdivision thereof or any governmental authority having jurisdiction over the Leased Premises (a) imposes a tax and/or assessment of any kind or nature upon, against or with respect to the Rent payable by the County to Landlord and/or with respect to the Landlord's ownership of the Leased Premises, either by way of substitution for all or any part of the taxes and assessments levied or assessed against the Leased Premises, or in addition thereto; and/or (b) imposes a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in or around the Building, such tax, assessment and/or surcharge shall be deemed to constitute Real Estate Taxes for the purpose of this Section 6 and the County shall be obligated to pay such charge. Landlord must notify the County in writing of the additional charge not less than 60 days prior to invoicing the charge to allow the County time to process the charge.

7. USE:

(a) Premises. The County shall use the Leased Premises as administrative offices and for men's and women's shelter purposes associated with any Montgomery County Services. The County shall have the right to occupy and use the Leased Premises twenty-four (24) hours a day, seven (7) days a week for any lawful use allowable, but shall be obligated to provide Landlord with at least thirty (30) day advance notice of any change in use.

(b) Common Areas. The County has exclusive use of the entire Leased Premises including all common areas, parking areas, service roads, loading facilities, sidewalks, and other facilities and, except for Landlord's right of entry as further set forth in Section 19 of this Lease, may restrict entry or use there-on.

(c) Trash. The County shall (1) keep the Leased Premises clean, (2) store trash in appropriate containers at a location approved in advance by Landlord, (3) hire trash removal and

recycling contractors, and (d) promptly clean the Leased Premises of any debris and trash related to the County's use and occupancy of the Leased Premises.

8. TENANT IMPROVEMENTS/LANDLORD IMPROVEMENTS.

(a) Description of Work. The County shall accept the Leased Premises in its "where-is" and "as-is" condition, with the exception that Landlord, at its sole cost and expense, subject to reimbursement set forth hereinafter, shall perform, or cause to be performed, all modifications to the existing condition of the Leased Premises as described in Exhibit B and Exhibit D, attached hereto (the "Tenant Improvements"). Landlord shall contribute four hundred, eighteen thousand, one hundred and 00/100 dollars (\$418,100.00) or fifty and 00/100 dollars (\$50.00) per square foot towards the hard and soft costs of the Tenant Improvements which shall include, but no be limited to, all architectural, engineering and other professional fees, permit, expediting and construction fees and charges, tap fees, impact fees and all construction costs (the "Tenant Improvement Costs"). The County shall be responsible for the remainder of the cost of the Tenant Improvements and shall pay such amount in full to Landlord, as Additional Rent, within ten (10) days of demand. Notwithstanding the foregoing, if the cost of the Tenant Improvements exceeds the contractor's preliminary estimate of \$83.73 psf, then the County has the option to have the Landlord pay for the amount in excess of \$83.73 psf (the "Excess Costs") (it being understood that the County shall be responsible for the payment in full of the amount between \$50.00 psf and \$83.73 psf). However, if Landlord pays for these Excess Costs, such Excess Costs shall be amortized over the Initial Lease Term at a fixed rate of seven percent (7%) per annum and shall be added to the amortized costs for the Tenant Improvements as Improvement Additional Rent as defined in Section 3(e) of this Lease and paid for by the County during the Initial Lease Term. The Tenant Improvements shall be completed in accordance with the mutually agreed upon "Space Plan" and "Scope of Work" attached hereto and made a part hereof as Exhibit "B" and Exhibit "D" respectively, which the County has reviewed and approved as evidenced by its signature, as well as the mutually agreed upon Construction Plans. Failure of Landlord to adhere to any previously approved plans, applicable ordinances or regulations as required under this Lease shall be deemed a Landlord Default under this Lease as further set forth in Paragraph 22 of this Lease. The Tenant Improvements shall be constructed in

accordance with all applicable American Disabilities' Act ("ADA") and fire, life and safety standards related thereto. The County shall notify Landlord of any construction deficiencies in the Tenant Improvements within thirty (30) days after the Lease Commencement Date, and Landlord shall promptly repair any such deficiencies, with such repair costs to be included in the Tenant Improvement Costs. Thereafter, except as specifically set forth in this Lease to the contrary, the County shall be responsible, at the County's sole cost and expense, for the maintenance, repair and replacement of the Leased Premises (except in the event of a casualty as further set forth in Paragraph 24 of this Lease), including the Tenant Improvements, it being understood however, that the County shall be permitted to receive the benefit of any manufacturer's warranties when applicable. Landlord may deliver possession of the Leased Premises to the County subject to inconsequential punch list items to be completed after the Lease Commencement Date. Landlord shall deliver the Leased Premises to the County broom clean in compliance with applicable laws relating to the Tenant Improvements and with all systems existing as of the date hereof in good working order. The County hereby agrees to complete, on or before that date which is six (6) months after the Lease Commencement Date, the repair of the materially damaged portions of the parking lot shown on Exhibit D-1 attached hereto (the "Parking Lot Work"), and if timely completed, Tenant shall be given a total credit of \$13,000.00 in the aggregate to be used towards payment of Base Monthly Rent due for the seventh, eighth and ninth full months after the Lease Commencement Date.

(b) Architectural Services for the Leased Premises. Landlord has (or shall) provide architectural services required in connection with the final preparation of the Space Plan, Scope of Work and Construction Plans (as hereinafter defined), the costs thereof to be included in the Tenant Improvement Costs. Within forty-five (45) days after execution of this Lease, Landlord shall furnish to the County completed construction drawings and construction specifications (the "Construction Plans") reflecting the details as shown in the Space Plan and Scope of Work. The County shall have thirty (30) days to approve (or provide objections to), in its reasonable discretion, the Construction Plans. Should the County fail to approve the Construction Plans within thirty (30) days of receipt, then any delay in completing the Leased Premises shall not in any manner affect the County's liability for the payment of Rent from the date the Lease Commencement Date would have reasonably occurred (as reasonably determined by the architect and general contractor) but for the delays caused by the County, it being understood,

however, that under these circumstances, Landlord agrees to use its good faith diligent efforts to make the Leased Premises ready for the County's occupancy no later than Estimated Lease Commencement Date, plus the number of days' delay resulting from the County's failure to comply with the provisions of this Section. Should the County fail to make final approval of the Construction Plans within thirty (30) days after receipt from Landlord, then Landlord shall have the right to immediately terminate this Lease (the "Construction Plan Termination Right") at any time thereafter prior to the County's final approval of the Construction Plans by providing written notice of such termination to the County. If Landlord exercises its Construction Plan Termination Right, then the Lease shall be deemed to expire as of the date the County receives Landlord's notice regarding the same. The County hereby agrees that it has no right to receive any sums or consideration whatsoever from Landlord and/or the Landlord Parties (as hereinafter defined) for damages or injuries that the County may suffer or incur by virtue of the termination of this Lease pursuant to this Section 8(b).

Any subsequent changes to the Construction Plans shall be signed or initialed by the County and the County shall bear the cost of and pay for such changes (both redesign and construction cost) promptly after being billed therefor by Landlord. The County shall be responsible to Landlord for any delay in completion of the Tenant Improvements as a result of such changes or delays caused by non-receipt of the County's non-building standard materials. The Lease Commencement Date shall not be deferred because of any such changes.

(c) Permits. The Landlord shall be responsible for obtaining the construction permit and final inspections for the Tenant Improvements from Montgomery County for the Leased Premises, the cost of said permits to be included in the Tenant Improvement Costs. The County shall be responsible for obtaining the use and occupancy certificate, a copy of which shall be delivered to Landlord, and the County shall be responsible for any other permits or licenses necessary for its lawful occupancy of the Leased Premises.

(d) Selection of Contractors. The Parties agree that the Landlord will contract for the Tenant Improvements as described in this Section 8 and provide the services necessary to complete all such Tenant Improvements required as described therein. Landlord shall competitively bid out the Tenant Improvements by obtaining at least three (3) qualified general contractors to provide competitive bids. Within ten (10) days after receipt of the bids, the Parties

shall mutually agree upon the general contractor ultimately chosen to complete the Tenant Improvements.

(e) Early Access. Landlord grants permission to the County to enter the Leased Premises thirty (30) days prior to the Lease Commencement Date for the sole purposes of installing equipment, furniture, fixtures and related cabling therein, provided (i) the general contractor permits such early entrance, and (ii) the County does not materially interfere with the completion of the Tenant Improvements. All such periods of early access shall be coordinated with Landlord and/or its agents and the general contractor. The County agrees to indemnify Landlord, its manager (Nellis Corporation), its sole member (Bankers Trust Company of South Dakota) (as trustee of Landlord's sole member), their respective officers, employees, agents, successors and assigns (collectively, the "Landlord Parties") against any damage or delays in substantial completion of the Tenant Improvements due to interference arising from the County's early access.

