

LEASE

THIS LEASE ("Lease") is made and entered into this 12th day of April 2018, by and between **369 LLC**, a Maryland limited liability company (the "Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (the "County" or "Tenant").

WITNESSETH:

WHEREAS, Tenant entered into a lease dated March 20, 2012 (the "2012 Lease") with Landlord's predecessor, Exchange Joint Venture, for premises located 451 Hungerford Drive, Suite 700, Rockville, Maryland 20850;

WHEREAS, on or about May 8, 2017, Landlord purchased 451 Hungerford Drive, Rockville, Maryland, 20850 ("the Building"), in which the premises is located and assumed the 2012 Lease;

WHEREAS, the 2012 Lease was terminated on June 30, 2017;

WHEREAS, Landlord and Tenant desire to enter into a new lease that incorporates, except as otherwise revised by this Lease, the provisions of the 2012 Lease and creates a new Term;

WHEREAS, the 2012 Lease is attached hereto as Exhibit G and incorporated herein, except as modified by the terms of this Lease;

WHEREAS, this Lease supersedes any provisions of the 2012 Lease that conflict with the provisions of this Lease as set forth below; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree to incorporate the provisions of the 2012 Lease into this Lease except to the extent that the 2012 Lease is revised as follows:

Exhibits: The exhibits listed in the Table of Contents (page 1) are amended or replaced as follows:

Exhibit A	Leased Premises
Exhibit B	Tenant's Space Plan
Exhibit B1	Landlord's Work Letter
Exhibit B2	Budget for Tenant Improvement Costs
Exhibit C	Lease Subordination, Non-Disturbance and Attornment Agreement
Exhibit D	Tenant Estoppel Certificate (mistakenly marked "E" in attachment)
Exhibit E	Promissory Note and Unamortized Costs of 2012 Lease
Exhibit F	Rules and Regulations
Exhibit G	2012 Lease

All other exhibits are deleted and void.

1. **Leased Premises.** In Section 1 of the 2012 Lease, the reference to “4,172 rentable square feet” shall be deleted and replaced with the following: a space deemed to be 4,241 square feet of rentable area. Landlord reserves the right to remeasure the space upon completion of Tenant improvements.” Additionally, at the end of Section 1 of the 2012 Lease, the following sentence shall be inserted: “Hereinafter, for all purposes related to suite identification, the Leased Premises shall be identified as “Suite 701”, and Tenant shall no longer identify the Leased Premises as “Suite 700” for any purpose”.

2. **Term:** Section 2 of the 2012 Lease, including 2.A and 2.B, is deleted entirely and replaced with the following: “The new Term of the Lease shall be ten (10) years from the Lease Commencement Date. The Lease Commencement Date shall be the earlier of: (1) the date the Landlord delivers the improved Leased Premises to Tenant in substantially complete condition, meaning Tenant can occupy for its intended use and with an approved use and occupancy permit or (2) July 1, 2018. The Landlord and Tenant hereby acknowledge that the Tenant improvements may not be substantially completed by July 1, 2018.

3. **Rent:** In Section 3 of the 2012 Lease, subsections 3.A and 3.C are deleted and replaced with the following:

3.A. The Rent Commencement Date shall be the Lease Commencement Date.

3.C. Upon the Rent Commencement Date, the Tenant shall pay an Annual Base Rental of \$27.49 per rentable square foot, for a yearly rate of \$116,585.04 (per the revised square footage) and monthly rate of \$9,715.42, pro-rated for any partial month. Starting with the first (1st) anniversary of the Lease Commencement Date and on each anniversary thereafter, the Annual Base Rental shall escalate by three percent (3%) over the previous year’s Annual Base Rental, subject to the appropriations provisions of paragraph 32 of the 2012 Lease.

In subsection 3.B., the last sentence is deleted and replaced with: “All rent shall be paid to 369 LLC c/o Promark Partners, 1390 Piccard Drive, Suite 120, Rockville, MD 20850, or any other address or party as Landlord may direct in writing.”

4. **Services:** Section 4.A of the 2012 Lease, is deleted and replaced with the following:

4.A.1 Except as provided herein, Landlord, at Tenant’s sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Leased Premises that are necessary or desirable to keep the Leased Premises in a clean, safe and tenantable condition, and otherwise in accordance with all Laws and the requirements of this Lease. Tenant shall maintain all fixtures, furnishings and equipment located in, or exclusively serving, the Leased Premises in clean, safe and sanitary condition. Tenant shall give Landlord prompt written notice of any defects or damage to the structure of, or equipment or fixtures in, the Building or any part thereof. Tenant shall allow no waste or injury to any part of the Leased Premises, and shall, at the expiration or earlier termination of the Lease Term, surrender the Leased Premises in an order and condition equal to or better than their order and condition on the Lease Commencement Date, except for ordinary wear and tear. All injury, breakage and damage to the Leased

Premises and to any other part of the Building or the Land caused by any act or omission of any invitee, agent, employee, subtenant, assignee, contractor, client, licensee, customer or guest of Tenant (collectively, "**Invitees**") or Tenant, shall be repaired by Landlord at Tenant's expense, as long as adequate written notice is provided to Tenant as to the status of repairs and estimate of costs. Landlord shall provide and maintain Building standard light fixtures (subject to reimbursement pursuant to Section 5.B); all other fixtures, ballasts, and bulbs for the Leased Premises shall be provided and installed at Tenant's expense.

4.A.2. Except as otherwise provided in this Lease, Landlord shall keep the exterior and demising walls, load bearing elements, foundations, roof and common areas that form a part of the Building, and the building standard mechanical, electrical, HVAC and plumbing systems, pipes and conduits that are provided by Landlord in the operation of the Building (collectively, the "**Building Structure and Systems**"), clean and in good operating condition and, promptly after becoming aware of any item needing repair, will make repairs thereto. Notwithstanding any of the foregoing to the contrary: (a) maintenance and repair of special tenant areas, facilities, finishes and equipment (including, but not limited to, any special fire protection equipment, telecommunications and computer equipment, kitchen/galley equipment, air-conditioning equipment serving the Leased Premises only and all other furniture, furnishings and equipment of Tenant and all Alterations) shall be the sole responsibility of Tenant and shall be deemed not to be a part of the Building Structure and Systems; and (b) Landlord shall have no obligation to make any repairs brought about by any act or neglect of Tenant or any Invitee.

In Section 4.C of the 2012 Lease, the Landlord's time for maintenance and repairs is amended from ten (10) days to thirty (30) days. In Section 4.D, the second and third sentences concerning temperatures are deleted, the last 8 words of the final sentence ("exclusive of legal County, State or Federal holidays") are deleted, and the HVAC hours are amended to 8:00 am until 6:00 pm, Monday through Friday, and from 9:00 am until 1:00 pm on Saturdays. At the end of Section 4, add the following new section:

4.F. Subject to Tenant's obligations specified in this Lease, Landlord will furnish: (a) air-conditioning and heating to the Leased Premises at commercially reasonable temperatures and consistent with similar large office buildings in Montgomery County, Maryland (i.e., between 72-78 degrees for periods requiring air conditioning; and between 68-75 degrees for periods requiring heat; with exceptions for emergency situations) during the seasons they are required in Landlord's reasonable judgment, excluding County and Federal holidays unless County does not recognize Federal holiday; (b) janitorial service on Monday through Friday only, excluding Federal holidays; (c) electricity sufficient for lighting purposes and normal office use only; (d) lamping all building standard ceiling lighting fixtures in the Leased Premises; (e) water for lavatory and drinking purposes; (f) elevator service (with at least one (1) elevator in operation at all times, except in the event of an emergency); and (g) exterior window-cleaning service on a schedule determined by Landlord.

5. **Real Estate Taxes and Operating Expenses:** In Section 5.A of the 2012 Lease, the base year for determining Tenant's obligation to pay Real Estate Taxes and Operating

Expenses is amended from 2012 to 2018. Starting on the first (1st) anniversary of the Lease Commencement Date, Tenant shall be responsible for its pro-rata share of any increases in Real Estate Taxes and Operating Expenses in excess of those paid and/or attributable to the Building during calendar year 2018 ("Base Year").

Section 5.B.(iii) of the 2012 Lease is deleted and replaced with the following: Operating expenses for each calendar year shall be those actually incurred. In the event that on average less than ninety-five percent (95%) of the rentable area of the Building is leased during any calendar year during the Term (including, without limitation, calendar year 2018 for purposes of calculating the "Base Year" Operating Expenses), the Operating Expenses for such calendar year shall be determined by Landlord to be an amount equal to the expenses which would normally be expected to have been charged had ninety-five percent (95%) of the rentable area of the Building been leased during such calendar year.

6. **Use:** In Section 6.A. of the 2012 Lease, the first sentence is deleted and replaced with: "The use of the Leased Premises will be restricted to a conventional business office, used and occupied by Montgomery County employees of the Risk Management Division or similar administrative agency. Such use does not allow for County residents or customers to enter the Building in high volume for in-person services, excluding clients of Risk Management program and any monthly meetings."

7. **Tenant Improvements:** In Section 7 of the 2012 Lease, the existing text is deleted and replaced with: "Tenant will accept the Leased Premises in "as is" condition, Landlord shall perform certain improvements at Tenant's sole cost and expense in accordance with Exhibits B, B1 and B-2. The County will pay to the Landlord, as Additional Rent, the actual cost of the improvements, not to exceed Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) under any circumstances, unless Tenant requests changes or additions to the approved Tenant Plans.

8. **Alterations:** Section 9 of the 2012 Lease is deleted and replaced with the following:

9.A. The County will not make any alterations, installations, changes, replacements, additions or improvements ("Improvements"), structural or otherwise, in or to the Leased Premises or any part thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The County will make such changes at the County's sole expense.

9.B. Landlord reserves the right, in its' sole discretion, to carry out any Improvements, structural or otherwise, in or to the Leased Premises, which are required by the County, at the County's sole expense. The County will submit to Landlord, in writing, a project scope, conceptual sketch and specifications of any required Improvements and Landlord, based on the scope and complexity of the desired Improvements, will decide if such Improvements will be carried out by Landlord, using Landlord's resources or by the County, using County's resources.

9.C. All Improvements upon the Leased Premises, whether performed by Landlord or County, shall, at the election of Landlord, remain upon the Leased Premises and be surrendered with the Leased Premises at the expiration of this Lease without disturbance, molestation or injury. Should Landlord elect that non-standard (not supporting normal office use) Improvements upon the Leased Premises be removed upon termination of this Lease or upon termination of any renewal period hereof, Landlord must notify County in writing at the time such Improvements are approved by Landlord and County hereby agrees to reimburse Landlord for the cost of such removal.

9. **Insurance:** Section 11 of the 2012 Lease is amended as follows:

11.A. This section is deleted and replaced with: "The County shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of commercial general liability insurance with bodily injury limits of \$400,000 (Four Hundred Thousand Dollars) for injury (or death) to one person, \$800,000 (Eight Hundred Thousand Dollars) per occurrence, and property damage insurance with a limit of \$400,000 (Four Hundred Thousand Dollars), or such other amounts as may be prescribed, from time to time, as the maximum coverage limits pursuant to the Montgomery County Self-Insurance Program. 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, under the Local Government Tort Claims Act, Ann. Code, MD Cts. & Jud. Proc. Sect. 5-303 (2016) et seq. as amended."

11.B. At the end of this section, add: "County will only pay additional premiums due to increases in Landlord's insurance premiums for the Leased Premises upon advance written notice of the type of occupancy that is causing the increase."

11.C. Delete "defend" from the first sentence and insert "indemnify" in its place.

10. **Landlord's Property Damage and Liability Insurance:** The following provisions are added to Section 12 of the 2012 Lease:

12.G. No landlord hereunder shall be liable for any obligation or liability based on or arising out of any event or condition occurring during the period that such landlord was not the owner of the Building or a landlord's interest therein. Within five (5) days after request, Tenant shall attorn to such transferee and execute, acknowledge and deliver any document submitted to Tenant confirming such attornment.

12.H. Tenant shall not have the right to set off or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord, which action shall not be consolidated with any action of Landlord.

12.I. Any obligation or liability of Tenant arising in any way from the Lease is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in state law, including the

Local Government Tort Claims Act. This Lease is not intended to create any rights or causes of action in any third-parties or to increase the Tenant's liability above the caps established by law.

11. **Assignment and Subletting:** Section 18 of the 2012 Lease is deleted.

12. **Damage to Leased Premises:** Section 21 of the 2012 Lease is deleted and replaced with the following:

21.1 If the Leased Premises or the Building are totally or partially damaged or destroyed thereby rendering the Leased Premises totally or partially inaccessible or unusable, then Landlord shall diligently repair and restore the Leased Premises and the Building to substantially the same condition they were in prior to such damage or destruction; provided, however, that if in Landlord's judgment such repair and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord shall have the right to terminate this Lease by giving written notice of termination within sixty (60) days after the occurrence of such damage or destruction. If the Leased Premises are rendered wholly untenable, the Annual Base Rent and Additional Rent shall be abated in whole.