(f) Landlord Improvements. Some of the improvements to the Leased Premises shall be considered "Landlord Improvements" for purposes of this Lease, and the cost thereof shall be the sole responsibility of Landlord above and beyond Landlord's \$50.00 psf contribution for the Tenant Improvement Costs, as set forth hereinabove, without reimbursement by the County. Landlord Improvements to be completed by Landlord prior to the Lease Commencement Date are as follows:

- i) Removing one existing twenty-five (25) ton HVAC roof top unit and installing a new twenty-five (25) ton HVAC roof top unit *and* installing one fifteen (15) ton HVAC roof top unit (together the "HVAC Units");
- ii) Replacing the roof of the Leased Premises; and
- iii) Any environmental remedial measures required as of the date hereof (i.e. asbestos abatement, mold removal, etc.).

Landlord, at Landlord's sole cost and expense, shall solely bear the costs of the aforesaid Landlord Improvements prior to delivering possession of the Leased Premises to the County. Moreover, these Landlord Improvement costs shall not be deemed Improvement Additional Rent and/or otherwise amortized into the Base Monthly Rent and Additional Rent due hereunder.

9. ZONING AND PERMITS: Anything herein elsewhere contained to the contrary, this Lease and all the terms, covenants, and conditions hereof are in all respects subject and subordinate to all zoning restrictions affecting the Leased Premises and the County agrees to be bound by such restrictions. The Landlord further does not warrant that any license or licenses, permit or permits, which may be required for the business to be conducted by the County on the Leased Premises will be granted, or, if granted, will be continued in effect or renewed and any failure to obtain such license or licenses, permit or permits, or any revocation thereof or failure to renew the same, shall not release the County from the terms of this Lease.

10. ALTERATIONS:

(a) The County will not make any alterations, installations (including, but not limited to, the HVAC Units, screens and fences), changes, replacements, additions, or improvements, structural or otherwise, in or to the Leased Premises or any part thereof (the "Alterations"), without the prior written consent of Landlord which shall not be unreasonably conditioned, delayed or withheld. The County will make, at its expense:

(i) such Alterations as may be required by the building or other applicable regulations in the jurisdiction in which the Leased Premises are located, or by Landlord's insurance carrier to avoid cancellation of Landlord's insurance, or to secure adequate additional insurance coverage, unless such alterations, modifications and improvements (i) are not required in conjunction with, as a result of and/or due to, other Alterations being completed by the County and (ii) would be required regardless of the use being made of the Leased Premises, and

(ii) such Alterations as may be required for the safety and health of the County's employees, pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), as the same may be amended or implemented from time to time; but no such Alterations nor any other Alterations the County may wish to make, shall be made unless Landlord shall first have given written approval of the plans and specifications therefor, and Landlord and the Landlord Parties shall have been protected, to Landlord's satisfaction, against any cost or damage incident thereto, and unless the County shall first have secured all necessary building and other permits. If the County should make any Alterations

without Landlord's consent, the County hereby agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from any liability which may devolve upon Landlord and the Landlord Parties as a consequence thereof.

(b) All Alterations (whether with or without Landlord's consent) shall, at the election of Landlord, remain upon the Leased Premises and be surrendered with the Leased Premises at the expiration or earlier termination of this Lease without disturbance, molestation or injury. Should Landlord elect that Alterations be removed upon expiration or termination of this Lease, the County hereby agrees to cause them to be removed at the County's sole cost and expense and to repair any damage caused by such removal and should the County fail to remove them, then the County hereby agrees to reimburse Landlord, as Additional Rent, for 110% of the cost of removal together with any and all damages which Landlord may suffer and sustain by reason of the County's failure to remove such items.

11. COMPLIANCE WITH LAWS, ORDINANCES, ETC.: Throughout the Lease Term, the County, at its sole cost, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Leased Premises or to the use or manner of use of the Leased Premises. If governmental regulations require recycling of any or all of the trash generated in the Leased Premises, the County agrees to participate in any recycling program and to assume any obligation for recycling which may be imposed upon Landlord, as the property owner, with respect to the refuse, garbage and trash generated by the use of the Leased Premises. The County shall likewise observe and comply with the requirements of all policies of public liability, fire and all other insurance at any time in force with respect to the Leased Premises.

12. COUNTY'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

(a) The County shall obtain and maintain, during the Lease Term, a policy of public liability insurance with bodily injury or death and property damage limits of at least \$200,000 (two hundred thousand dollars) per an individual claim, and at least \$500,000 (five hundred thousand dollars) per total claims that arise from the same occurrence. The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-

Insurance Program is responsible, as determined by the Local Government Tort Claims Act, 1986 MD. Ann. Code, Cts & Jud. Proc. Sec. 5-301 et seq. (2006 Repl. Vol) as amended (the "LGTC"), it being understood that, notwithstanding the foregoing, in all events, the County shall carry public liability insurance in amounts as are standard for the County when utilizing a building and providing services as set forth herein. If the LGTC is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

(b) The County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event the County's occupancy causes any increase in the insurance premiums for the Leased Premises or any part thereof, then the County shall pay the additional premiums as they become due as Additional Rent.

(c) The County agrees to indemnify, and hold harmless Landlord and the Landlord Parties from and against any and all damages arising out of the County's use of the Leased Premises which are caused by any negligent act or omission of the County, its employees, and/or agents, except to the extent that claims arise from the negligent acts or omissions of the Landlord, Landlord's employees, agents and/or contractors. Except as specifically set forth in this Lease to the contrary, any indemnification given by the County is subject to the notice requirements and damages limitations stated in the County Indemnification Statutes, defined below, as amended from time to time.

(d) Notwithstanding anything in this Lease to the contrary, the County further agrees that all personal property in the Leased Premises shall be and remain at the County's sole risk, and Landlord and the Landlord Parties shall not be liable for any damage to or loss of such personal property except to the degree damage arises out of the negligence acts or omission of Landlord, Landlord's agents, contractors or employees.

(e) Not later than thirty (30) days following execution of this Lease, the County will deliver to Landlord a certificate of insurance for the coverage specified, above, naming Landlord, Nellis Corporation and Bankers Trust Company of South Dakota as certificate holders.

(f) Any Rent obligation of the County arising from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the

Local Government Tort Claims Act, Md. Code Ann., and Cts. & Jud. Proc. §§ 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, §1A (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-504 (2006 Repl. Vol.); and Md. Code Ann. Cts & Jud. Proc. § 5-604 (2006 Repl. Vol.) (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties; however, notwithstanding the foregoing, the County's liability set forth in this Lease may be increased above the caps provided in the County Indemnification Statutes, as applicable, if permitted by law and/or so ruled by a court of competent jurisdiction.

13. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

(a) The Landlord shall obtain and maintain, during the Lease Term a policy or policies of general liability insurance with limits of at least three million dollars (\$3,000,000) including fire legal liability, contractual liability, products and completed operations, and personal injury.

(b) The Landlord shall carry an All Risk Property Policy to protect against loss caused by the perils insured in the amount of at least eighty percent (80%) of the replacement cost of the Leased Premises. The policy shall also endorse a demolition and clearing clause, building ordinance, extra expense and loss of business income.

(c) The Landlord shall provide the County with a certificate of insurance evidencing the coverage described above not later than thirty (30) days following the execution of this Lease.

(d) The Landlord will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense arising out of the activities on the Leased Premises which are caused by any negligent act or omission of Landlord, its employees, residents, agents and/or contractors except to the extent that claims arise from the negligent acts or omissions of the County, or the County's employees and/or agents. Landlord shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of the Landlord's violation of any law or ordinance.

(e) The Landlord hereby waives its right of recovery against the County for any loss insured by fire, casualty, extended coverage, public liability and other property insurance policies procured by the Landlord. The County hereby waives its right of recovery against the

Landlord for any loss insured by fire, casualty, extended coverage, public liability and other property insurance policies procured by the County (including self insurance).

14. OTHER DAMAGE:

(a) All injury to the Leased Premises caused by moving property of the County into, in or out of, the Building and all breakage done by the County, its agents, and/or employees, of the County shall be repaired by the County, at the expense of the County. If the County shall fail to do so, then Landlord shall have the right to make such necessary repairs, alterations and replacements, structural, nonstructural or otherwise and 110% of any charge or cost so incurred by Landlord shall be paid by the County to Landlord as Additional Rent. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any rights and remedies which Landlord has or may have in these circumstances.

(b) Landlord and the other Landlord Parties shall not be liable for any damage to any property, or person, at any time in the Leased Premises, from fire, the perils of the standard extended coverage endorsement, explosion, steam, gases, or electricity, or from water, rain, or snow, whether they may leak into, issue or flow from, any part of the Building, or from the pipes, sprinkler system, or heating or air conditioning apparatus of the Building, or from any other place or from any other cause of any kind or nature whatsoever. The County shall give Landlord prompt notice of any accident to or defect in the pipes, sprinkler system, HVAC Units, or electric wires or system of the Leased Premises, it being understood that, if applicable, Landlord will provide the County with the benefit of any warranties existing for any of the foregoing at the time Landlord is notified of such accident or defect.