21.2 If this Lease is terminated pursuant to this section, then rent shall be apportioned (based on the portion of the Leased Premises which is usable after such damage or destruction) and paid to the date of termination and the Promissory Note (Exhibit E) shall be marked "Paid and Canceled" by the Landlord and returned to the Tenant. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Leased Premises are substantially complete, Tenant shall be required to pay rent only for the portion of the Leased Premises that is usable while such repair and restoration are being made; provided, however, that if such damage or destruction was caused by the act or omission of Tenant or any County employee, then Tenant shall not be entitled to any such rent reduction. After receipt of all insurance proceeds (including proceeds of insurance maintained by Tenant, if applicable), Landlord shall proceed with and bear the expenses of such repair and restoration of the Leased Premises and the Building; provided, however, that upon advanced written notification of the following circumstances to Tenant: (a) if such damage or destruction in the Leased Premises was caused by the act or omission of Tenant or any County employee, then Tenant shall pay Landlord's deductible and the amount by which such expenses of restoration of the Leased Premises exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction (including insurance proceeds received by insurance maintained by the Tenant) and (b) Landlord shall not be required to repair or restore any of the original tenant improvements installed pursuant to Exhibits B or B1, any Alterations or any other contents of the Leased Premises (including, without limitation, Tenant's trade fixtures, decorations, furnishings, equipment or personal property) to the extent that all insurance proceeds, including those received by insurance maintained by the Tenant, are insufficient. Notwithstanding anything herein to the contrary, Landlord shall have the

right to terminate this Lease if (1) insurance proceeds are insufficient to pay the full cost of such repair and restoration and Tenant does not fully restore, (2) the holder of any Mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, (3) zoning or other applicable Laws or regulations do not permit such repair and restoration, or (4) the Building is damaged by fire or casualty (whether or not the Leased Premises has been damaged) to such an extent that Landlord decides, in its sole and absolute discretion, not to rebuild or reconstruct the Building.

Any termination of the Lease by the Landlord under this Section 21 shall require the Landlord to mark the Promissory Note (Exhibit E) "Paid and Canceled" and return it to the Tenant. Landlord acknowledges and agrees that, if the Landlord terminates the Lease under this Section 21, the County's obligations under the Promissory Note are fulfilled and no further funds or actions shall be required of the County irrespective of whether Landlord marks the Promissory Note "Paid and Canceled" and returns it to the County."

13. **Landlord's Liability:** In Section 27 of the 2012 Lease, the term "owner" is replaced with "Landlord."

14. **Broker's Commission:** In Section 29 of the 2012 Lease, subsection 29.H is amended to delete Jones Lang LaSalle Brokerage, Inc. and insert Promark Partners as the sole broker.

15. **Non-Appropriation:** Section 32 of the 2012 Lease is amended as follows:

Section 32.B is deleted and replaced with the following: "32.B. Effect of Failure to appropriate: If funds sufficient for the County to perform under this Lease are not appropriated, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated."

In Section 32.C the old Exhibit E," Unamortized Costs of 2012 Lease Schedule," is replaced with a new Exhibit E, "Promissory Note and Unamortized Costs of 2012 Lease". The third and fourth sentences of the section are amended to read " "To protect the Landlord's investments in the Tenant Improvements performed under the 2012 Lease, if this Lease is terminated under this section due to non-appropriation, the County agrees to pay Landlord a termination fee in accordance with the schedule contained in Exhibit E. Landlord acknowledges and agrees that, at the end of the Term, the County's obligations under the Promissory Note (Exhibit E) are fulfilled and the Landlord shall mark the Promissory Note "Paid and Canceled" and return it to the Tenant. The Landlord further acknowledges and agrees that, (i) at the end of the Term, or (ii) if this Lease is terminated by the Landlord under Section 21, no further funds or actions shall be required of the County under the Promissory Note, irrespective of whether Landlord marks the Promissory Note "paid and canceled" and returns it to the County."

A new subsection is added at the end: "32.D. Stipulated Sum from 2017 Termination: Landlord waives its claim for the stipulated sum (unamortized costs) triggered by Tenant's early termination of the 2012 Lease in 2017."

16. **Mailing Notices:** Section 34 of the 2012 Lease is amended as follows:

Landlord notice address is changed to:

369 LLC
c/o Promark Partners
1390 Piccard Drive, Suite 120
Rockville, MD 20850

17. **Parking:** In Section 36 of the 2012 Lease, subsection 36.A is amended to add the following: "Tenant shall have the right, on a non-exclusive, non-reserved basis, to use the parking facilities associated with the building for its employees and visitors at no additional cost, in common with other tenants of the building. The parking facilities and rules and regulations governing the parking facilities shall be established by Landlord and modified from time to time as Landlord deems appropriate." Subsection 36.B is deleted entirely, including the exhibit referenced therein.

18. **Outside Area/Playground Area:** Section 37 of the 2012 Lease is deleted entirely.

19. A new Section 39 is inserted at the end of the 2012 Lease after Section 38 as follows:

39. **Rules:** Tenant and Invitees shall at all times abide by and observe the rules specified in Exhibit F. Tenant and Invitees shall also abide by and observe any other rule that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given and such rule is not inconsistent with the provisions of this Lease. All rules shall be binding upon Tenant and enforceable by Landlord as if they were contained herein. Nothing contained in this Lease shall be construed as imposing upon Landlord any duty or obligation to enforce such rules, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for the violation of such rules by any other tenant or its employees, agents, assignees, subtenants, invitees or licensees. Landlord shall use reasonable efforts not to enforce any rule or regulation in a manner which unreasonably discriminates among similarly situated tenants.

20. A new Section 40 is inserted at the end of the 2012 Lease and prior to the signature page as follows:

40. Covenants of Landlord:

40.A. Landlord covenants that it has the right to enter into this Lease, and that if Tenant shall perform timely all of its obligations hereunder, then, subject to the provisions of this Lease, Tenant shall during the Lease Term peaceably and quietly occupy and enjoy the full possession of the Leased Premises without hindrance by Landlord or any party claiming through or under Landlord.

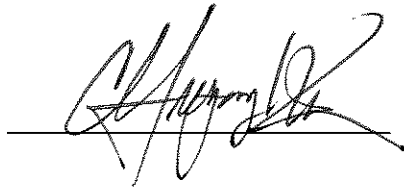
40.B. Landlord reserves the following rights: (a) to change the street address and name of the Building; (b) to change the arrangement and location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building; (c) to erect, use and maintain pipes, wires, structural supports, ducts and conduits in and through the Leased Premises; (d) to grant to anyone the exclusive right to conduct any particular business in the Building not inconsistent with Tenant's permitted use of the Leased Premises; (e) to exclusively use and/or lease the roof areas, the sidewalks and other exterior areas; (f) to resubdivide the Land or to combine the Land with other lands; (g) to relocate any parking areas designated for Tenant's use; (h) if Tenant vacates the Leased Premises prior to the expiration of the Lease Term, to make Alterations to or otherwise prepare the Leased Premises for reoccupancy without relieving Tenant of its obligation to pay all Base Rent, additional rent and other sums due under this Lease through such expiration; (i) to construct improvements on the Land and in the public and common areas of the Building, including a parking garage or kiosk; (j) to prohibit smoking in the entire Building or portions thereof (including the Leased Premises) and on the Land, so long as such prohibitions are in accordance with applicable law; (k) to improve, upgrade and/or replace the exterior walls, exterior façade or windows and (l) if any excavation or other substructure work shall be made or authorized to be made upon land adjacent to the Building or the Land, to enter the Leased Premises for the purpose of doing such work as is required to preserve the walls of the Building and to preserve the land from injury or damage and to support such walls and land by proper foundations. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance of Tenant's business or use or occupancy of the Leased Premises.

40.C. Landlord hereby covenants with the Tenant and warrants and represents to Tenant as follows: a) That the Landlord is the record owner in fee simple absolute of the Leased Premises and warrants and agrees to defend the title thereto; b) That, to the best of its knowledge, there is no legal restriction current at time of Lease execution (whether arising out of any building, zoning, fire, health, safety, or environmental protection law, or otherwise) to the use of the Leased Premises or their intended purposes in accordance with the provisions of this Lease; and c) That, to the best of its knowledge, the Landlord has good right to lease the Leased Premises to Tenant and that there are no liens, judgments, covenants or restrictions which would prevent Tenant's use of the same.

EXCEPT AS HEREIN AMENDED, all other terms and provisions of the 2012 Lease are and remain unchanged and in full force and effect between the parties hereto.

[Signature page follows]

WITNESS/ATTEST:



LANDLORD:

369 LLC, a Maryland limited liability company

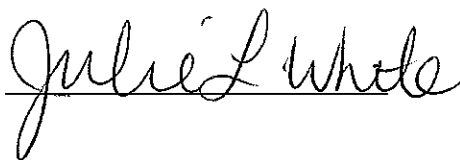
By: 

Name: Robert L. Essinger

Title: Manager

Date Executed: 4/12/18

WITNESS/ATTEST:



TENANT:

MONTGOMERY COUNTY, MARYLAND

By: 

Ramona Bell-Pearson

Assistant Chief Administrative Officer

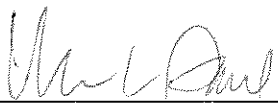
Date Executed: 4/11/18

APPROVED AS TO FORM AND

LEGALITY

OFFICE OF THE COUNTY

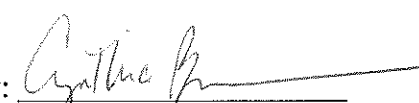
ATTORNEY

By: 

Assistant County Attorney

Date Executed: 4-18-18

RECOMMENDED

By: 

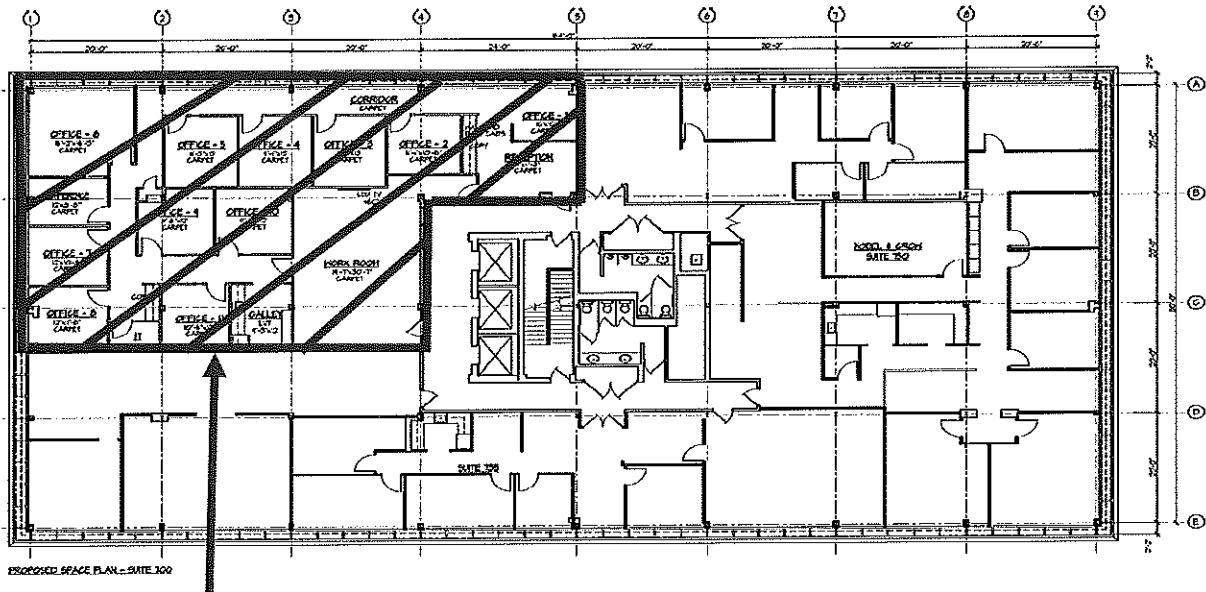
Cynthia Brenneman, Director of
Real Estate

Date Executed: 4/16/18

EXHIBIT A

PREMISES

451 Hungerford Drive
Rockville, Maryland 20850
7th floor

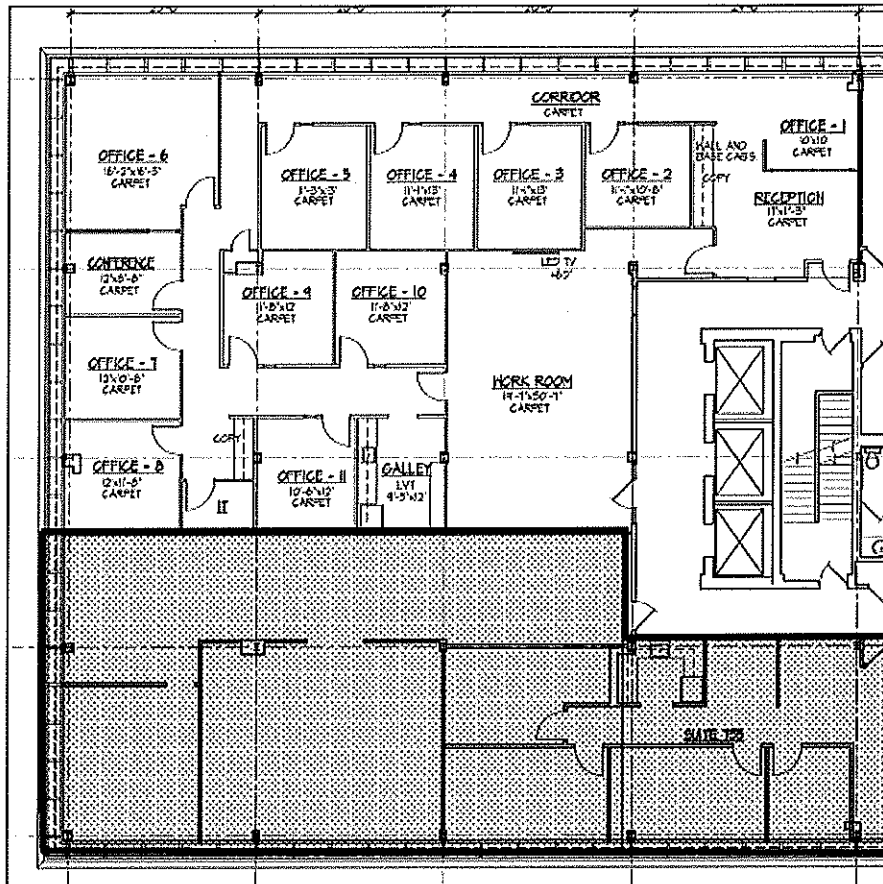


“Premises”

EXHIBIT B

TENANT'S SPACE PLAN

451 Hungerford Drive
Rockville, Maryland 20850
7th Floor



PROPOSED SPACE PLAN - SUITE 700

MONTGOMERY COUNTY OFFICE OF RISK MANAGEMENT
451 HUNGERFORD DRIVE ROCKVILLE, MD
SCHEMATIC 11/28/17

NEW WALLS SHALL BE 1/2" GYPSUM WALLBOARD ON EACH SIDE OF 2"x2" METAL STUDS @ 16" o.c. FROM THE FINISH FLOOR TO THE UNDERSIDE OF THE EXISTING SUSPENDED CEILING.