(c) Landlord and the Landlord Parties assume no liability or responsibility whatever with respect to the conduct and operation of the business to be conducted in the Leased Premises nor for any loss (including theft) or damage of whatsoever kind or by whomsoever caused, to personal property, documents, records, monies, or goods of the County or to anyone in or about the Leased Premises, however caused or whether due in whole or in part to acts of negligence on the part of Landlord, its employees, agents, and/or contractors, whether such acts be active or passive and the County agrees to hold Landlord and the Landlord Parties harmless against all such claims.

15. GOOD ORDER AND REPAIR: The County covenants and agrees to maintain the Leased Premises in good order and condition as set forth in this Lease throughout the entirety of the Lease Term and return the Leased Premises as if so maintained.

16. FURNITURE, FIXTURES AND EQUIPMENT: The County may install in or on the Leased Premises any furniture, fixtures, and equipment necessary in the conduct of the County's business, and the same shall remain the property of the County. The County shall remove all such furniture, fixtures and equipment at the expiration of this Lease, including those attached to the Leased Premises which Landlord requires the County to remove, it being understood that Landlord shall provide the County, within sixty (60) days after the County opens for business in the Leased Premises, with a list of the attached items installed as of such date that the Landlord requires the County to remove at the expiration of this Lease. In the event any damage is done to the Leased Premises (beyond normal wear and tear) in the installation or removal of said furniture and fixtures and equipment, the County will immediately make such repairs as are necessary to restore said Leased Premises to their original condition, or promptly reimburse the Landlord, as Additional Rent, for 110% of the cost of such repairs.

17. SIGNS: The County shall place no signs, awnings or curtains on any part of the exterior of the Leased Premises, nor paint any brick or stone work, cornice work, mill work or iron work on the Leased Premises without obtaining the written consent of Landlord or its agent first, which consent shall not be unreasonably withheld, conditioned, or delayed.

18. PARKING: Parking is available on the surface parking lot on a non-reserved, unassigned basis at no cost to the County for the duration of the Lease Term. It is understood and agreed that Landlord assumes no responsibility and shall not be held liable for any damage or loss to any automobiles parked in the Property's parking facilities or to any personal property located therein, or for any injury sustained by any person in or about such parking facilities unless the Landlord was solely negligent.

19. LANDLORD'S ACCESS/OCCUPANCY: Landlord shall have the right at all reasonable times, after contacting the County, to enter upon the Leased Premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers or mortgage lenders. Landlord shall have the further right during the last nine (9) months of the Lease Term

to bring prospective tenants into the Leased Premises for the purpose of showing same. Landlord shall make reasonable efforts to minimize interference or disruption to the County.

If the County (i) does not open for business in the Leased Premises within sixty (60) days after the Lease Commencement Date, time of the essence, or, (ii) if, once opened, the County ceases to occupy the Leased Premises for a period of one hundred eighty (180) days or more, then, Landlord shall have the right, at any time after either such event, to terminate this Lease by providing at least thirty (30) days advance written notice to The County.

20. GLASS PANE REPLACEMENT: The County, at the County's sole cost and expense, agrees to promptly replace any window, window glass pane, or door glass pane that is broken, chipped or cracked, not as a result of structural failure or Landlord's negligence. Should the County fail to effect a replacement within a reasonable period of time (but at least within thirty (30) days), the Landlord may perform this work and the County shall reimburse Landlord for 110% of the cost thereof, as Additional Rent. Notwithstanding anything set forth in this Lease to the contrary, if the windows fail (i.e., the seals fail compromising the structural integrity of the window itself) through no fault of the County, its employees, agents, residents and/or contractors, the County shall promptly replace any such failed window(s) and Landlord shall reimburse the County fifty percent (50%) of the reasonable third party costs of such replacement within thirty (30) days after receipt of an invoice from the County regarding the same.

21. ASSIGNMENT AND SUBLETTING: The County shall have the right to assign this Lease only to other Montgomery County agencies and/or sublet the entirety of the Leased Premises only to other Montgomery County agencies with the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed.

22. DEFAULT:

(a) By the County. Any one of the following events shall constitute an event of default by the County ("Default") under this Lease:

(i) if the County fails to pay any Rent (or any installment thereof) which is due on the first day of the month within ten (10) days after the County receives Landlord's written notice of the failure to pay such Rent and fails to pay any other Rent or other payments becoming due hereunder within 10 days after the County receives Landlord's written notice of the failure to pay such Rent. The County's

exercise of its option to terminate under Section 36 shall not be construed to constitute a "failure to pay rent."

(ii) if the County shall breach or fail in the observance or performance of any of the terms, conditions or covenants of the Lease to be observed or performed by the County, other than those involving the payment of Rent and such breach or failure is not cured within thirty (30) days (or such period as may reasonably be required to correct the Default with the exercise of due diligence) after the County's receipt of written notice (it being understood that the County shall immediately cure a Default that involves the life, safety and/or health of individuals).

(b) County's Right to Cure. Upon the occurrence of any event of Default described in this Section, Landlord shall have all rights and remedies provided in this Section, in addition to all rights and remedies available under this Lease and the laws of the State of Maryland, except that Landlord shall have no right to terminate or take other action against the County based on the Default if the County cures the Default within the applicable notice and cure period.

(c) Landlord's Remedies. In the event of Default by the County under this Lease, at the option of Landlord, the County's right of possession shall thereupon cease and, if elected by Landlord, this Lease shall terminate, and, in either event, Landlord shall be entitled to possession of the Leased Premises and to re-enter the same with or without demand of possession of the Leased Premises and may forthwith proceed to recover possession of the Leased Premises by process of law, any notice to quit or of intention to re-enter the same being hereby expressly waived by the County. And, in the event of such re-entry by process of law or otherwise, the County nevertheless agrees to remain answerable for any and all damage, deficiency or loss of Rent which Landlord may sustain by such re-entry whether or not Landlord re-lets the Leased Premises; and in such case, Landlord shall have full power, which is hereby acceded to by the County, to re-let the Leased Premises for and on the County's behalf, and upon such re-letting Landlord shall have the right at any time to sue for and recover any loss of Rent or monthly Rent deficits, it being understood that, in all events or re-entry by Landlord, the right is reserved by Landlord to bring any action(s) or proceeding(s) for the recovery of any Rent deficits remaining unpaid without being obligated to await the end of the Lease Term (if the Lease has not been terminated) for a final determination of the County's account, and the commencement or

maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further Rent accruals pursuant to provisions of this Section. Landlord shall also have the right to declare the entire balance of the Rent for the remainder of the Lease Term to be due and payable immediately, and collect such balance in any manner not inconsistent with applicable law; provided that if the Landlord elects to relet any or all of the Leased Premises following such acceleration of Rent, the provisions of this Section shall be applicable with respect to the right of the County to receive a credit for the net rent that is collected for the period of time that would have constituted the Lease Term under this Lease except for such re-entry. Accelerated payments payable under this Lease shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment of Rent in advance.

If under the provisions of this Lease, a summons or other applicable summary process shall be served, pursuant to the law of the State in which the Leased Premises are located, and a compromise settlement thereof shall be made, it shall not be constituted as a waiver of any breach of any covenant, condition or agreement herein contained and no waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. No payment by the County or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check of payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

(d) By Landlord. If Landlord or Landlord's assigns shall fail or neglect to keep and perform each and every one of Landlord's covenants, conditions, and agreements as contained herein ("Landlord Default"), and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the non-performance with exercise of due diligence) after written notice from the County specifying a Landlord Default, then the County, at the County's option, may pursue any equitable and legal remedies available to the County; provided, however, in no event shall the County be permitted to withhold Rent due

under this Lease and/or terminate this Lease due to a Landlord Default unless such action has been specifically granted to the County by a court of competent jurisdiction ruling in connection with a dispute between the Parties under this Lease.

(e) No Waiver. In the event that proceedings shall at any time be commenced for recovery of possession as aforesaid and a compromise or settlement shall be effected either before or after judgment whereby the County shall be permitted to retain possession of the Leased Premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent Default by the County under this Lease.

23. EMINENT DOMAIN: If the whole or a substantial part of the Leased Premises (i.e. 25% or more of the Building) 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 Leased Premises is 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 Rent shall be reduced by the ratio that the portion of the Building so taken bears to the rentable square footage of the Building 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. The County shall have no claim against the Landlord (or otherwise) as a result of such taking, and the County agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that the County may, to the extent allowed by law, make a claim for compensable relocation expenses and for the taking of any of the County's property (other than its leasehold interest in the Leased Premises) which does not, under the terms of this Lease, become the property of the Landlord at the termination of this Lease, as long as such claim is separate and distinct from any claim of the Landlord and does not diminish the Landlord's award.