ALL WALLS SHALL BE PAINTED. NEW WALLS TO RECEIVE A PRIME AND A FINISH COAT. EXISTING WALLS A FINISH COAT.

DOORS SHALL BE 3'-0"x6'-8" SOLID CORE WOOD DOORS IN A HOLLOW METAL FRAME. COMPLETE WITH LOCKSET, 1-1/2" PAIR OF HINGES AND SILENCERS. REUSE EXISTING DOORS, FRAMES AND HARDWARE WHERE POSSIBLE.

EXISTING CEILING GRID AND TILE TO REMAIN PATCH AS REQUIRED.

REMOVE ALL EXISTING FLOORING THROUGHOUT.

not a part
of Premises

EXHIBIT B-1
LANDLORD'S WORK LETTER

1. General

1.1 Purpose. This Work Agreement sets forth the terms and conditions governing the design, permitting and construction of the Improvements (defined below) to be installed in the Leased Premises.

1.2 Tenant's Representative. Tenant acknowledges that Tenant has appointed Cynthia Brennenman as its authorized representative ("Tenant's Representative") with full power and authority to bind Tenant for all actions taken with regard to the Improvements. Tenant ratifies all actions and decisions with regard to the Improvements that the Tenant's Representative may have taken prior to the execution of the Lease. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order, approval request, or other matter relating to the Improvements until it has been executed by Tenant's Representative. Tenant's Representative shall not be authorized to direct any of Landlord's vendors or contractors with respect to the Improvements. In the event that any of Landlord's vendors or contractors performs any such work under the direction of Tenant's Representative, then Landlord shall have no liability for the cost of such work, any delay that may result from such work, or any other problem in connection with such work.

Improvements. Landlord shall construct and install, at Tenant's sole expense, all improvements, materials, finishes, equipment and other installations in the Leased Premises as are mutually agreed upon by Landlord and Tenant and shown in the "Tenant Plans" described in Section 2.1 below (the "Improvements") using Building standard materials, except as otherwise specified on the Construction Drawings (defined below). Subject to any contrary provisions in the Lease or this Work Agreement, the Improvements shall constitute long term improvements to the Leased Premises which shall not be removed by Tenant. Other than the Improvements shown on the Tenant Plans and the Landlord's Work (hereinafter defined), Tenant agrees to accept the Leased Premises in "AS-IS" condition.

2. Design of Improvements

2.1 Tenant Plans. Landlord shall prepare, at Tenant's sole expense paid as Additional Rent the Tenant Plans (hereinafter defined) for the Improvements. The Tenant Plans shall consist of the following:

(a) Space Plan: A plan for the Leased Premises showing, among other things, the partition layout, door locations, and other general details of the Improvements (the "Space Plan"). The mutually agreed upon Space Plan is attached hereto as Exhibit "B."

(b) Construction Drawings and Specifications: All construction working drawings, mechanical, electrical and other technical specifications, finishing details (including wall finishes and colors), details for the installation of technical and mechanical equipment, and other plans and information showing or specifying the Improvements ("Construction Drawings")

2.2 Approvals by Tenant.

(a) Promptly after preparation by the architect, Landlord shall submit the Construction Drawings to Tenant. All Construction Drawings shall be subject to Tenant's prior written approval. Such approval shall not be unreasonably withheld or delayed.

(b) Tenant shall approve or disapprove the Construction Drawings, or any modifications of these materials, within five (5) business days following Tenant's receipt of the materials in question. If Tenant fails to approve or disapprove the Construction Drawings, or any modifications of these materials, within five (5) business days after receipt of the same, Tenant shall be deemed to have approved such materials. If Tenant disapproves the Construction Drawings, or any modifications, within five (5) business days after receipt, Landlord shall modify the disapproved Construction Drawings to satisfy Tenant's reasonable objections and shall resubmit such Construction Drawings to Tenant within five (5) business days after receipt of Tenant's objections.

(c) Any changes, additions, or deletions that Tenant desires to make to the Construction Drawings or Improvements after approval of the Construction Drawings by Tenant shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. Such approval shall be governed by the same standards as are applicable to Tenant's approval of the original Construction Drawings.

3. Construction of Improvements

3.1 Contractors. Landlord will provide a construction manager for the supervision and management of the Improvements ("Landlord's Representative").

3.2 Performance of Work. After Tenant's approval of the Construction Drawings, Landlord shall promptly select the contractors and/or subcontractors, obtain the building permit, and thereafter promptly commence the Improvements and diligently pursue the same to Substantial Completion (hereinafter defined). Landlord shall cause the Improvements to be constructed and installed (a) in substantial accordance with the approved Construction Drawings, (b) in a good and workmanlike manner, and (c) in substantial accordance with all applicable legal requirements and (d) pursuant to the Budget for Tenant Improvement Costs attached hereto as Exhibit B-2. Tenant and Tenant's Representative shall have the right from time to time to inspect the Improvements as it progresses and shall advise Landlord of any variances noted from the requirements of the Lease, this Work Agreement or the Tenant Plans, but no such inspection shall interfere with the progress of the Improvements. Tenant and Tenant's Representative shall cooperate with Landlord and Landlord's Representative to facilitate the orderly construction of the Improvements, without delay resulting from any act or failure to act of Tenant or Tenant's Representative.

4. **Change Orders.** If Tenant requests any change or addition to the Improvements after Landlord's approval of the Construction Drawings, Landlord shall respond to Tenant's request within five (5) business days after it has been received. If Landlord approves such request, Landlord shall, as soon as practicable after such approval, submit a written change order to Tenant with the cost of such change and the delay in Substantial Completion of the Leased Premises, if any, due to the change. All delay and cost, including the rent for unoccupied space, due to the

change order shall be Tenant's sole responsibility and shall be paid to Landlord as Additional Rent under this Lease. Tenant must sign the change order before the work is performed and pay the cost of the change order to Landlord within thirty (30) days following receipt of Landlord's request therefore.

5. Substantial Completion. "Substantial Completion" of the Leased Premises shall be conclusively deemed to have occurred when all Improvements in the Premises have been completed subject to completion of punch list items, and the Leased Premises has passed all final inspections by the governing jurisdiction and permission to occupy (whether temporary or otherwise) has been granted. Notwithstanding the above, Substantial Completion shall be deemed to have occurred even though (a) there remain to be completed in the Leased Premises punch list items, the lack of completion of which will not materially interfere with Tenant's permitted use of the Leased Premises, and/or (b) there is a delay in the Substantial Completion of the Leased Premises due to a "Tenant Delay" as defined below. Landlord will provide scheduling updates from time to time during the construction process.

5.1 Tenant Delays. Each of the following items is referred to individually or collectively as a "Tenant Delay":

(a) Tenant's failure to comply with any of the deadlines specified in this Work Agreement; or

(b) Tenant's request for changes or additions to the Improvements subsequent to the date of Tenant's approval of the Construction Drawings, to the extent the same actually delays the construction of the Improvements; or

(c) The performance of any work or other activity in the Leased Premises by any person or firm employed or retained by Tenant which hinders Landlord's performance hereunder (including the use of the general contractor to perform Tenant's Work as set forth in Section 9 hereof); or

(d) Tenant's request for long lead items, i.e., materials, finishes or installations which are not immediately available as needed to meet the general contractor's schedule for Substantial Completion; or

(e) Interference with the performance of the Improvements by Tenant or Tenant's agent(s), including Tenant's contractors, vendors, and Tenant's Representative; or

(f) Any other Tenant-caused delay.

5.2 Punch List. Prior to delivery of possession of the Leased Premises to Tenant, the construction manager shall prepare a preliminary punch list in writing for Landlord's and Tenant's review. Within five (5) days of issuance of the preliminary punch list, Landlord and Tenant shall examine the Leased Premises and agree in good faith on a final punch list that identifies the items of work that require completion, correction, repair or replacement. Tenant shall approve or disapprove the final punch list in writing within five (5) business days of receipt, failing which the punch list shall be deemed approved and final. Landlord will use commercially reasonable efforts

to repair or complete items within sixty (60) days of receipt of such final punch-list (which time shall be extended for delays beyond Landlord's reasonable control).

6. Payment of Costs. It is agreed and understood that all costs and expenses incurred in the construction of Improvements over and above the current "as is" condition of the Leased Premises shall be the sole responsibility of Tenant and shall be paid to the Landlord as Additional Rent under this Lease. Landlord shall initially fund such costs and expenses (i.e. make payments to contractors, architect, engineers, etc.) and Tenant shall reimburse Landlord in full for all such costs and expenses, as provided herein. No more than once during the Performance of the Work (as defined in Section 3.2 above) and upon substantial completion of the Improvements, Landlord will submit to Tenant paid invoices for reimbursement (hereinafter, the "Approved Invoices"). It is agreed and understood that the costs and expenses that are subject to reimbursement by Tenant shall include, but shall not be limited to: (i) all hard construction costs associated with constructing the Improvements, such as labor and materials; and (ii) customary "soft" costs associated with the Improvements (including, without limitation the Space Plan and Construction Drawings, all other architectural, design and engineering fees, the cost of permits and procuring permits, and a construction supervision fee to Landlord as provided for in Section 3.1 above). Approved Invoices shall be reimbursed by Tenant within thirty (30) days following Tenant's receipt of such Approved Invoices. Tenant agrees to pay all such Approved Invoices in full, as Additional Rent, prior to commencing business operations from the Leased Premises. Notwithstanding any other provision of this Lease to the contrary, the Tenant will not be required to reimburse the Landlord for more than \$240,000.00 for the Tenant Improvements outlined on Exhibit B-2 and the Tenant Plans, unless Tenant requests any changes or additions to the Tenant Plans pursuant to Section 4 of this Exhibit B-1.

7. Possession by Tenant. The taking of possession of the Leased Premises by Tenant shall constitute an acknowledgment by Tenant that the Leased Premises are in good condition and that all Improvements have been satisfactorily completed by Landlord, except for any items contained in the final punch list.

9. Coordination with Tenant's Work. All work desired by Tenant for Tenant's use of the Leased Premises other than the Improvements ("Tenant's Work") shall be performed by Tenant at its sole cost and expense by contractors and subcontractors approved in advance by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. All Tenant's contractors and subcontractors must provide certificates of insurance evidencing coverage reasonably acceptable to Landlord. The performance of Tenant's Work shall not delay or interfere with the performance of the Improvements. Tenant's Work may include telephone and data wiring and cabling, installation of Tenant's furniture and other items reasonably required by Tenant and approved by Landlord in advance in accordance with the terms and conditions of the Lease. All permits necessary for the performance of Tenant's Work shall be obtained by Tenant at its own expense.

10. Changes to Comply With Laws. Tenant acknowledges that the governing jurisdiction may require changes to the plans in order to obtain the permit or changes to the improvements in order to pass the inspection. In the event that any such changes become necessary, the cost of such changes shall be paid by Tenant.

EXHIBIT B-2 **BUDGET FOR TENANT IMPROVEMENTS COSTS**

Budget Breakdown

Project: Montgomery County Office of Risk Management
Location: 451 Hungerford Dr Suite 700 Rockville, MD 20850
Date: April 3, 2018
Bid Number: 04032018 DP
Square Feet: 3,700
Prepared By: DKP
Phone Number: 301-424-2900



Description of Work		Amount
	Final Clean	\$1,200.00
	Temporary Protection	\$1,000.00
	Debris Removal	\$1,250.00
Division 2		
	Demolition in Drywall	\$0.00
Division 6		
	Millwork	\$12,500.00
Division 8		
	Doors- Material	\$15,000.00
	Glass	\$2,320.00
Division 9		
	Drywall/ Acoustical Ceilings	\$49,500.00
	Flooring	\$15,750.00
	Paint	\$9,650.00
Division 15		
	Plumbing	\$7,650.00
	Sprinkler	\$6,500.00
	HVAC	\$19,750.00
Division 16		
	Electric	\$35,750.00
	Subtotal	\$177,820.00
	General Conditions	\$22,800.00
	Building Permit Allowance	By Owner
	Subtotal	\$200,620.00
	Fee	\$14,043.40
	Total	\$214,663.40
	10%Contingency	21,466.34
	Estimated Architectural And Permits	25,000.00
	Subtotal:	\$261,129.74
	Landlord's Construction Supervision Fee (7%)	18,279.08
	Total:	\$279,408.82*

* Notwithstanding anything herein to the contrary, even though the Budget Breakdown total is \$279,408.82, the Tenant will not be required to pay more than \$240,000.00 for the Tenant Improvements pursuant to the approved Tenant Plans.

EXHIBIT C

LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is entered into as of _____, 20__ (the "Effective Date") by and between _____, a _____ corporation (the "Mortgagee") and MONTGOMERY COUNTY MARYLAND (the "Tenant"), with reference to the following facts:

_____, whose address is _____ (the "Landlord") owns fee simple title or a leasehold interest in the real property located at _____, Maryland shown on Exhibit "A-1" attached hereto (the "_____").

Mortgagee intends to make a loan to Landlord in the original principal amount of _____ (\$ _____) (the "Loan").