24. DAMAGE TO PREMISES: If the Leased Premises shall be damaged by fire or other casualty, not due to the County's negligence, but are not thereby rendered untenable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the

Rent shall not be abated. If by reason of any such occurrence, less than a substantial part of the Leased Premises (i.e. less than 25% of the Building) shall be rendered untenable, Landlord shall promptly at its own expense cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If a substantial part of the Leased Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly (upon the end of the 60-day period set forth hereinbelow, provided this Lease has not been terminated), at its own expense, cause such damage to be repaired and the Rent meanwhile shall be abated in whole, provided however, that Landlord and the County shall each have the right, to be exercised by notice in writing delivered to the other within sixty (60) days from and after said occurrence, to terminate this Lease, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the Rent to be adjusted as of such date.

25. ESTOPPEL CERTIFICATES: The County agrees, upon not less than twenty (20) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord in writing the completed and signed Estoppel Certificate as attached hereto in Exhibit "E" --Estoppel Certificate (Form).

26. SUBORDINATION: The County agrees that this Lease shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize this Lease and the rights of the County hereunder. In the event of any mortgagee or trustee electing to have the Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee or trustee notifying the County to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether or not this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

If any person shall succeed to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale or otherwise, the County shall, without charge, attorn to such successor-in-interest upon written request from Landlord, using the form attached hereto as Exhibit F--Subordination, Non-Disturbance, and Attornment Agreement ("SNDA").

27. SURRENDER AND HOLDING OVER: The County, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably surrender the Leased Premises to Landlord in broom clean condition and in good repair in accordance with the terms hereof. If the County continues, with the knowledge and written consent of Landlord obtained at least thirty (30) days prior to the expiration of the Lease Term, to remain in the Leased Premises after the expiration or earlier termination of the Lease Term, then, the County shall become a tenant by the month at Base Monthly Rent which is one hundred fifteen percent (115%) of the Base Monthly Rent applicable to the last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified, commencing said monthly tenancy with the first day next after the end of the Lease Term. If the County continues, without the knowledge and written consent of Landlord to remain in the Leased Premises after the expiration of the Lease Term (or, if applicable, the month-to-month tenancy set forth hereinabove), then, the County shall become, for the first four (4) months after expiration of the Lease Term (or, if applicable, the month-to-month tenancy), a tenant by the month at Base Monthly Rent which is one hundred twenty-five percent (125%) of the Base Monthly Rent applicable to the last month of the Lease Term and, thereafter, a tenant by the month at a Base Monthly Rent which is one hundred fifty percent (150%) of the Base Monthly Rent applicable to the last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified.

28. LANDLORD NOT A PARTNER: It is expressly understood that the Landlord shall not be construed or held to be a partner or associate of the County in the conduct of the County's business; it being expressly understood that the relationship between the Parties hereto is and shall remain at all times that of landlord and tenant.

29. FIRE EXTINGUISHERS: The County shall be obligated to supply and maintain at its own cost and expense any fire extinguishers or other fire prevention equipment required by law, rules, orders, ordinances, regulations and/or recommendations of the City, County, State, Rating Bureau or Underwriters Association having jurisdiction over the Leased Premises.

30. LANDLORD'S TITLE AND COVENANT OF QUIET ENJOYMENT: Landlord covenants that it has full right and power to execute and perform this Lease, and that it will put the County into complete and exclusive possession of the Leased Premises in accordance with the terms of this Lease. Landlord further covenants that the County, on paying the Rent reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have,

hold and enjoy the Leased Premises without disturbance by Landlord and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the Lease Term.

31. LANDLORD'S LIABILITY: In no event shall Landlord, including any successor assignee of all or any portion of Landlord's interest in the Leased Premises, be personally liable or accountable with respect to any provision of this Lease. If Landlord shall be in breach or Default with respect to any obligation hereunder, the County agrees to look for satisfaction solely to the value of the Leased Premises. The liability of Landlord shall in no event exceed the value of the Leased Premises and no other assets of Landlord (or any members, partners, stockholders, or officers of Landlord) shall be subject to levy, execution or other procedures for the satisfaction of the County's remedies (unless so ordered by a court of law in an action by Tenant against Landlord for fraud and/or willful misconduct). In the event Landlord transfers this Lease, other than as security for a mortgage or deed of trust, Landlord (and, in case of any subsequent transfers or conveyance, the then grantor) shall, upon such transfer and acceptance by the transferee be relieved from all liability and obligations hereunder arising after such transfer.

32. FORCE MAJEURE: Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or negligence of either Party, neither Party shall be deemed in Default with respect to the performance of any of the terms, covenants, and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, act of terrorism, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any permit, material and/or service (except if due to the lack of funds other than as specifically set forth in Paragraph 36 of this Lease), Act of God or other cause beyond the reasonable control of either Party.

33. GENERAL PROVISIONS:

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

(b) Rights and Remedies. In addition to any and all rights and remedies specifically mentioned in this Lease, unless set forth in this Lease to the contrary, Landlord and the County shall have all rights and remedies granted by law or in equity. Resort to one remedy shall not be

construed as a waiver of any other remedy. Failure by Landlord or the County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any Party in any action or Default.

(c) Governing Law. The provision of this Lease shall be governed by the laws of the State of Maryland. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

(d) Accord and Satisfaction. No payment shall be deemed an accord and satisfaction.

(e) Assignment by Landlord. Landlord may assign its rights and interest under this Lease with written notice to the County and Landlord shall have no further obligations under this Lease after the County has notice of the assignment except for those obligations that accrued prior to the assignment.

(f) Invalidity. All Lease provisions shall be enforced to the full extent allowed by law. No provision shall be invalid because the provision, if enforced to its fullest, would be invalid. All of the Lease not declared invalid by a court shall remain in force.

(g) Captions. Unless used otherwise, captions and numbers do not affect the Lease.

(h) No Option. The submission of this document is not an offer, option or reservation to purchase the Property or the Leased Premises.

(i) Broker's Commission. The Landlord and the County each represent and warrant to the other that it has not employed any broker in connection with this Lease transaction, except William Montrose of AMR Commercial, LLC representing Landlord and Ethan Bernardi of HBW Group representing the County. Said brokers shall be paid a brokerage commission pursuant to separate agreements between Landlord and said brokers, and Landlord and the County each shall indemnify and hold harmless the other from and against all claims for brokerage or other commissions arising by reason of a breach by the indemnifying party of the aforeseaid representation and warranty.

(j) Attorneys' Fees. The County agrees to pay, as Additional Rent, all reasonable attorneys' fees and expenses of Landlord incurred in enforcing any of the County's obligations under this Lease, or in any litigation or negotiation in which Landlord shall become involved, through, or on account of the County, provided Landlord is the substantially prevailing party in

such litigation or negotiation. Landlord agrees to pay all reasonable attorneys' fees and expenses of the County incurred in enforcing any of Landlord's obligations under this Lease by virtue of a court action, provided the County is the substantially prevailing party in such action.

(k) Time of the Essence. Time is of the essence in the performance of all of Landlord's and the County's obligations under this Lease.

34. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination policies as required by Sections 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws, rules, and regulations regarding discrimination. By signing this Lease, the Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not, engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

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

36. NON-APPROPRIATION:

- (a) Obligations Subject to Appropriation. Landlord acknowledges that the County has appropriated funds only for payment of Rent and other sums due Landlord for the first year of the Lease Term. Landlord further acknowledges and agrees that, except for the Transaction Costs (as hereinafter defined) the County's obligations under the Lease to pay Rent and other sums due Landlord in future years is subject to the appropriation of funding for such purpose in future years by the County. The term County, as used herein, includes the County Executive, the County Council, and all County employees and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of Rent and other sums due Landlord (except for the Transaction Costs). Landlord acknowledges and agrees that the County's budget constitutes an executive and legislative function that

cannot be contracted away. Except for payment of the Transaction Costs, Landlord irrevocably waives any claim against the County for unpaid Rent and other sums due Landlord after the date of non-appropriation (i.e., the last day for which funding is appropriated), if funds are not appropriated in future years for payment of Rent and other sums due Landlord, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County to appropriate funds. Notwithstanding anything set forth in this Lease to the contrary, Landlord does not waive any claims relating to the payment of the Transaction Costs and/or which arise from the County's performance of its obligations under the Lease prior to the date the County properly vacates the Leased Premises as required hereunder.

- (b) Timing of Non-Appropriation. If the County, in its sole discretion, elects not to appropriate funds for payment of Rent and other sums due Landlord in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated. The County's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County's budget for the upcoming fiscal year will take place each May, between the 15<sup>th</sup> and 31<sup>st</sup> of the month. The County shall give the Landlord notice, in writing, no more than seven (7) business days after the County makes a final decision not to appropriate funds sufficient for the County to pay Rent and other sums due Landlord for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay Rent and other sums due Landlord and will state the date relating thereto by which the County will vacate the Leased Premises.
- (c) Effect of Termination. If this Lease is terminated under this section due to non-appropriation, the County shall immediately pay Landlord a termination fee equivalent to Landlord's unamortized transaction costs ("Transaction Costs") (such amount being in addition to any Rent due under this Lease). The Transaction Costs

shall include (i) Landlord's contribution to the Tenant Improvements (including, if applicable, the Excess Costs), (ii) the rent abatement for the first Lease Year (i.e., equal to \$68,986.30), (iii) the brokerage commissions, and (iv) the cost of the HVAC Units. These Transaction Costs shall be amortized on a straight-line basis over the Initial Lease Term. Landlord shall provide a final accounting of all Transaction Costs within sixty (60) days after the Lease Commencement Date. The County's obligation to pay the termination fee shall not be contingent on appropriation of funding for such purpose in future years.