To secure the Loan, Landlord intends to encumber all the Property by entering into that certain Mortgage to be dated _____ in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") to be recorded in the Land Records in and for the Montgomery County, State of Maryland.

Pursuant to the Lease dated _____, (the "Lease"), Landlord demised to Tenant a portion of the Property consisting of _____ (_____) square feet located in the _____ as shown on the Exhibit A-2 attached hereto (the "Leased Premises").

Tenant and Mortgagee desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Mortgagee agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

(a) Foreclosure Event. A "Foreclosure Event" means: (i) foreclosure under the Mortgage; (ii) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which a Successor Landlord becomes owner of the Property; or (iii) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in the Property in lieu of any of the foregoing.

(b) Former Landlord. A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

(c) Offset Right. An "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

(d) Rent. The "Rent" means any fixed rent, base rent or additional rent under the Lease.

(e) Successor Landlord. A "Successor Landlord" means any party that becomes owner of the Property as the result of a Foreclosure Event.

(f) Other Capitalized Terms. If the initial letter of any other term used in this Agreement is capitalized and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

2. Subordination. The Lease shall be, and shall at all times remain, subject and subordinate to the terms of the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

3. Nondisturbance, Recognition and Attornment.

(a) No Exercise of Mortgage Remedies Against Tenant. So long as the Tenant is not in default under the Lease beyond any applicable grace or cure periods (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

(b) Nondisturbance and Attornment. If an Event of Default by Tenant is not then continuing, then, when Successor Landlord takes title to the Property: (i) Successor Landlord shall not terminate or disturb Tenant's possession of the Leased Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (ii) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (iii) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (iv) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant acknowledges notice of the Mortgage and assignment of rents, leases and profits from the Landlord to the Mortgagee. Tenant agrees to continue making payments of rents and other amounts owed by Tenant under the Lease to the Landlord and to otherwise recognize the rights of Landlord under the Lease until notified otherwise in writing by the Mortgagee (as provided in the Mortgage), and after receipt of such notice the Tenant agrees thereafter to make all such payments to the Mortgagee, and Landlord consents to the foregoing.

(c) Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within thirty (30) days of such request.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

(a) Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of the attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment.

(b) Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

(c) Payment: Security Deposit. Not Applicable.

(d) Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Mortgagee's written consent.

(e) Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant in the express terms of the Lease.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement, or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor's Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Leased Premises from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Successor Landlord (collectively, the "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligation of Successor Landlord affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

6. Notice to Mortgagee and Right to Cure. Tenant shall notify Mortgagee of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of an abatement shall be effective unless Mortgagee shall have received notice of default giving rise to such cancellation or abatement and (i) in the case of any such default that can be cured by the payment of money, until thirty (30) days shall have elapsed following the giving of such notice or (ii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Mortgagee shall have become entitled under the Mortgage to remedy the same, including such time as may be necessary to acquire possession of the Property if possession is necessary to effect such cure, provided Mortgagee, with reasonable diligence, shall (a) pursue such remedies as are available to it under the Mortgage so as to be able to remedy the default, and (b) thereafter shall have commenced and continued to remedy such default or cause the same to be remedied, but in no event shall such period of time exceed one hundred and twenty (120) days. Notwithstanding the foregoing, Mortgagee shall have no obligation to cure any such default.

7. Miscellaneous.

(a) Notices. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing and may be given or be served by hand delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service shall be deemed effective when delivered to its addresses. For purposes of notice, the addresses of the parties shall, until changed as herein provided, be as follows:

If to Mortgagee, at:

If to Tenant, at:

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

With Copy Not To Constitute
Notice To:

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

(b) Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of tenant and Mortgagee as subject matter of this Agreement.

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

(d) Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

(e) Interpretation: Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of Maryland.

(f) Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions, waived only by written instrument executed by the party to be charged.

(g) Due Authorization. Tenant represents to Mortgagee that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Mortgagee represents to Tenant that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

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

[SIGNATURES ON THE FOLLOWING PAGE]

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By: _____

Name: Ramona Bell-Pearson, Assistant

Title: Chief Administrative Officer

Date: _____

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: _____

Cynthia L. Brenneman, Director
Office of Real Estate

Date: _____

Date: _____

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

To: _____ ("**Seller**"), its successors and assigns, any purchaser of the Property, including _____, its successors and assigns ("**Purchaser**") and any holder of a mortgage encumbering the Property.

Re: Lease dated _____, as amended _____ (collectively the "**Lease**") executed between _____ ("**Landlord**"), and _____ ("**Tenant**"), for those premises containing approximately _____ square feet known as _____ in the building located at _____.

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

- (1) The Lease, which includes the Lease and all amendments to the Lease attached as Exhibit "A", is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Leased Premises or any part of the Leased Premises.
- (2) The Lease Term commenced on _____ and terminates on _____. The Lease provides for no further renewal/extension options as of the date that this Certificate is issued by Tenant.
- (3) The amount of fixed monthly rent is \$ _____; the monthly common area or other charges are \$ _____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 20__.
- (4) Tenant paid no security deposit under the terms of the Lease. Tenant has paid rent for the Leased Premises through _____, 20__.
- (5) Tenant currently occupies the Leased Premises.
- (6) All work to be completed by Landlord for the Tenant prior to occupancy has been performed as required and has been accepted by the Tenant (if not, specify what punch list or other items remain to be completed, and the amount budgeted for completion;) and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to Tenant.

- (7) As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (8) Tenant is not in default under the Lease.
- (9) Tenant has not assigned the Lease or sublet all or any portion of the Leased Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (10) Any notices to be sent to Tenant should be sent in the form required in the Lease to:

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

With a copy that does not constitute notice to:

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

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By: _____
Name: Ramona Bell-Pearson, Assistant
Title: Chief Administrative Officer

Date: _____

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: _____
Cynthia L. Brenneman, Director
Office of Real Estate

Date: _____

Date: _____

EXHIBIT E

PROMISSORY NOTE AND UNAMORTIZED COSTS OF 2012 LEASE

PROMISSORY NOTE

FOR VALUE RECEIVED **MONTGOMERY COUNTY, MARYLAND**, a body politic and corporate ("**Promisor**") promises to pay to the order of **369 LLC**, a Maryland limited liability company ("**Beneficiary**") the principal sum of Six Hundred Ninety-Five Thousand Six Hundred Twenty-Four and 67/100 DOLLARS (\$695,624.67) ("**Debt**"), under the terms set out below.

RECITALS

WHEREAS, Promisor entered into a lease dated March 20, 2012 (the "**2012 Lease**") with Beneficiary's predecessor, Exchange Joint Venture, for the premises located 451 Hungerford Drive, Suite 700, Rockville, Maryland 20850;

WHEREAS, on or about May 8, 2017, Beneficiary purchased 451 Hungerford Drive, Rockville, Maryland, 20850 ("**the Building**") and assumed the 2012 Lease;

WHEREAS, the 2012 Lease was terminated on June 30, 2017;

WHEREAS, Beneficiary and Promisor entered into a new lease of even date herewith ("**Lease**") for Suite 701 of the Building ("**Leased Premises**") that incorporates several provisions of the 2012 Lease, including the Promisor's obligations under Section 32 of the 2012 Lease to pay remaining unamortized costs under the 2012 Lease if the Lease is terminated by the Promisor prior to the expiration of the 10 year term ("**Term**") of the Lease;

WHEREAS, any term not defined in this Promissory Note has the meaning provided in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Promisor and the Beneficiary agree as follows:

1. The principal sum of the Debt on the date hereof is \$695,624.67 with interest accruing at the rate of 6% per annum as provided under Section 32 and Exhibit E of the Lease.
2. The **Maturity Date** of this Promissory Note is thirty (30) days following the earlier of (a) during the Term of the Lease, the last day for which funding is appropriated; or (b) the expiration of the Term.
3. The Debt shall be all due and payable on the Maturity Date; except however that during the Term, as long as the Promisor continues to lease the Leased Premises, the principal and interest on the Debt shall be reduced every month by \$7,722.86 as provided in the amortization schedule attached to this Promissory Note as Schedule I.

4. The Beneficiary shall not transfer, sell or otherwise endorse this Promissory Note to a third party without first obtaining the written consent of the Promisor, said consent not to be unreasonably withheld, conditioned or delayed.

5. The Promisor may prepay the entire sum due under this Promissory Note at any time without penalty or premium.

6. This Promissory Note represents a commercial loan as defined in Section 12-101(c) of the Commercial Law Article of the Annotated Code of Maryland.

7. All payments due under this Promissory Note shall be made to 369 LLC, c/o Promark Real Estate Services, 1390 Piccard Drive, Suite 120, Rockville, MD 20850, or at such place as the Beneficiary shall designate in writing.

8. Time is of the essence with respect to the obligations of the Promisor under the terms of this Promissory Note.

9. As to this Promissory Note, Promisor waives all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, waives all rights to trial by jury in any action or proceeding instituted by or against the Beneficiary which pertains directly to this Promissory Note, and also waives valuation and appraisal, presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Promissory Note, and expressly agrees that the maturity of this Promissory Note, or any payment under this Promissory Note, may be extended by the Beneficiary from time to time without in any way affecting the liability of Promisor.

IN WITNESS WHEREOF, the Promisor has caused this Promissory Note to be executed and delivered on its behalf by its duly authorized representative on the date first written above.

WITNESS:

PROMISOR:

MONTGOMERY COUNTY, MARYLAND

By: _____
Ramona Bell-Pearson
Assistant Chief Administrative Officer

APPROVED FOR FORM AND LEGALITY

By: _____
Marc P. Hansen Date

County Attorney

SCHEDULE I

Summary

Principal borrowed:	\$695,624.67
Regular Payment amount:	\$7,722.86
Final Balloon Payment:	\$0.00
Interest-only payment:	\$3,478.12
*Total Repaid:	\$926,743.20
*Total Interest Paid:	\$231,118.53
Annual Payments:	12
Total Payments:	120 (10.00 years)
Annual interest rate:	6 .00%
Periodic interest rate:	0 .5000%
Debt Service Constant:	13 .3225%
*Total interest paid as a percentage of Principal:	33 .225%

Month	Principal	Interest	Cumulative Principal	Cumulative Interest	Balance
1	4,244.74	3,478.12	4,244.74	3,478.12	691,379.93
2	4,265.96	3,456.90	8,510.70	6,935.02	687,113.97
3	4,287.29	3,435.57	12,797.99	10,370.59	682,826.68
4	4,308.73	3,414.13	17,106.72	13,784.72	678,517.95
5	4,330.27	3,392.59	21,436.99	17,177.31	674,187.68
6	4,351.92	3,370.94	25,788.91	20,548.25	669,835.76
7	4,373.68	3,349.18	30,162.59	23,897.43	665,462.08
8	4,395.55	3,327.31	34,558.14	27,224.74	661,066.53
9	4,417.53	3,305.33	38,975.67	30,530.07	656,649.00
10	4,439.62	3,283.24	43,415.29	33,813.31	652,209.38
11	4,461.81	3,261.05	47,877.10	37,074.36	647,747.57
12	4,484.12	3,238.74	52,361.22	40,313.10	643,263.45
<hr/>					
13	4,506.54	3,216.32	56,867.76	43,529.42	638,756.91
14	4,529.08	3,193.78	61,396.84	46,723.20	634,227.83
15	4,551.72	3,171.14	65,948.56	49,894.34	629,676.11
16	4,574.48	3,148.38	70,523.04	53,042.72	625,101.63
17	4,597.35	3,125.51	75,120.39	56,168.23	620,504.28
18	4,620.34	3,102.52	79,740.73	59,270.75	615,883.94
19	4,643.44	3,079.42	84,384.17	62,350.17	611,240.50
20	4,666.66	3,056.20	89,050.83	65,406.37	606,573.84
21	4,689.99	3,032.87	93,740.82	68,439.24	601,883.85
22	4,713.44	3,009.42	98,454.26	71,448.66	597,170.41
23	4,737.01	2,985.85	103,191.27	74,434.51	592,433.40
24	4,760.69	2,962.17	107,951.96	77,396.68	587,672.71

Month	Principal	Interest	Cumulative Principal	Cumulative Interest	Balance
25	4,784.50	2,938.36	112,736.46	80,335.04	582,888.21
26	4,808.42	2,914.44	117,544.88	83,249.48	578,079.79
27	4,832.46	2,890.40	122,377.34	86,139.88	573,247.33
28	4,856.62	2,866.24	127,233.96	89,006.12	568,390.71
29	4,880.91	2,841.95	132,114.87	91,848.07	563,509.80
30	4,905.31	2,817.55	137,020.18	94,665.62	558,604.49
31	4,929.84	2,793.02	141,950.02	97,458.64	553,674.65
32	4,954.49	2,768.37	146,904.51	100,227.01	548,720.16
33	4,979.26	2,743.60	151,883.77	102,970.61	543,740.90
34	5,004.16	2,718.70	156,887.93	105,689.31	538,736.74
35	5,029.18	2,693.68	161,917.11	108,382.99	533,707.56
36	5,054.32	2,668.54	166,971.43	111,051.53	528,653.24
37	5,079.59	2,643.27	172,051.02	113,694.80	523,573.65
38	5,104.99	2,617.87	177,156.01	116,312.67	518,468.66
39	5,130.52	2,592.34	182,286.53	118,905.01	513,338.14
40	5,156.17	2,566.69	187,442.70	121,471.70	508,181.97
41	5,181.95	2,540.91	192,624.65	124,012.61	503,000.02
42	5,207.86	2,515.00	197,832.51	126,527.61	497,792.16
43	5,233.90	2,488.96	203,066.41	129,016.57	492,558.26
44	5,260.07	2,462.79	208,326.48	131,479.36	487,298.19
45	5,286.37	2,436.49	213,612.85	133,915.85	482,011.82
46	5,312.80	2,410.06	218,925.65	136,325.91	476,699.02
47	5,339.36	2,383.50	224,265.01	138,709.41	471,359.66
48	5,366.06	2,356.80	229,631.07	141,066.21	465,993.60
49	5,392.89	2,329.97	235,023.96	143,396.18	460,600.71
50	5,419.86	2,303.00	240,443.82	145,699.18	455,180.85
51	5,446.96	2,275.90	245,890.78	147,975.08	449,733.89
52	5,474.19	2,248.67	251,364.97	150,223.75	444,259.70
53	5,501.56	2,221.30	256,866.53	152,445.05	438,758.14
54	5,529.07	2,193.79	262,395.60	154,638.84	433,229.07
55	5,556.71	2,166.15	267,952.31	156,804.99	427,672.36
56	5,584.50	2,138.36	273,536.81	158,943.35	422,087.86
57	5,612.42	2,110.44	279,149.23	161,053.79	416,475.44
58	5,640.48	2,082.38	284,789.71	163,136.17	410,834.96
59	5,668.69	2,054.17	290,458.40	165,190.34	405,166.27
60	5,697.03	2,025.83	296,155.43	167,216.17	399,469.24
61	5,725.51	1,997.35	301,880.94	169,213.52	393,743.73
62	5,754.14	1,968.72	307,635.08	171,182.24	387,989.59
63	5,782.91	1,939.95	313,417.99	173,122.19	382,206.68