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

38. MAILING NOTICES: All notices required or desired to be given hereunder by either Party to the other shall be given by (a) hand delivery, (b) certified or registered mail with pre-paid return receipt, or (c) reputable over-night delivery service. Notice deemed given upon the earlier of (a) five (5) days after mailing, (b) upon receipt, or (c) refusal to accept. Notices to the respective Parties shall be addressed as follows.

To Landlord:

Marinelli Associates, LLC  
Attention: Mark Levitt  
6001 Montrose Road, Suite 600  
Rockville, Maryland 20852

With a copy to:

Marinelli Associates, LLC  
Attention: Cathleen A. Mullen  
6001 Montrose Road, Suite 600  
Rockville, Maryland 20852

To the County:

MONTGOMERY COUNTY, MARYLAND

Department of General Services

Office of Real Estate

101 Monroe Street, 9<sup>th</sup> Floor

Rockville, Maryland 20850

Tel: (240) 777-7250

Fax: (240) 777-7259

With a copy that does not constitute notice to:

Office of the County Attorney

101 Monroe Street, 3<sup>rd</sup> Floor

Rockville, Maryland 20850

Attn: County Attorney

39. HAZARDOUS WASTE:

(a) The County will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Leased Premises, or transport to or from the Leased Premises any Hazardous Substance (as defined below) or allow any other person or entity to do so.

(b) The County shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any Environmental Law (as defined below).

(c) The County shall give prompt written notice to Landlord of:

(i) any breach by the County of the obligations set forth in subparagraphs (a) and (b) hereinabove of this Section 39;

(ii) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Leased Premises or the migration thereof from or to other property;

(iii) all claims made or threatened by any third party against the County or the Leased Premises relating to any loss or injury resulting from any Hazardous Substance; and

(iv) The County's discovery of any occurrence or condition on the Leased Premises and/or any real property adjoining or in the vicinity of the Leased Premises that could

cause the Leased Premises or any part thereof to be subject to the restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any Environmental Law.

(d) Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated with respect to the Leased Premises in connection with any Environmental Law and have its attorneys' fees in connection therewith paid by the County.

(e) The County shall protect, indemnify, defend and hold harmless Landlord and the Landlord Parties from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Leased Premises including without limitation (i) all foreseeable consequential damages, and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Leased Premises and the preparation and implementation of any closure, remedial or other required plans. The foregoing environmental indemnity shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Leased Premises, or of any interest in this Lease, and shall be governed by the laws of the State of Maryland.

(f) In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonable, necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or non-governmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance in or into the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Leased Premises (or any portion hereof), the County shall within thirty (30) days after written demand for performance thereof by Landlord (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by contractors approved in advance by Landlord, and under the supervision of a consulting engineer approved by Landlord. All costs and expenses of such Remedial Work shall be paid by the County including, without limitation, Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event the County shall fail to timely commence, or cause to be

commenced, or fail to diligently prosecute to completion, such Remedial Work, Landlord may, but shall not be required to, cause such Remedial Work to be performed and 110% of all costs and expenses thereof, or incurred in connection therewith, shall become immediately due and payable as Additional Rent to the Landlord from the County.

(g) "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Leased Premises, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.

(h) The term "Hazardous Substance" includes without limitation:

(i) Those substances included within the definitions of "hazardous substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and

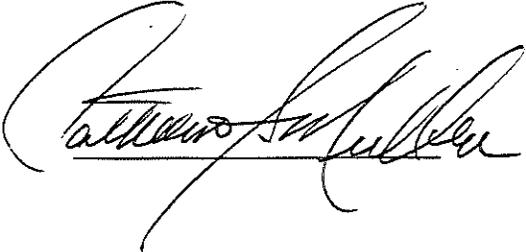
(iv) Any material, waste or substance which is (a) asbestos, (b) polychlorinated biphenyls, (c) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (d) explosives, or (e) radioactive materials.

(i) Landlord represents that to its actual knowledge there is no environmental contamination on the Leased Premises. Landlord agrees to indemnify and hold the County harmless for any environmental contamination found on the Leased Premises and for any liability or expense arising therefrom, except for any environmental contamination caused by the County, its employees, and/or agents.

40. LANDLORD EARLY TERMINATION RIGHT: Provided that the Landlord is not in Default of the Lease, Landlord, at its sole option, shall have the right to terminate the Lease effective at any time after the 15<sup>th</sup> Lease Year by providing the County with at least twenty-four (24) months prior written notice, it being understood that such notice may be sent any time prior to or after such 15<sup>th</sup> Lease Year. This option shall remain in effect with a sale of the Leased Premises and/or an assignment of the Lease by Landlord. If Landlord exercises the aforementioned termination right, then the Lease shall be deemed to expire on the date set forth in Landlord's notice as if such date were the expiration date of the Lease, and the Parties shall thereafter be relieved from all obligations that have not yet accrued as of such termination date, except those intended to survive the expiration or earlier termination of this Lease. The County hereby acknowledges and agrees that the County has no right to receive from Landlord and the Landlord Parties any sums or consideration whatsoever in compensation for damages or injuries that the County may suffer or incur by virtue of the termination of the Lease pursuant to this Section 40 of the Lease.

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

Witness/Attest:



Landlord: **MARINELLI ASSOCIATES, LLC**

By: **Nellis Corporation, its Manager**

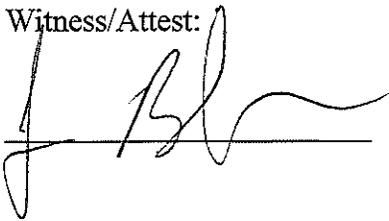
By: Mark Levitt

Name: Mark Levitt

Title: Vice President

Date: 8/19/13

Witness/Attest:



Tenant: **MONTGOMERY COUNTY, MARYLAND**

By: Ramona Bell-Pearson

Name: Ramona Bell-Pearson

Title: Assistant Chief Administrative Officer

Date: 8/20/13

APPROVED AS TO FORM AND LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Ad Pope

Date signed: 8/16/13

RECOMMENDED:

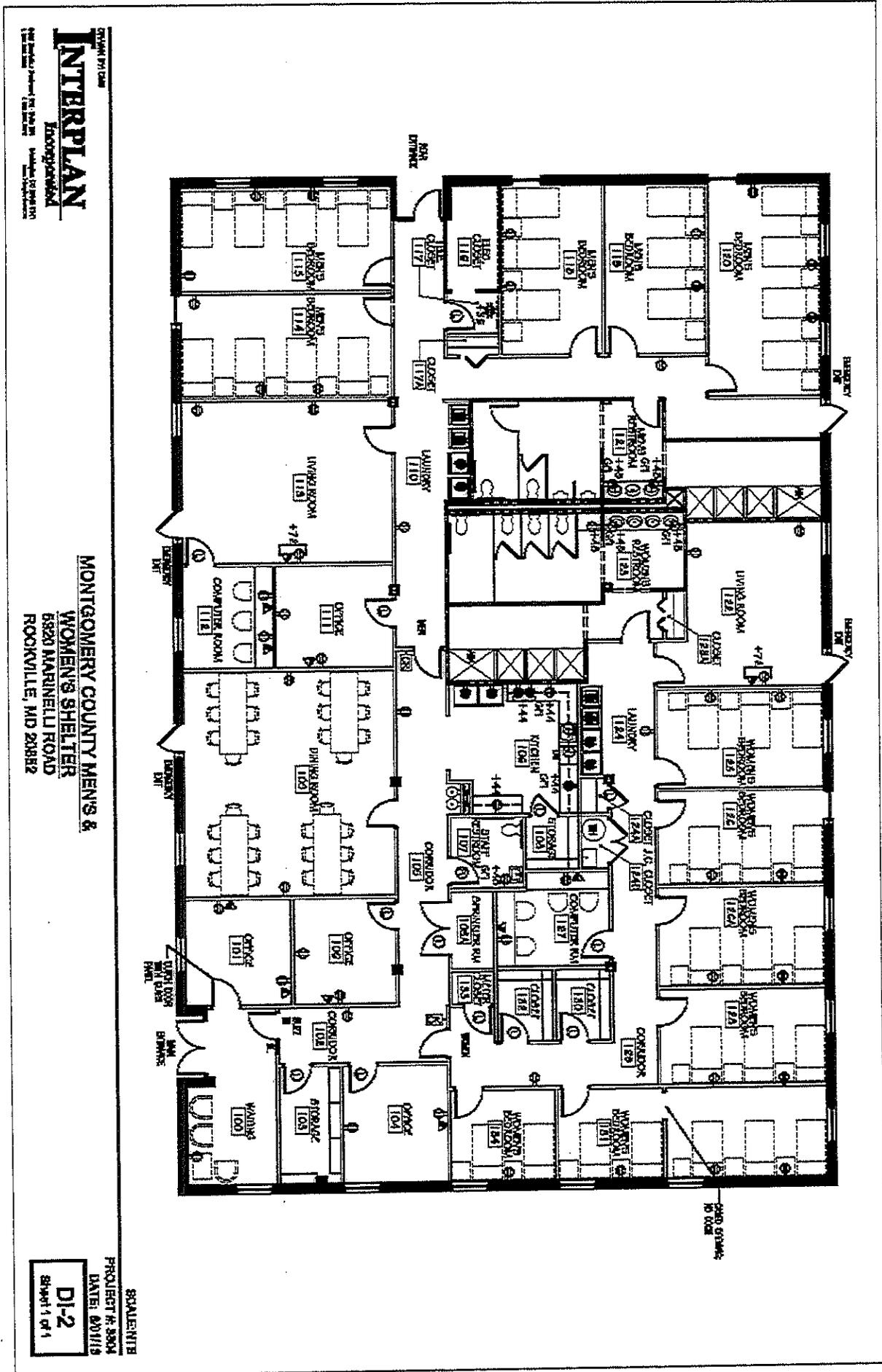
By: Cynthia L. Brenneman

Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 8/15/13



Exhibit B  
Space Plan



**INTERPLAN**  
INCORPORATED  
1000 Rockville Pike, Suite 200  
Rockville, MD 20852  
Phone: 301-761-1111  
Fax: 301-761-1112

**MONTGOMERY COUNTY MEN'S & WOMEN'S SHELTER**  
6820 MARINELLI ROAD  
ROCKVILLE, MD 20852

SCALE: 1/8" = 1'-0"  
PROJECT # 2804  
DATE: 09/13  
**D1-2**  
Sheet 1 of 1

By: Fariba Kassiri  
Name: Fariba Kassiri  
Title: Assistant Chief Administrative Officer  
Date: 8/20/13

**Exhibit C**  
**Rent Schedule**

<b>Lease Year</b>	<b>Base Annual Rent</b>	<b>Base Monthly Rent</b>	<b>Base Rental Rate</b>
1*	\$68,986.56	\$5,748.88	\$16.50
2	\$141,767.28	\$11,813.94	\$16.95
3	\$145,665.84	\$12,138.82	\$17.42
4	\$149,671.68	\$12,472.64	\$17.90
5	\$153,787.68	\$12,815.64	\$18.39
6	\$158,016.84	\$13,168.07	\$18.90
7	\$162,362.28	\$13,530.19	\$19.42
8	\$166,827.24	\$13,902.27	\$19.95
9	\$171,414.96	\$14,284.58	\$20.50
10	\$176,128.92	\$14,677.41	\$21.06
11**	\$90,486.24	\$15,081.04	\$21.64

\* = The County only pays half of the Base Monthly Rent for the first 12 months. In the event Tenant completes the Parking Lot Work within six (6) months after the Lease Commencement Date, time of the essence, Tenant shall be given a total credit of \$13,000.00 in the aggregate to be used towards payment of Base Monthly Rent due for the seventh, eighth and ninth full months after the Lease Commencement Date.

\*\* = The County only pays the full Base Monthly Rent for the first 6 months of the 11<sup>th</sup> Lease Year (then, if applicable, in accordance with Paragraph 2(b) of the Lease).

Exhibit D  
Scope of Work



**Montgomery County Men's & Women's Shelter**  
**"Design Intent Notes"**

5320 Marinelli Road  
Rockville, Maryland 20852

DI-2 Plan dated 8/1/13  
Project # 3804  
"Lease Attachment" 8/1/13

The following is a "Design Intent" scope of work outline for the DI2 plan dated 8/1/13 "Lease Attachment"

**C.S.I. Format**

- 01 - **General Conditions:** Expressed "line item" including proposed number of weeks (estimated at 12, per General Contractor) for a full time superintendent and a project manager at 25% or as required. Includes all associated costs, including but not limited to: project insurance and daily/weekly site protection.  
  
**Professional Services**— Including Architectural, Interiors, M/E/P, Structural (by Landlord) and civil design fees (as required for new water service) expenses. The Architect will provide submittal reviews, RFI responses, 12 construction site visits, plus punch list and final completion inspection.
- 02 - **Demolition & Site Work:** Includes full interior demolition with trash removal. Roof demolition and rooftop mechanical demolition by Landlord. Site work repairs at areas of disruption. Hazardous materials are excluded.
- 03 - **Concrete:** Exterior: sidewalk repairs as required; new 9'x18' dumpster pad, sized as required. Interior: trenching for new sanitary service & drains, including infill and repairs as required; normal slab preparation for new finishes, as required.
- 04 - **Masonry:** Not in Contract.
- 05 - **Metals:** Steel angle supports for rooftop units (by Landlord); steel angle supports for lavatory tops.
- 06 - **Millwork/Carpentry:**
  - A. Carpentry—Furnish & install metal or wood blocking for all wall mounted millwork and shelving as noted; furnish and install wood blocking at all door frames; furnish and install wood blocking at tenant provided TV locations in Rooms 113 and 122. Furnish & install 4'x6' FRP plywood panel in Room 117. Furnish and install blocking at all restroom accessory locations.

**Exhibit D**  
**Scope of Work**  
**(Continued)**

Montgomery County Men's & Women's Shelter  
August 1, 2013  
Page 2 of 2

B. Architectural Millwork-

1. Room #103 – 14" D x 1" white melamine shelves on KV 85/185 standards and brackets, 5 high.
2. Room #112 – 2'0" x 11'0" +/- plastic laminate counter with continuous aluminum wall angle and two plastic laminate support legs (3 Doug Mockett EDP grommets).
3. Room #117A – 1'6" D x 1" white melamine shelves on KV 85/185 standards and brackets, 5 high.
4. Room #123A – 1'6" x 1" white melamine shelves on KV 85/185 standards and brackets, 5 high.
5. Men's Room #121 – 6'6" +/- solid surfacing sink counter with cut outs for 3 stainless steel sinks.
6. Women's Room #123 – 9'0" +/- solid surfacing sink counter with cut outs for 4 stainless steel sinks; 2'6" +/- solid surfacing sink counter.
7. Room #106 Kitchen – 25'0" +/- plastic laminate countertop with back and side splashes, base cabinets and 30" H overhead cabinets (including ADA sink base with integral toe kick).
8. Room #108 Pantry Storage – 14" x 1" white melamine shelves on KV 85/185 standards and brackets– 5 high.
9. Room #127 – 17'0" +/- 2'0"D plastic laminate counter with continuous aluminum angle and 3 plastic laminate support legs (4 Doug Mockett EDPgrommets).
10. Room #124A – 3'6" x 1'6" D x 1" white melamine shelves on KV 85/185 standards and brackets– 5 high.
11. Room #130 – 10'0" +/- 14" x 1" white melamine shelves on KV 85/185 standards and brackets– 5 high.
12. Room #132 – 10'0" +/- 14" x 1" white melamine shelves on KV 85/185 standards and brackets– 5 high.

Notes: All support legs to have adjustable levelers; see Doug Mockett EDP grommets (#9); all materials shall take advantage of "post consumer/pre-consumer content," all plastic laminates shall be manufacturer standard, "no added urea-formaldehyde resin." Allow for all millwork door and drawer pulls to be 4" aluminum wire pulls.

- 07 - **Thermal/Moisture Protection:** Cut and patch for all roof penetrations; work to be coordinated with Landlord's roofing contractor. All roof work at Landlord cost.

**Exhibit D**  
**Scope of Work**  
**(Continued)**

Montgomery County Men's & Women's Shelter  
August 1, 2013  
Page 3 of 3

**08 - Doors/Frames/Hardware**

- A. All interior doors to be 3'0" x 6'8" x 1 3/4" solid core paint grade wood with 2" profile hollow metal knock down frames.
- B. All door hardware to be Schlage ND series, heavy duty ADA lever (Athens Style) hardware in 626 finish; matching lock sets on rooms #103, #104, #105A, #108, #111, #112, #116A, #117A, #124A, #127, #130, #132, #133 with privacy lock on #107.
- C. Allow electric strikes for card readers by tenant vendor for doors marked CR in corridor 105/110 and 102/129
- D. Allow for 3 hinge sets, 3 silencers, floor steps (1/2 moon style). Accessory hardware by McKinney and Ives, or equal.
- E. Main building entry doors at Room #100 and Corridor #110 (rear exit) and noted emergency exit doors at #109, #113, corridor #117 and #122 to be checked for proper operation and equipped with panic hardware. All security devices to be supplied and installed by tenant vendor; any replacement hardware related to security shall be supplied by tenant vendor. General Contractor to provide coordination only.