Month	Principal	Interest	Cumulative Principal	Cumulative Interest	Balance
64	5,811.83	1,911.03	319,229.82	175,033.22	376,394.85
65	5,840.89	1,881.97	325,070.71	176,915.19	370,553.96
66	5,870.09	1,852.77	330,940.80	178,767.96	364,683.87
67	5,899.44	1,823.42	336,840.24	180,591.38	358,784.43
68	5,928.94	1,793.92	342,769.18	182,385.30	352,855.49
69	5,958.58	1,764.28	348,727.76	184,149.58	346,896.91
70	5,988.38	1,734.48	354,716.14	185,884.06	340,908.53
71	6,018.32	1,704.54	360,734.46	187,588.60	334,890.21
72	6,048.41	1,674.45	366,782.87	189,263.05	328,841.80
73	6,078.65	1,644.21	372,861.52	190,907.26	322,763.15
74	6,109.04	1,613.82	378,970.56	192,521.08	316,654.11
75	6,139.59	1,583.27	385,110.15	194,104.35	310,514.52
76	6,170.29	1,552.57	391,280.44	195,656.92	304,344.23
77	6,201.14	1,521.72	397,481.58	197,178.64	298,143.09
78	6,232.14	1,490.72	403,713.72	198,669.36	291,910.95
79	6,263.31	1,459.55	409,977.03	200,128.91	285,647.64
80	6,294.62	1,428.24	416,271.65	201,557.15	279,353.02
81	6,326.09	1,396.77	422,597.74	202,953.92	273,026.93
82	6,357.73	1,365.13	428,955.47	204,319.05	266,669.20
83	6,389.51	1,333.35	435,344.98	205,652.40	260,279.69
84	6,421.46	1,301.40	441,766.44	206,953.80	253,858.23
85	6,453.57	1,269.29	448,220.01	208,223.09	247,404.66
86	6,485.84	1,237.02	454,705.85	209,460.11	240,918.82
87	6,518.27	1,204.59	461,224.12	210,664.70	234,400.55
88	6,550.86	1,172.00	467,774.98	211,836.70	227,849.69
89	6,583.61	1,139.25	474,358.59	212,975.95	221,266.08
90	6,616.53	1,106.33	480,975.12	214,082.28	214,649.55
91	6,649.61	1,073.25	487,624.73	215,155.53	207,999.94
92	6,682.86	1,040.00	494,307.59	216,195.53	201,317.08
93	6,716.27	1,006.59	501,023.86	217,202.12	194,600.81
94	6,749.86	973.00	507,773.72	218,175.12	187,850.95
95	6,783.61	939.25	514,557.33	219,114.37	181,067.34
96	6,817.52	905.34	521,374.85	220,019.71	174,249.82
97	6,851.61	871.25	528,226.46	220,890.96	167,398.21
98	6,885.87	836.99	535,112.33	221,727.95	160,512.34
99	6,920.30	802.56	542,032.63	222,530.51	153,592.04
100	6,954.90	767.96	548,987.53	223,298.47	146,637.14
101	6,989.67	733.19	555,977.20	224,031.66	139,647.47
102	7,024.62	698.24	563,001.82	224,729.90	132,622.85

Month	Principal	Interest	Cumulative Principal	Cumulative Interest	Balance
103	7,059.75	663.11	570,061.57	225,393.01	125,563.10
104	7,095.04	627.82	577,156.61	226,020.83	118,468.06
105	7,130.52	592.34	584,287.13	226,613.17	111,337.54
106	7,166.17	556.69	591,453.30	227,169.86	104,171.37
107	7,202.00	520.86	598,655.30	227,690.72	96,969.37
108	7,238.01	484.85	605,893.31	228,175.57	89,731.36
109	7,274.20	448.66	613,167.51	228,624.23	82,457.16
110	7,310.57	412.29	620,478.08	229,036.52	75,146.59
111	7,347.13	375.73	627,825.21	229,412.25	67,799.46
112	7,383.86	339.00	635,209.07	229,751.25	60,415.60
113	7,420.78	302.08	642,629.85	230,053.33	52,994.82
114	7,457.89	264.97	650,087.74	230,318.30	45,536.93
115	7,495.18	227.68	657,582.92	230,545.98	38,041.75
116	7,532.65	190.21	665,115.57	230,736.19	30,509.10
117	7,570.31	152.55	672,685.88	230,888.74	22,938.79
118	7,608.17	114.69	680,294.05	231,003.43	15,330.62
119	7,646.21	76.65	687,940.26	231,080.08	7,684.41
120	*7,684.41	38.42	695,624.67	231,118.50	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

EXHIBIT F

RULES AND REGULATIONS

This Exhibit is attached to and made a part of that certain Office Lease Agreement dated as of April 12th, 2018 (the "Lease"), by and between 369 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 (the "County" or "Tenant").

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building. Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease.

A. ALL TENANTS.

The following rules shall be applicable to all tenants of the Building:

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the Leased Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. No bottles, parcels or other articles shall be placed, kept or displayed on window ledges, in windows or in corridors, stairways or other public parts of the Building. Tenant shall not place any showcase, mat or other article outside the Leased Premises.

2. Landlord shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not permit the visit to the Leased Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants. Tenant shall coordinate in advance with Landlord's property management department all large deliveries to the Building so that arrangements can be made to minimize such interference. Tenant shall not permit its employees and invitees to congregate in the elevator lobbies or corridors of the Building. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

3. Tenant shall not attach, hang or use in connection with any window or door of the Leased Premises any drape, blind, shade or screen, without Landlord's prior written consent. All awnings, drapes, projections, curtains, blinds, shades, screens and other fixtures shall be of a quality, type, design and color, and shall be attached in a manner, approved in writing by Landlord. Any Tenant-supplied window treatments shall be installed behind Landlord's standard window treatments so that Landlord's standard window treatments will be what is visible to persons outside the Building. Drapes (whether installed by Landlord or Tenant) which are visible from the exterior of the Building shall be cleaned by Tenant at least once a year, without notice from Landlord, at Tenant's own expense.

4. Tenant shall not use the water fountains, water and wash closets, and plumbing and other fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein (including, without limitation, grease, food or coffee grounds). All damages from misuse of fixtures shall be borne by the tenant causing same.

5. Tenant shall not construct, maintain, use or operate within the Leased Premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system, in connection with any excessively bright, changing, flashing, flickering or moving light or lighting device, or in connection with any similar device or system, without Landlord's prior written consent. Tenant shall not construct, maintain, use or operate any such device or system outside of its Leased Premises or within such Leased Premises so that the same can be heard or seen from outside the Leased Premises. No flashing, neon or search lights shall be used which can be seen outside the Leased Premises.

6. Tenant shall not bring any bicycle, vehicle, animal, bird or pet of any kind into the Building, except seeing-eye or hearing-ear dogs for handicapped persons visiting the Leased Premises.

7. Except as specifically provided to the contrary in the Lease, Tenant shall not cook or permit any cooking on the Leased Premises, except for microwave cooking and use of coffee machines by Tenant's employees for their own consumption. Tenant shall not install any microwave oven or coffee machine in the Leased Premises without Landlord's prior written approval of such equipment and its location within the Leased Premises. Tenant shall not cause or permit any unusual or objectionable odor to be produced upon or emanate from the Leased Premises.

8. Tenant shall not make any unseemly or disturbing noise or disturb or interfere with occupants of the Building.

9. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures. Landlord shall have the right to repair at Tenant's expense any damage to the Leased Premises or the Building caused by Tenant's moving property into or out of the Leased Premises or due to the same being in or upon the Leased Premises or to require Tenant to do the same. Tenant shall not receive into the Building or carry in the elevators any safes, freight, furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator at designated times. Tenant shall remove promptly from any sidewalk adjacent to the Building any furniture, furnishing, equipment or other material there delivered or deposited for Tenant.

10. Tenant shall not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written approval. Tenant shall keep doors leading to a corridor or main hall closed at all times except as such doors may be used for ingress or egress and shall lock such doors during all times the Leased Premises

are unattended. Tenant shall, upon the termination of its tenancy: (a) restore to Landlord all keys and security cards to stores, offices, storage rooms, toilet rooms, the Building and the Leased Premises which were either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay the replacement cost thereof; and (b) inform Landlord of the combination of any lock, safe and vault in the Leased Premises. At Landlord's request, a charge of three dollars (\$3.00) per key shall be paid for all keys in excess of two (2) for each public entrance door to the Leased Premises. Tenant's key system shall be consistent with that for the rest of the Building.

11. Tenant shall not install or operate in the Leased Premises any electrically operated equipment or machinery with significant electrical draw requirements (over 2,000 watts) without obtaining the prior written consent of Landlord. Landlord may condition such consent upon Tenant's payment of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Leased Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any machine or equipment of Tenant causes noise or vibration that may be transmitted to such a degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Tenant's expense vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord or to require Tenant to do the same, or to have the equipment removed.

12. Landlord reserves the right to exclude from the Building at all times any person who does not properly identify himself to the Building management or attendant on duty. Landlord shall have the right to exclude any undesirable or disorderly persons from the Building at any time. Landlord may require all persons admitted to or leaving the Building to show satisfactory identification and to sign a register.

13. Tenant shall not permit or encourage any loitering in or about the Premises and shall not use or permit the use of the Premises for lodging, dwelling or sleeping.

14. Tenant, before closing and leaving the Leased Premises at any time, shall see that all windows are closed and all lights and equipment are turned off, including, without limitation, coffee machines.

15. Tenant shall not request Landlord's employees to perform any work or do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant in accordance with the schedule of charges maintained by Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any of Landlord's employees for any purpose whatsoever without Landlord's prior written consent.

16. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. Tenant shall be responsible for any loss or damage resulting from any deliveries made by or for Tenant.

17. Tenant shall not install or permit the installation of any wiring for any purpose on the exterior of the Leased Premises.

18. Tenant acknowledges that it is Landlord's intention that the Building be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operation of the Building or may tend to impose or detract from the moral character or image of the Building. Tenant shall not use the Leased Premises for any immoral or illegal purpose.

19. Unless otherwise expressly provided in the Lease, Tenant shall not use, occupy or permit any portion of the Leased Premises to be used or occupied for the storage, manufacture, or sale of liquor.

20. Tenant shall purchase or contract for waxing, rug shampooing, venetian blind washing, interior glass washing, furniture polishing, janitorial work, removal of any garbage from any dining or eating facility or for towel service in the Leased Premises, only from contractors, companies or persons approved by Landlord.

21. Tenant shall not remove, alter or replace the ceiling light diffusers, ceiling tiles or air diffusers in any portion of the Leased Premises without the prior written consent of Landlord.

22. Tenant shall not purchase water, ice, coffee, soft drinks, towels, or other merchandise or services from any company or person whose repeated violation of Building regulations has caused, in Landlord's opinion, a hazard or nuisance to the Building and/or its occupants.

23. Tenant shall not pay any employee on the Leased Premises except those actually employed therein; nor shall Tenant use the Leased Premises as headquarters for large scale employment of workers for other locations.

24. Landlord shall have the right, upon written notice to Tenant, to require Tenant to refrain from or discontinue any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices.

25. Tenant shall not in any manner deface any part of the Leased Premises or the Building. No stringing of wires, boring or cutting shall be permitted except with Landlord's prior written consent. Any floor covering installed by Tenant shall have an under layer of felt rubber, or similar sound-deadening substance, which shall not be affixed to the floor by cement or any other non-soluble adhesive materials.

26. Should Tenant's use and occupancy of the Leased Premises require the installation of supplemental cooling, and should the Building contain a closed loop, Tenant agrees that its supplemental cooling requirements will be serviced by tapping into the Building's closed loop. Tenant shall be responsible for the cost of connecting into the loop and agrees to pay to Landlord as additional rent the

monthly tap fee in accordance with Landlord's then-current rate schedule. Should the Building not contain a closed loop, Tenant agrees to be responsible for one time and ongoing fees associated with operating, maintaining, replacing and installing the supplemental HVAC equipment in the Building and/or on the roof of the Building.

27. Each Tenant shall handle its recyclable trash in the manner required by applicable law, as the same may be amended from time to time, and shall conform with any recycling plan instituted by Landlord.

28. Tenant shall not bring or keep, or permit to be brought or kept, in the Building any weapon or flammable, combustible or explosive fluid, chemical or substance.

29. Tenant shall comply with all workplace smoking Laws. There shall be no smoking anywhere in the Building and Landlord may further restrict smoking from anywhere on the Land.

30. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that (a) no waiver shall be effective unless signed by Landlord, (b) no waiver shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) no waiver shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule.

EXHIBIT G
2012 LEASE

LEASE
BETWEEN
EXCHANGE JOINT VENTURE
AND
MONTGOMERY COUNTY, MARYLAND

DATED: March 20 2012

1. Leased Premises
2. Term
3. Rent
4. Services
5. Real Estate Taxes and Operating Expenses
6. Use
7. Landlord's Scope of County's Improvements
8. Zoning and Permits
9. Alterations
10. Compliance with Laws, Ordinances, Etc.
11. County's Property Damage and Liability Insurance
12. Landlord's Property Damage and Liability Insurance
13. Other Damage
14. Good Order and Repair
15. Furniture, Trade Fixtures and Equipment
16. Signs
17. Landlord's Access
18. Assignment and Subletting
19. Default
20. Eminent Domain
21. Damages to Leased Premises
22. Subordination
23. Estoppel Certificates
24. Surrender and Holding Over
25. Landlord and County Not A Partner
26. Landlord's Title and Covenant of Quiet Enjoyment
27. Landlord's Liability
28. Force Majeure
29. General Provisions
30. Non Discrimination
31. Ethics Requirements
32. Non Appropriation
33. Waiver of Jury Trial and Trial Jurisdiction
34. Mailing Notices
35. Hazardous Waste
36. Parking
37. Outside Area/Play Ground Area
38. American with Disabilities Act

Lease Exhibit "A": Leased Premises
Lease Exhibit "B": Landlord's Scope of County Improvements
Lease Exhibit "C": Subordination, Non-Disturbance and Attornment
Lease Exhibit "D": Estoppel
Lease Exhibit "E": Unamortized Cost Schedule
Lease Exhibit "F": Parking Area Designation
Lease Exhibit "G": Outside Play Area
Lease Exhibit "H": Parking License Agreement

LEASE

This LEASE ("Lease") dated March 20, 2012, by and between **EXCHANGE JOINT VENTURE**, (the "Landlord") and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), (together, Landlord and the County 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. **LEASED PREMISES:** Landlord is the owner of certain real property located in Montgomery County, Maryland which is located at 451 Hungerford Drive, Rockville Maryland, 20852. The Landlord does hereby lease unto the County and the County hereby leases from the Landlord 4,172 rentable square feet located on the 7th Floor of the Building further defined on the attached Exhibit A ("Leased Premises").

2. **TERM:** The Lease term is ten (10) years. The "Starting Date" shall be the day the Tenant Improvements are substantially completed, by Landlord, approximately on or about March 1, 2012 and the "Ending Date" shall be the 120th full calendar month thereafter. The County may extend the Term only in accordance with the provisions stated herein.

2. A. Provided the County is not in default, the Landlord hereby grants to County two (2) consecutive renewal options, having a term duration of five (5) years each, to renew the Lease for all or a portion of the Leased Premises (including any additional or any reductions in space leased by the County during the Lease Term) exercisable by the County upon six (6) months prior written notice to Landlord ("Renewal Option"). At the election of the County, such Renewal Option will apply for all of the then current Leased Premises. It is expressly agreed to by Landlord that the Renewal Option shall not be binding upon the County if and unless the Fair Market Rental has been agreed to in advance of the six (6) months written notice to Landlord, as defined above, for said Renewal Option. For the purpose of this

Paragraph, "Fair Market Value" shall be determined by reference to only those buildings of comparable age, size, location, and quality in Rockville, Maryland for non-renewing tenants and shall take into consideration concessions being negotiated at the time of the Renewal Option to include tenant improvement allowances, rent abatement, and brokerage commissions. The Base Year shall be set to the Calendar Year of the Renewal. During option period (s), Landlord shall have the right to terminate this Lease for the purposes of redevelopment of the property or should the succeeding Landlord require the space for their occupancy, by giving Tenant twelve (12) months prior written notice.

2. B. Unless noted otherwise, all other Lease terms and conditions, including but not limited to the payment of Additional Rent, shall remain the same during any Renewal Option. For any of the Renewal Options, the County shall accept the Leased Premises "AS-IS" and there shall be no Landlord's Improvements for the Extension, unless otherwise agreed to by both the Landlord and County and in the event that the County renews the Leased Premises "as-is", then there shall be an equitable downward adjustment in the rent in Article 2A to reflect that no tenant improvement allowance is being provided.

3. RENT:

3. A. Rent Commencement Date shall be the same as the Starting Date as defined in Paragraph 2.

3. B. The County shall pay to Landlord all rent in United States currency, without any deduction, set-off, notice, demand, and unless stated otherwise, billing. The County shall pay all Annual Base Rent installments in advance by the first day of each calendar month. All rent shall be paid to: Exchange Joint Venture, c/o HBW Group, 1055 First Street, Suite 250, Rockville, MD 20852, or any other address or party as Landlord may direct in writing.

3. C. Annual Base Rent: The "Annual Base Rent" for the first year of the Term is calculated upon a rate of Twenty-One Dollars (\$21.00) per rentable square foot, for a yearly rate of Eighty Seven Thousand Six Hundred Twelve Dollars (\$87,612), and a monthly rate of Seven Thousand Three Hundred One Dollars (\$7,301). Starting with the first anniversary of the Rent Commencement Date, and at each anniversary thereafter during the Term, the Annual Base Rent shall escalate by 3.0% over the previous

year subject to annual appropriation by the Montgomery County Council, as provided in Paragraph 32 of the Lease: Non-Appropriation.

3.D. Additional Rent: All money due Landlord under the requirements of this Lease, other than Annual Base Rent, is "Additional Rent." Unless stated otherwise, the County shall pay Additional Rent within 10 business days of receipt of invoice. Landlord's remedies for the non-payment of Additional Rent are the same as for Annual Base Rent.

3.B. Survival: Regardless of the Ending Date or earlier end of the Term (collectively, "Term End"), the County shall promptly and fully perform all its Lease obligations. However, this shall not contradict Paragraph 32: Non-Appropriation.

3.F. Deposit: The County shall not pay a security deposit.

3.G. Late Charge and Interest: Any monthly installment of Annual Base Rent not paid by the tenth (10th) business day of the month shall be subject to a late charge of five percent (5%), but this does not extend the due date of the rent from the first day of each month. In addition, all Annual Base Rent not paid within thirty (30) days after the due date and all other rent and all other payments becoming due hereunder (including additional rent) shall bear interest at the rate of twelve percent (12%) per annum from the date when the same shall become due and payable.

4. SERVICES:

4.A. Full Service: Landlord, at Landlord's expense, shall provide full service maintenance including, but not limited to, all utilities for normal office use, maintenance, repairs, trash removal and pest control within the Leased Premises. Landlord, at Landlord's expense, shall provide janitorial services within the Leased Premises, after 7:00 P.M., Monday through Friday Landlord shall be responsible for cleaning the common area and the outside Building areas including sidewalks, walkways, and pavement areas, keeping same free and clear of snow and ice. The Landlord shall also provide trash receptacles in the Building and an area for recycling. The Landlord shall also make all necessary maintenance, repairs

and replacements to all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains, all exterior walls, interior columns, windows, interior concrete slabs, and the foundation.

4.B. Maintenance and Repairs – Emergencies: In the event Landlord fails to provide emergency maintenance and repair with dispatch and due diligence appropriate to the condition after notice from the County, then County shall have the right but not the obligation to correct these problems and be reimbursed the reasonable cost thereof by Landlord.

4.C. Maintenance and Repairs -- Routine: In the event Landlord fails to correct routine maintenance and repair problems in the Leased Premises within ten (10) days after written notification of same by the County, County shall have the right but not the obligation to correct these problems, and be reimbursed the reasonable cost thereof by Landlord.

If Landlord, at any time during the Lease Term, shall default in any material respect the performance or observance of any obligation on Landlord's part to be performed or observed pursuant to Paragraph 4 of the Lease, and shall not cure such default within sixty(60) days after receipt of written notice thereof from County (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), then, provided County is not then in default under the Lease, beyond applicable notice and grace periods, County may, at its option, but is under no obligation to so act, cure such default, and Landlord agrees to reimburse County the amounts reasonably incurred by County in so doing within a reasonable period of time agreed to by both County and Landlord; provided that County shall not undertake maintenance, repairs and/or replacements to any structural element of the Building or the roof thereof or to any Building service equipment or system which serves or may affect any space in the Building other than the Leased Premises. Notwithstanding the foregoing, in no event shall County be entitled to set-off or deduct any amounts incurred by County hereunder against the Annual Base Rent due under the Lease. A default of performance or observation of any obligation under Paragraph 4 of the Lease if not cured as provided above can, at the option of County

and after notice is given, be considered a default of the Lease and County shall have those rights prescribed under Paragraph 19 below.

4.D. HVAC: Landlord agrees to maintain, repair or replace the existing heating, ventilation and air conditioning system. The air conditioning shall be so balanced as to provide a temperature range between 72 and 78 degrees. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements. Landlord agrees to provide heating and air conditioning to the Leased Premises during those seasons of the year when such services are required, from 6:00 am until 7:00 pm, Monday through Friday and from 7:00 am until 3:00 pm on Saturdays, exclusive of legal County, State or Federal holidays.

4.E. Damage: Notwithstanding anything in this Lease to the contrary, the County shall perform all maintenance, repair, or replacement of any improvements, including those set forth in this Paragraph 4, caused by (a) the County's negligence, abuse, misuse, or neglect or (b) the moving of anything in or out of the Leased Premises.

5. REAL ESTATE TAXES AND OPERATING EXPENSES:

5. A. Real Estate Taxes. County shall pay to Landlord as additional rent its proportionate share, being the stipulated proportion which the rentable area of the Leased Premises bears to the total rentable area of the Building, of the increase in real estate taxes (including special assessments, if any, and any other taxes now or hereafter imposed which are in the nature of or in substitution for real estate taxes) levied on the Building and the land (the "Land") on which the Building is situated over the "Base Real Estate Taxes." In the event the rentable area of the Building is increased or decreased, the County's proportionate share will be recalculated and adjusted. If any space in the Building is leased to a tenant who creates an exemption from real estate taxes so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of real

estate taxes. For purposes hereof, the Base Real Estate Taxes are stipulated to be the amount of real estate taxes actually incurred by Landlord with respect to the Building and the Land during calendar year 2012.

In the event that the actual real estate taxes for any calendar year during the Term exceed the Base Real Estate Taxes for calendar year 2012 and thereafter, County shall pay its proportionate share of the increase in the real estate taxes for such year over the Base Real Estate Taxes. Any increase payable by County under this provision shall be deemed Additional Rent.

Prior to each January 1st during the Term, Landlord shall provide County a comparison of the Base Real Estate Taxes and the projected real estate taxes for the coming year. Commencing each January 1st during the Term, County shall pay monthly as Additional Rent, one-twelfth (1/12th) of County's proportionate share of any projected increase in the annual real estate taxes over the Base Real Estate Taxes. Landlord will, within one hundred twenty (120) days (or as soon thereafter as possible) after the close of each calendar year, provide County a statement of such year's actual real estate taxes, showing the actual increase, if any, in the real estate taxes over the Base Real Estate Taxes. However, Landlord's failure to provide any statement within the time specified shall in no way excuse County from its obligation to pay its proportionate share or constitute a waiver of Landlord's right to bill and collect such proportionate share. Within fifteen (15) days after County's receipt of said statement, the County shall pay the Landlord, County's proportionate share of the excess, if any, of actual real estate taxes over the projected real estate taxes. If the amount paid by County during the previous year exceeded County's share of actual real estate taxes for the year, the excess shall be credited towards any amounts then due Landlord or accruing thereafter and if no amounts are due Landlord or will accrue thereafter, then such excess shall be refunded to County.

Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of real estate taxes shall be added to and included in the annual statement of 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 County under this Section; provided, however, that in the event that County shall have paid any amount of Additional Rent pursuant to this Paragraph and Landlord shall thereafter receive a refund of any portion of the real estate taxes on which such payment was based, Landlord shall pay to County its proportionate share of such refund less any costs incurred in obtaining same. Landlord shall have no obligation to contest, object to, 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 County.

5.B. Operating Expenses. County shall pay to Landlord as additional rent its proportionate share, being the stipulated proportion which the rentable area of the Leased Premises bears to the total rentable office area of the Building, of the increase in Operating Expenses during the Term over Initial Operating Expenses. In the event the gross rentable area of the Building is increased or decreased, then County's Operating Expenses percentage shall be recalculated and adjusted. If any space in the Building is leased to a tenant who is separately responsible for paying the cost of a service that would otherwise be included in Operating Expenses, the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of the balance of the cost of such services. Additionally, if any space in the Building is leased to a tenant who creates an exemption from any category of Operating Expenses so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of such category of Operating Expenses.

5.B (i) "Operating Expenses," as that term is used herein, shall mean all expenses, costs and disbursements (but not replacement of capital investment items or specific costs billed to and paid by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, maintenance, repair and operation of the Building including, but not limited to, the following (including appropriate reserves):

1. Cost of wages and salaries of all employees engaged in the operation and maintenance of the Building, including taxes, insurance and benefits;
2. Cost of all supplies and materials used in the operation, maintenance and repair of the Building;
3. Cost of landscaping, gardening, paving, resurfacing, line painting, striping, lighting, snow removal, sanitary control; and maintaining, repairing, replacing or relocating any site utilities;
4. Cost of all maintenance and service agreements for the Building and the equipment used therein including, but not limited to, HVAC, access control and energy management services, security, window cleaning, elevator, trash and rubbish removal, and janitorial and cleaning service;
6. Cost of insurance relating to the Building, including, but not limited to, the cost of casualty and liability insurance applicable to the Building and Landlord's personal property used in connection therewith;
6. Cost of repairs and general maintenance (excluding repairs and general maintenance directly paid for by the proceeds of insurance, or by County or third parties);
7. Cost of any additional service provided by Landlord in the prudent management of the Building including any service not provided at the Rent Commencement Date but thereafter provided by Landlord;
8. Cost of audit and accounting services; and
9. Cost of any capital improvements made to the Building after the Rent Commencement Date that, actually reduce other operating expenses or are required under any governmental law or regulation, such cost thereof to be amortized over such reasonable period as Landlord shall determine.

5.B.(ii) Operating Expenses shall not include the following:

1. Costs of capital improvements other than as set forth in clause 5.B.(i) above;
2. Ground rent and interest on and amortization of mortgages;
3. Landlord's income, excise or franchise taxes;
4. Salaries of Landlord's employees not engaged in the operation, management, maintenance or repair of the Building;
5. Legal fees incurred in connection with the leasing of the Building or in connection with disputes with other tenants relating to the collection of rent and similar matters not benefiting the tenants of the Building generally; and
6. Leasing commissions, advertising expenses and other such expenses incurred in leasing or marketing the space within the Building.

5.B. (iii) Operating Expenses for each calendar year shall be those actually incurred, provided however, that (i) if the Building was not at least ninety percent (90%) occupied during the entire calendar year, the Operating Expenses shall be adjusted to project the Operating Expenses as if the Building were ninety percent (90%) occupied, and (ii) Landlord shall bear the percentage of Operating Expenses allocable to unleased, leasable space within the Building.

5.B. (iv) For purposes hereof, the Initial Term Operating Expenses are stipulated to be the amount of Operating Expenses actually incurred by Landlord during calendar year 2012. In the event that the actual Operating Expenses for any calendar year during the Term exceed the Initial Operating Expenses set out above, commencing in the calendar year 2013 and thereafter, County shall pay its proportionate share of the increase in Operating Expenses for such year over the Initial Operating Expenses. Any increase payable by County under this provision shall be deemed Additional Rent. Prior to each January 1st during the Term, Landlord shall provide County a comparison of the Initial Operating Expenses and the projected Operating Expenses for the coming year. Commencing each January 1st

during the Term, County shall pay monthly as Additional Rent, one twelfth (1/12th) of County's proportionate share of any projected increase in the Operating Expenses over the Initial Operating Expenses. Landlord will, within one hundred twenty (120) days (or as soon thereafter as possible) after the close of each calendar year, provide County a line item itemized statement of such year's actual Operating Expenses, showing the actual increase, if any, in Operating Expenses over the Initial Operating Expenses. However, Landlord's failure to provide any statement within the time specified shall in no way excuse County from its obligation to pay its proportionate share or constitute a waiver of Landlord's right to bill and collect such proportionate share. Within fifteen (15) days after County's receipt of said statement, County shall pay Landlord, County's proportionate share of the excess, if any, of actual Operating Expenses over the projected Operating Expenses. If the amount paid by County during the previous year exceeded County's share of actual Operating Expenses for the year, the excess shall be credited towards any amounts then due Landlord or accruing thereafter, and if no amounts are due Landlord or will accrue thereafter, then such excess shall be refunded to County

5.C. County's Right To Audit: Provided that the County is not in default and has made all payments that have been invoiced by Landlord and is not otherwise in default beyond the expiration of any applicable notice and cure period, County shall have the right to audit the books and records and computations of Landlord relative to Landlord's Operating Costs, Real Estate Taxes or Insurance provided: (i) County gives Landlord sixty (60) days' prior written notice of its intent to audit, (ii) the audit occurs during Landlord's normal business hours and in Landlord's principal offices, (iii) County may only audit said records and books once during each Lease Year, (iv) County may only conduct the audit of a Lease Year's books and records within six (6) months after receipt of a final statement for the item in question for such Lease Year, (v) the auditor shall not be compensated on a contingency basis, and (vi) County provides Landlord with a copy of the auditor's report, and (vii) the auditor agrees to execute a confidentiality agreement with respect to such audit. All of the information obtained through said audit as well as any compromise, settlement, or adjustment reached between Landlord and County relative to the results of the audit shall be held in strict confidence by County and County's officers, agents and

employees and shall not be revealed in any manner to any person except upon the written consent of Landlord, which consent may be withheld in Landlord's sole discretion, or if required pursuant to any litigation between Landlord and County materially related to the facts disclosed by such audit, or if otherwise required by law. Landlord shall have all rights allowed by law or equity if County, its officers, agents, or employees and/or auditor violate the terms of this provision, including without limitation, the right to terminate this Lease or the to terminate County's right to audit in the future pursuant to this section.

6. USE:

6.A. Premises: The County will use the Leased Premises as offices 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.

6.B. Common Areas: The County has use of all "common areas", parking areas, service roads, loading facilities, sidewalks, and other facilities.

7. LANDLORD'S SCOPE OF COUNTY'S IMPROVEMENTS: The Parties agree that Landlord will turn over the Leased Premises with a "turn key" build-out, based on a mutually agreed to plan and scope of work as fully described on Exhibit B, "Landlord's Scope of County Improvements". Landlord's Scope of County Improvements as set forth on Exhibit B shall be done at Landlord's sole cost and expense. Any subsequent changes to the Exhibit B 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 County improvements as a result of such changes or delays. The Rent Commencement date of the Lease shall not be deferred because of any such changes.

8. 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 Building, and the Parties agree 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.

9. ALTERATIONS:

9.A. Except for painting and new carpeting, the County will not make any alterations, installations, changes, replacements, additions, or improvements, structural or otherwise, in or to the Leased Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The County will make, such changes, at the County's sole expense.

9.B. All alterations, installations, changes, replacements, additions to or improvements upon the Leased Premises (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 of this Lease without disturbance, molestation or injury. Should Landlord elect that non-standard alterations, installations, changes, replacements, additions to or improvements upon the Leased Premises be removed upon termination of this Lease or upon termination of any renewal period hereof, Landlord must notify Tenant in writing at the time such alterations, installations, changes, replacements, additions to or improvements are consented to by Landlord and 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 after written notice by Landlord, then and in such event Landlord shall cause them to be removed at the County's expense and the County hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer and sustain by reason of the County's failure to remove them.

10. COMPLIANCE WITH LAWS, ORDINANCES, ETC: Throughout the term of this Lease, 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 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, however, the County retains the right to self insure.

11. COUNTY'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

11.A. The County shall obtain and maintain, during the full term of this Lease and any extension thereof, a policy of public liability insurance with bodily injury or death and property damage limits of \$200,000 (two hundred thousand dollars) per an individual claim, and \$500,000 (five hundred thousand dollars) per total claims that arise from the same occurrence. The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, 1986 MD. Ann. Code, Cts & Jud. Proce. Sec. 5-301 et seq. (2006 Repl. Vol) as amended (the "LGTC"). If the LGTCA is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

11.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.

11.C. The County agrees to hold harmless and defend the Landlord from and against any and all damages arising solely out of the County's use of the Leased Premises which are caused by any act or omission of the County, or its employees, except to the extent that claims arise from the acts or omissions of the Landlord, the Landlord's employees, and contractors. 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. The Landlord agrees to hold harmless and defend the County from and against any and all damages arising solely out of the activities on the Leased Premises which are caused by any act or omission of the Landlord or its employees, except to the extent that claims arise from the acts or omissions of the County, or the County's employees.

11.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 the Landlord shall not be liable for any damage to or loss of such personal property except to the degree damage arises out of the wrongful acts or omission of the Landlord, Landlord's agents, contractors or employees.

11.E. Not later than thirty (30) days following execution of this Lease, the County will deliver to the Landlord a certificate of insurance for the coverage specified, above.

11.F. Any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by 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 "LGTC"); 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 any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

12. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

12.A. The Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of Three million dollars (\$3,000,000) including fire legal liability, contractual liability, products and completed operations, and personal injury.

12.B. The Landlord shall carry an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable value of the property. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage.

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

12.D. The Landlord will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Premises, or the occupancy or use by the Landlord of the Leased Premises or any part thereof including exterior areas, to the extent caused by any wrongful act or omission of the Landlord, its agents, contractors, or employees, excepting claims arising out of the negligent acts or omissions of the County or the County's employees. The 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.

13. OTHER DAMAGE:

13.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, or County contractors, employees of the County and contractors to the Leased Premises shall be repaired by the County, at 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 any charge or cost so incurred by Landlord shall be paid by the County with the right on the part of Landlord to elect in its discretion to regard the

same as Additional Rent, in which event such cost or charge shall become Additional Rent payable with the installment of rent next becoming due or thereafter falling 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 rights and remedies which Landlord has or may have in these circumstances.

13.B. The County shall give Landlord prompt written notice of any accident to or defect in the pipes, sprinkler system, heating or air conditioning apparatus, or electric wires or system located within the Leased Premises, of which it is aware, in order that it may be remedied by Landlord.

13.C. Landlord assumes no liability or responsibility whatever with respect to the conduct and operation of the business to be conducted in the Leased Premises.

14. GOOD ORDER AND REPAIR: The County covenants and agrees to maintain the Leased Premises in good order, repair and condition.

15. FURNITURE, TRADE FIXTURES AND EQUIPMENT: The County may install in or on the Leased Premises any furniture, trade fixtures, and equipment necessary in the conduct of the County's Use, and the same shall remain the property of the County. The County shall remove all such furniture, trade fixtures and equipment at the expiration of this Lease. In the event any damage is done to the Leased Premises in the installation or removal of said furniture, trade 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 for the cost of such repairs.

16. SIGNS: Landlord, at Landlord's sole cost and expense shall provide directory strips on the Building directory and suite entry signage to the Leased Premises.

17. LANDLORD'S ACCESS: Landlord shall have the right at all reasonable times, after contacting the County with 24 hours prior notice (except in emergencies), 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 six (6) months of the Lease Term

but with 24 hours prior notice 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.

18. ASSIGNMENT AND SUBLETTING: The County shall have the right to assign this Lease only to other Montgomery County Agencies with the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or denied.

19. DEFAULT:

19.A. By County: Any one of the following events shall constitute an event of default by the County under this Lease: (i) if the County fails to pay any Rent (or any installment thereof or additional rent) within ten (10) days after the same shall be due and payable and again fails to pay within ten (10) days after the County receives Landlord's written notice of the failure to pay. (ii) if the County shall breach or substantially fail in the observance or performance of any of the material 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 sixty (60) 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. The County's exercise of its option to terminate under Paragraph 32 shall not be construed to constitute a "failure to pay rent".

19.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 period.

19.C. Landlord's Remedies: In the event of default by the County under this Lease, then and in each and every event from thenceforth, and at all times thereafter, at the option of Landlord, the County's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to possession of

the Leased Premises and to re-enter the same without demand of rent or demand of possession of the Leased Premises and may forthwith proceed to recover possession of the Leased Premises by process of law. In event of 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.

If under the provisions of this Lease, a summons or other applicable summary process shall be served, pursuant to the law of the State of Maryland, 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 or by the County unless such waiver shall be in writing signed by Landlord or the County. No payment by the County or receipt by Landlord of a lesser amount than the monthly installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or 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.

19.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, and such failure or neglect is not remedied within sixty (60) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County specifying the default, then the County, at the County's option, may pursue any equitable and legal remedies available to the County.

20. EMINENT DOMAIN: If the whole or a substantial part of the Building or the Leased Premises (25% or more) 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 Building or 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) rent and the County's proportionate share shall be reduced by the ratio that the portion so taken bears to the rentable square footage of the Leased Premises before such taking, effective as of the date when title vest 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 claim for compensable relocation expenses and for the taking of any of the County's property (other than its leasehold interest in the 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.

21. DAMAGE TO LEASED 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 Annual Base Rent and Additional Rent shall not be abated. If by reason of any such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the Annual Base Rent and Additional Rents meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly at its own expense cause such damage to be repaired and the Annual Base Rent and Additional 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. If fifty percent (50%) or more of the Building is destroyed, the Lease can be terminated by the Landlord or the County.

22. 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, replacement 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 a Lease or 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, termination of Lease or otherwise, the County shall, without charge, attorn to such successor-in-interest upon written request from Landlord, using the form attached hereto as Lease Exhibit "C", Subordination, Non-Disturbance and Attornment Agreement.

23. 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 using the form attached hereto as contained in Lease Exhibit "D", Estoppel Certificate.

24. 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 the Landlord in broom clean condition and in good repair, wear and tear excepted. In the event that the County shall hold

over after the expiration of this Lease, and any renewals thereof without the consent of Landlord, the tenancy created by such holding over shall be month-to-month tenancy only, but in all other respects shall be governed by the terms of this Lease, provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such holdover. If the County shall hold over after the expiration of this Lease, and any renewals thereof, it shall, in the absence of any agreement to the contrary, be month-to-month tenancy with Annual Base Rent payable at a rate of one and one-quarter (125%) times the monthly amount in effect during the last month of the expiring Lease Term (or Renewal Term), plus Additional Rent due under this Lease.

25. LANDLORD AND COUNTY NOT PARTNERS: It is expressly understood that Landlord shall not be construed or held to be a partner or associate of the County, nor shall the County be construed or held to be a partner or associate of the Landlord; it being expressly understood that the relationship between the Parties hereto is and shall remain at all times that of landlord and tenant.

26. 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. Landlord further covenants that the County, on paying the Rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this Lease, and any extension or renewals hereof.

27. LANDLORD'S LIABILITY: The County and its successors and assigns and any one claiming derivatively through County, shall look solely to the equity of the then owner of the Building and the Leased Premises for the satisfaction of remedies by County or any other party in the event of a breach by the Landlord of any of its obligations hereunder.

28. 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, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service through Act of God or other cause beyond the control of either Party.

29. GENERAL PROVISIONS:

29.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 and instrument in writing duly executed by the Parties hereto.

29.B. Rights and Remedies : In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and 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 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

29.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.