**Glazing:** 1 - 1'6" x 6'8" HM sidelight frame at Room #100 / Corridor #102 with 1/4" tempered glass panel.

**09 - Drywall and Acoustical Ceiling**

- A. Drywall - Provide slab to slab, sound insulated partitions at all new interior partitions unless otherwise noted. Partitions shall be 3 5/8" 25 gauge steel stud at 16 O.C. with 1/2" layer of drywall on each side. Caulk at deck and at all penetrations.
- B. Allow for water resistant drywall at wet location unless "other" materials are called out.
- C. Allow for minor point up of existing walls and skim or patch and repair at walls and base removed during demolition.
- D. All ceilings to be USG DX 15/16" 2'x4' grid with USG radar climaplus, high durability 2'x4'x 5/8" #2407 lay-in tile, or approved equal. Ceiling height to match perimeter drywall.

**Ceramic Tile:** Provide Dal-Tile or equal 12"x12" floor tile, wall base and wall tile at wet walls only, to 4'0" high in rooms #107, #121 and #123. Provide mosaic unglazed 4"x4"; assume two-color pattern.

**VCT & Base:** All rooms to receive Mannington Essentials 1/8 gauge or Armstrong Excelon 1/8 gauge 12"x12" vinyl composition tile throughout with Johnsonite 4" vinyl core base.

**Exhibit D**  
**Scope of Work**  
**(Continued)**

Montgomery County Men's & Women's Shelter  
August 1, 2013  
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**Paint/Wall Finishes:** All walls to receive Duron/Sherwin Williams or equal, non VOC paint throughout in eggshell finish except for Rooms #106, #107, #108, #121, #123 and #124B will receive latex semi-gloss. All doors to be latex semi-gloss and all door frames to receive DTM paint.

**Alternate Wall Assembly for Toilet Rooms:** In lieu of metal-stud & drywall, tile wall assemblies at toilet rooms provide the following alternate wall construction:

Provide glazed CMU walls at toilet and shower rooms. Walls shall be constructed using monolithic glazed CMU blocks, similar to "Astra-Glaze SW" as manufactured by TRENWYTH Industries. Walls are to be constructed full-height using the glazed block material. Lay units with full mortar coverage, as recommended by manufacturer. Provide bull nose corners at all outside corners. Assume 2-color pattern on all walls.

10 - **Specialties:**

- A. 2 GE Profile, or equal, white 25 CU refrigerators with automatic ice makers.
- B. 1 GE Profile, or equal, white dishwasher
- C. 1 GE Profile, or equal, white 1100 W microwave; 1 CADCO, OV-023P 1.75 cu.ft. capacity convection oven, or equal
- D. 4 GW Profile, or equal, top loading washing machines
- E. 4 GE Profile, or equal, electric dryers
- F. Springs, SWF, Manual solar shades with standard sheer weave 2500 1% open green guard window shades, or approved equal.
- G. Plastic laminate floor mounted toilet partitions, per plan.
- H. Plastic laminate urinal screen, per plan.
- I. Bobrick accessories, or equal, to include: double toilet tissue holders (7 each); paper towel dispensers (5 each); recessed soap dispensers (8 each); ADA grab bars, per plan, per code; sanitary napkin dispensers 1 each; seat cover dispensers 7 each; stainless steel framed mirrors (8 each); shower rods (8 each) with curtains (allow).

11 - **Equipment:** See division #10, per HBW budget/bid format.

12 - **Furnishings:** See division #10, per HBW budget/bid format.

13 - **Special Construction:** Not in Contract.

14 - **Conveying Systems:** Not in Contract.

**Exhibit D**  
**Scope of Work**  
**(Continued)**

Montgomery County Men's & Women's Shelter  
August 1, 2013  
Page 5 of 5

15 - **Mechanical/HVAC:**

- A. Coordinate with Landlord's contractor on new 25 ton and new 15 ton RTU's. Mechanical equipment and installation by Landlord.
- B. Provide all new ductwork, diffusers, grilles and certified air balance per M/E/P plans and specifications.
- C. Toilet exhausts, kitchen exhausts, dryer exhausts per plans per code (penetrations by Landlord).
- D. Thermostats and controls per plans, per code.

**Plumbing:**

- A. Cut and cap for demolition.
- B. Plumbing for pantry, including backflow preventer valves, per plans, per code.
- C. Toilet room plumbing fixtures per plans, per code.
- D. New 4" (estimated) water service split for new sprinkler system and upgraded water service, 1 1/2" meter, per plans, per codes, per WSSC.
- E. New backflow preventer for new sprinkler system.

**Fire Sprinkler System:** New fire sprinkler system to meet requirements for Type R use to include all components; with semi-recessed heads, per plans, per FPE design and specifications, per code(s).

16 - **Electrical:**

- A. "Make Safe" for demolition
- B. 2'x4' and 2'x2' direct/indirect general light fixtures to be: Cooper/Metalux, or approved equal.
  - 1.) 2'x2' = 2AC 217 UNVL8835 EB 81U
  - 2.) 2'x4' = 2AC 232 UNVL 8835 EB 81
- C. Miscellaneous accessory lighting – compact fluorescent down lights in restrooms, closet utility lights, per plans, per code.

Note: All lighting to meet the IECC 2012 Energy Standard for Type R use = 1.0 w/sf including all switching and occupancy sensors per plans, per code.
- D. \$7,500.00 allowance for adjustments to site lighting to meet code, per plans, per code.

**Exhibit D**  
**Scope of Work**  
**(Continued)**

Montgomery County Men's & Women's Shelter  
August 1, 2013  
Page 6 of 6

- E. Exit lighting, per plans, per code.
- F. Duplex and quadraplex receptacles, per plans
- G. Dedicated receptacles, per plans.
- H. Back ring and pull strings, per plans; all cabling and termination devices provided and installed by tenant vendor who shall secure necessary low voltage permits and coordinate with General Contractor.
- I. Fire alarm devices, per plans, per code.
- J. Fire alarm tie-in per plans, per code.
- K. Connect HVAC equipment, by Landlord-- allow.
- L. Connect kitchen equipment-- allow.
- M. Connect tenant provided AV equipment-- allow.

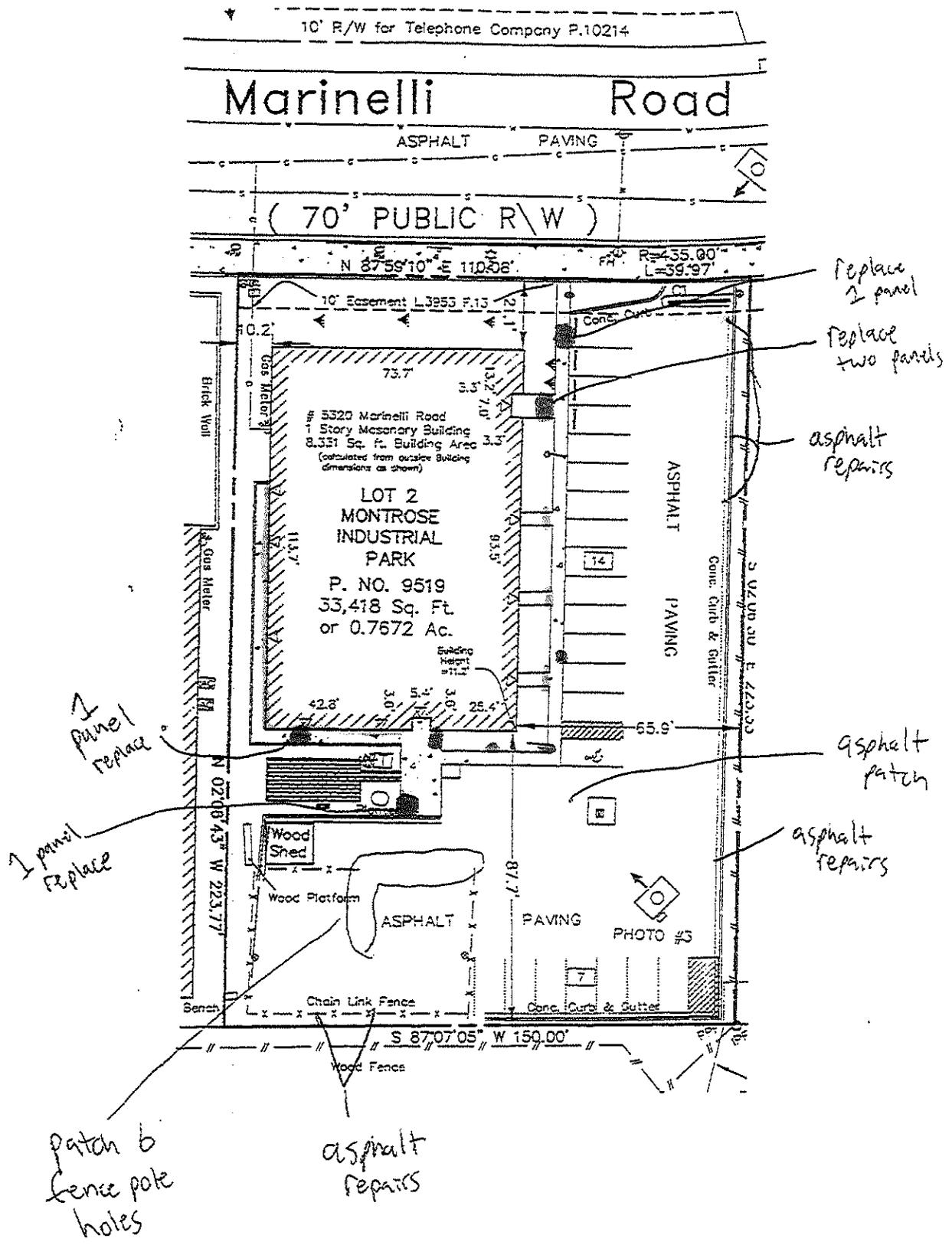
**The following items are included**

- 1. Building permit.
- 2. WSSC fees and permits (\$5,000.00 allowance for Civil Engineering included)
- 3. All required trade permits, provided by General Contractor's subcontractors

**The following items are excluded and by tenant or tenant vendor(s)**

- 1. Tele/data cabling and equipment
- 2. AV equipment
- 3. Office furniture and equipment
- 4. General furniture and equipment
- 5. Security system and devices -- coordination with tenant vendor(s) provided by General Contractor
- 6. Landscaping
- 7. Parking lot repairs or restriping
- 8. Street bonds

**Exhibit D-1**  
**Parking Lot Repairs**



 = side walk repairs  
 = caulk joint

**Exhibit E**  
**Estoppel Certificate (Form)**  
**TENANT ESTOPPEL CERTIFICATE**

Marinelli Associates, LLC  
c/o Nellis Corporation  
6001 Montrose Road, Suite 600  
Rockville, Maryland 20852  
Attention: Cathleen A. Mullen  
Title: General Counsel

**RE: Lease dated \_\_\_\_\_, 2013 (the "Lease") by and between Marinelli Associates, LLC ("Landlord") and Montgomery County, Maryland ("Tenant") for leasing a certain premises containing approximately 8,362 square feet ("Leased Premises") with an address at 5320 Marinelli Road, Rockville, Maryland (the "Property")**

Dear Ms. Mullen:

Re: Agreement of Lease dated \_\_\_\_\_ and as amended on \_\_\_\_\_ ("Lease"), executed by and between \_\_\_\_\_ ("Landlord"), and Montgomery County, Maryland ("Tenant")

Landlord has requested that the County provide Landlord with an Estoppel Certificate as permitted from time to time under the terms of the above-referenced Lease. The County hereby acknowledges the following:

- (1) 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 \_\_\_\_\_. The current term of the Lease will expire on \_\_\_\_\_, which is approximately ten (10) and six (6) months after the Lease Commencement Date (as defined in the Lease). The Lease provides for two (2) extensions of the Lease for a period of ten (10) years each.
- (3) The Rent Commencement Date was \_\_\_\_\_. The Base Monthly Rent due under the Lease is now \$\_\_\_\_\_ per month. The County pays the following monthly amounts in Improvement Additional Rent and NNN Charges:  
  
No Rent under the Lease has been or will be paid more than thirty (30) days in advance of its due date.
- (4) The County paid no security deposit under the terms of the Lease.
- (5) The Lease represents the entire agreement between the Tenant and the Landlord with respect to the leasing of the Leased Premises, including, but not limited to, all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord, and to the conditions precedent to the occupancy of the Leased Premises by the Tenant.
- (6) As of the date that this Certificate is issued by the County, the County 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 the County, the County has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (7) The County is not in default under the Lease.
- (8) The County 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.

(9) Any notices to be sent to the County should be sent in the form required in the Lease to:

Montgomery County, Maryland  
Office of Real Estate  
101 Monroe Street  
9th Floor  
Rockville, MD 20850

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

(10) The undersigned is duly authorized to execute this Certificate.

TENANT:  
MONTGOMERY COUNTY, MARYLAND, a  
body corporate and politic

By: \_\_\_\_\_  
Ramona Bell-Pearson, Assistant Chief  
Administrative Officer

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Cynthia Brenneman, Director  
Office of Real Estate

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for the State of Maryland, personally appeared \_\_\_\_\_, who acknowledged herself/himself to be the managing member/authorized person of \_\_\_\_\_, and that she/he, as managing member/authorized person, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as managing member/authorized person of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My Commission Expires On:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A TO ESTOPPEL CERTIFICATE

LEASE DOCUMENTS

## Exhibit F

### Subordination, Non-Disturbance, and Attornment Agreement

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 among \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Lender"), \_\_\_\_\_, a \_\_\_\_\_ corporation ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), (the Lender, the Landlord, and the Tenant together the "Parties").

#### RECITALS

A. Landlord and Tenant have entered into a certain lease agreement dated \_\_\_\_\_, 2013 (the "Lease") for the premises consisting of 8,362 square feet, more or less (the "Leased Premises"). The Leased Premises are part of the property located in Montgomery County, Maryland at 5320 Marinelli Road, Rockville, Maryland, and more particularly described on EXHIBIT A, attached and incorporated as if fully set forth (the "Property").

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

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, and provided Tenant is not in default under the Lease beyond any applicable notice and cure periods, Tenant is assured of continued occupancy of the Leased Premises under the terms of the Lease without hindrance by Landlord and/or anyone claiming by or through Landlord.

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

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

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

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

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

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

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

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

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

If to the Lender, to:

If to the Landlord, to:           MARINELLI ASSOCIATES, LLC  
                                          Attention: Mr. Mark Levitt  
                                          6001 Montrose Road, Suite 600  
                                          Rockville, Maryland 20852

with a copy that does

not constitute notice to:       MARINELLI ASSOCIATES, LLC  
                                          Attention: Cathleen A. Mullen  
                                          6001 Montrose Road, Suite 600  
                                          Rockville, Maryland 20852

If to the County, to:           Montgomery County Government  
                                          Department of General Services  
                                          101 Monroe Street, 9<sup>th</sup> Floor  
                                          Rockville, MD 20850  
                                          Attn: Director, Office of Real Estate

with a copy that does  
not constitute notice to:       Office of the County Attorney  
                                          101 Monroe Street, 3<sup>rd</sup> Floor  
                                          Rockville, MD 20850  
                                          Attn: County Attorney

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

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

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

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

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

LENDER

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Notary jurat for Lender

LANDLORD  
MARINELLI ASSOCIATES, LLC  
By: Nellis Corporation, its Manager

By: \_\_\_\_\_  
Mark A. Levitt, Vice President

Printed Name: Mark A. Levitt

Date: \_\_\_\_\_

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for the State of Maryland, personally appeared Mark A. Levitt, who acknowledged himself to be the Vice President of Nellis Corporation, the manager of Marinelli Associates, LLC, a Maryland limited liability company, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Vice President of Nellis Corporation, the manager thereof.

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

\_\_\_\_\_  
Notary Public

My Commission Expires On:  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant Chief Administrative Officer

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires On:  
\_\_\_\_\_

EXHIBIT G

**SAMPLE ONLY**

CERTIFICATE OF COMMENCEMENT

In accordance with the Lease dated July \_\_, 2013, (the "Lease"), between MARINELLI ASSOCIATES, LLC, a Maryland limited liability company ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("Tenant") Landlord delivers to Tenant this Certificate of Commencement (this "Certificate") dated this \_\_ day of \_\_\_\_\_, 2013.

**Delivery**

By signing below, in accordance with Section 2 of the Lease Tenant acknowledges receipt of keys and hereby accepts delivery of the Leased Premises located at 5320 Marinelli Road, Rockville, Maryland with all Tenant Improvements substantially complete, subject to completion of the punch-list of even date herewith.

**Acknowledgements**

The undersigned Tenant hereby certifies the following information to be true and correct:

1. The Commencement Date is \_\_\_\_\_, 2013.
2. The Rent Commencement Date is \_\_\_\_\_, 2014.
3. The Expiration Date is \_\_\_\_\_, 2024.
4. The Rentable Area of the Leased Premises is 8,362 rentable square feet.
5. Tenant's Proportionate Share of the Building is 100.00 percent (100%).
6. The Base Annual Rent is \$137,973.00, triple net.
7. The Base Monthly Rent is \$11,487.75, triple net.
8. Landlord shall provide abatement of half of the Base Monthly Rent for the first Lease Year.
9. The Amount of the Security Deposit is \$0.00.

LANDLORD:  
MARINELLI ASSOCIATES, LLC,  
a Maryland limited liability company,  
by Nellis Corporation, its Manager

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

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_