29.D. Accord and Satisfaction: No payment shall be deemed an accord and satisfaction.

29.E. Assignment by Landlord: Landlord may assign its rights with written notice to the County. Landlord may also delegate its obligations under this Lease to a bona fide third-party purchaser for value with written notice to the County and Landlord shall have no further obligations under this Lease after County has notice of the delegation except for those obligations that accrued prior to the delegation of this Lease.

29.F. Captions: Unless used otherwise, captions and numbers do not affect the Lease.

29.G. No Option: The submission of this document is not an offer, option or reservation to purchase the Building or the Leased Premises.

29.H. Broker's Commission: The parties hereto agree that no other broker was involved in procuring or negotiating this Lease other than Jones Lang LaSalle Brokerage, Inc. (whose fees are the sole responsibility of the Landlord and will be paid under a separate agreement by Landlord), and the parties hereto agree to hold each other harmless from any and all claims from any other brokerage fees.

29.K. Time of Essence: Time is of the essence in the performance of all of Landlord's and the County's obligations under this Lease.

30. NON-DISCRIMINATION: The 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.

31. ETHICS REQUIREMENTS. 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.

32. NON-APPROPRIATION:

32.A. Obligations Subject to Appropriation: Landlord and County acknowledge and agree that, so long as the County is the tenant under this Lease, this Lease is subject to the annual appropriation of funds.

32.B. Effect of Failure to appropriate: If the County fails to appropriate, on or before May 31st of any calendar year, sufficient funds for full payment of the rent and performance of the County's other

obligations under this Lease for the County's next fiscal year (i.e., the period commencing on the next July 1st and ending the following June 30th), for any reason whatsoever, this Lease will automatically terminate at 11:59 p.m. on June 30th of the current fiscal year.

32.C. Landlord Entitled to Stipulated Sum: County shall give Landlord a minimum of thirty (30) days notice of the lack of appropriation. Termination under this Paragraph 32 does not constitute an event of default by the County. If County elects to terminate this Lease, they shall pay to Landlord all unamortized cost of this transaction, as set forth in the attached Exhibit B, "Unamortized Costs Schedule". The amount paid shall be the amount shown in the balance column.

33. 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 proper court in Montgomery County.

34. 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:

EXCHANGE JOINT VENTURE
c/o HBW Group
Suite 200
1055 First Street
Rockville, MD 20852.

To the County:

MONTGOMERY COUNTY, MARYLAND
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor

Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy that does not constitute notice to:

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

35. HAZARDOUS WASTE:

35.A. The County will not use, generate, manufacture, produce, store, release, discharge, or dispose of on 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.

35.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).

35.C. The County shall give prompt written notice to Landlord of:

(i) 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;

(ii) 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

(iii) The County's discovery of any occurrence or condition on 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.

35.E. Subject to the Statutory Limitations, the County shall protect, indemnify and hold harmless Landlord, and assigns from and against any and all loss, damage, cost, expense or liability

(including attorney 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 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 Premises, or of any interest in this Lease, and shall be governed by the laws of the State of Maryland.

35.F. In the event that the County's occupancy of or activities in the Leased Premises cause any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") to be 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 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 attorney 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 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.

35.G. "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on 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.

35.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.

35.I. Landlord represents that to its actual knowledge there is no environmental contamination on the 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.

36. PARKING:

36.A. General Parking: The Landlord shall provide the County with a ratio of 3.0 unreserved parking spaces per 1,000 rentable square feet leased in the parking area that is immediately adjacent to the building ("General Parking"). General Parking shall be at no additional cost to the County during the Term and any Renewal Options under the Lease.

36. B. Additional Parking: Tenant shall have the right to additional parking pursuant to the license agreement dated September 30th, 1996 per Exhibit H, "Parking License Agreement". At Tenant's sole option, the Landlord shall provide the County with thirty (30) non-designated parking spaces and pedestrian and vehicular access to the parking spaces as shown on the attached Exhibit F, "Parking Area Designation" during the Term and any Renewal Options under the Lease. Article 2 of the Parking License Agreement shall be amended to state 'Either Licensor or Licensee shall have the right to terminate this Agreement upon giving one hundred twenty (120) days' written notice to the other of its intention to terminate. All other terms of Article 1 shall remain in force.

36.C. The County agrees to comply and shall cause its officers, employees and contractors to comply with all rules and regulations promulgated by Landlord with respect to General Parking and the Additional Parking with respect to the parking of vehicles. Any changes which the County may request regarding the use of said parking spaces shall be made by written notice to Landlord.

37. OUTSIDE AREA/PLAYGROUND AREA. The Landlord shall provide to the County the exclusive use of an outside area for the purpose of erecting an outdoor play area for the use of children, with the location and specifications further defined on the attached Exhibit G, "Outside Area/Parking Area". The County shall be responsible for the permitting, installation, maintenance and repair of all equipment. Upon the expiration/ termination of this Lease, the County shall be responsible for removal of the equipment and repair of the parking surface if necessary. In addition to the foregoing and in addition to parking provided in Article 36. A and 36. B, the Landlord agrees to license five (5) parking spaces directly to the County's contract program at a monthly rate of \$45.00 per parking space for the exclusive

use of an outside play area for children for the Term of the Lease, and any Renewal Option as defined herein.

38. AMERICAN WITH DISABILITIES ACT: Landlord represents and warrants to the County that the Building and the Leased Premises, including but not limited to a) entrance doors, b) lobby areas, c) stair wells, d) elevators, e) HVAC Mechanical systems and f) restrooms will be in compliance with, and will continue to comply with, all statutes, laws, by laws, ordinances, rules, regulations, directives, orders and requirements of all governmental, quasi-governmental or regulatory authorities or agencies including without limitation, police, fire, health and environmental authorities or agencies, including but not limited to the American with Disabilities Act and the ASHRE standard for fresh air mix. Additionally, any deficiency in the same shall a) be corrected by the Landlord at its sole cost and expense and b) be completed prior to the Lease Commencement Date.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

RL

LANDLORD:

EXCHANGE JOINT VENTURE

By: Peter W. Watkins agent

Name: PETER W. WATKINS

Title: AGENT

Date signed: 3/19/12

WITNESS:

Lisa Austin

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson
Ramona Bell-Pearson
Assistant Chief Administrative Officer

Date signed: _____

APPROVED AS TO FORM AND
LEGALITY
OFFICE OF THE COUNTY
ATTORNEY

By: Assistant County Attorney

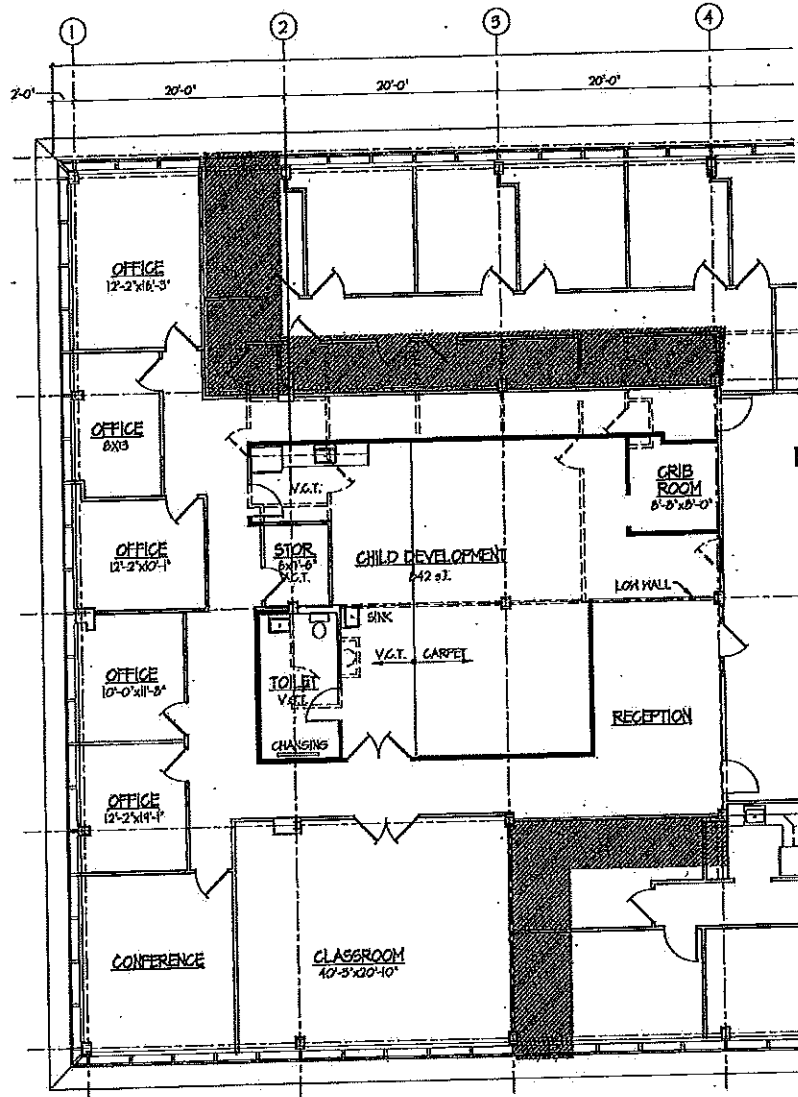
Date signed: 3/7/12

RECOMMENDED

By: Cynthia Brenneman
Cynthia Brenneman, Director of
Real Estate

Date signed: 2/26/12

Lease Exhibit "A" Leased Premises.



SEVENTH FLOOR PLAN 1/8" = 1'-0"
 41/12 RENTABLE SF.
 SCHEME 1 (11/11)
 SCHEME 2 (12/08/11)

Lease Exhibit "B" Landlord's Scope of County's Improvements

451 7th floor

February 7, 2012
Prepared By: LSP
Rentable S.F.: 4,172
Construction S.F.: 4,172



PROPOSAL BREAK DOWN			
DIVISION-DESCRIPTION	SSQ.FT.	SUBTOTAL	TOTALS
1-GENERAL CONDITIONS			
2-DEMOLITION			
3-CONCRETE			
4-MASONRY			
5-METALS			
6-WOODS & PLASTICS			
MISC. CARPENTRY			
ARCHITECTURAL WOODWORKING			
7-THERMAL & MOISTURE PROTECTION			
8-DOORS & WINDOWS			
DOORS, FRAMES AND HARDWARE			
GLASS AND GLAZING			
9-FINISHES			
DRYWALL AND ACOUSTICAL CEILING			
CERAMIC TILE AND STONE WORK			
CARPET, VINYL TILE AND BASE			
PAINTING AND WALL COVERING			
10-SPECIALTIES			
15-MECHANICAL			
HVAC			
PLUMBING			
FIRE SPRINKLER SYSTEMS			
16-ELECTRICAL			
BUILDING PERMIT			
CONTINGENCY			

<div> Submitted by: Date Palmer - 240-372-5128 Prepared by: Date Palmer - 240-372-5128 </div>	TOTAL DIRECT COST:	
	FEE:	
	TOTAL PROJECT COST:	
	PAYMENT & PERFORMANCE BOND:	
	TOTAL COST:	
TOTAL COST PER RENTABLE SQUARE FOOT:		
TOTAL COST PER CONSTRUCTION SQUARE FOOT:		

Lease Exhibit "C"

Lease Subordination, Non-Disturbance, and Attornment Agreement

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this ____ day of _____, 20__ 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 "The County"), (the Lender, the Landlord, and the County together the "Parties").

RECITALS

A. Landlord and The County have entered into a certain lease agreement dated _____, 20__ [and amended _____, 20__] (the "Lease") for the premises consisting of _____ square feet, more or less (the "Leased Premises"). The Leased Premises are part of the property located in Montgomery County, Maryland known as Parcel _____ on Tax Map _____, commonly known as [street address], and more particularly described on EXHIBIT A, attached and incorporated as if fully set forth (the "Property").

B. Lender and the Landlord have represented to the County 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. The County has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided the County is assured of continued occupancy of the Premises under the Terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement, and the payment of the sum of \$10.00 by the Lender to the County, 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. The County acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and the County expressly consents to the assignment. The County 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 County 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 the County to the Lender at the

address specified below or as otherwise specified in writing by the Lender to the County. the County agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that the County 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 COUNTY'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 THE COUNTY 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 County 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 the County to the Lender under this Agreement.

2. Nondisturbance. The Lender agrees with the County that, in the event that the Lender becomes the fee simple owner of the Property, so long as the County complies with and performs all of the County'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 County, 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 the County's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize the County as the County 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 THE COUNTY 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 County agrees that if Lender becomes the fee simple owner of the Property and provides the County with written notice of the change in ownership, the County will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease Term, and the County 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, the County 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 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 County 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 County may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed 60 days as may be necessary for the Lender to complete the cure.

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

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

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

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

If to the Lender, to:

If to the Landlord, to:

with a copy that does
not constitute notice to:

If to the County, to:

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

with a copy that does
not constitute notice to:

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

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

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

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

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

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

LENDER

By: _____

Printed Name: _____

Date: _____

Notary jurat for Lender

LANDLORD

By: _____

Printed Name: _____

Date: _____

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____, 20 ____, before me, a notary public in and for the State of Maryland, personally appeared ____, who acknowledged himself to be the managing member of the ____, and that he, as such managing member, 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 managing member.

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:

Lease Exhibit "E" Estoppel Certificate Form

TENANT ESTOPPEL CERTIFICATE

TO:

RE:

It is our understanding that you have agreed to purchase the Property, and that _____ ("Lender") has agreed to provide you with deed of trust financing to be secured by the Property. We further understand that both you and your Lender have required as a condition precedent thereof this certification by the undersigned.

The undersigned (the "Tenant"), under that certain Lease (the "Lease") between the Tenant and _____ (the "Landlord"), hereby ratifies the Lease and certifies to you the following:

1. A true, correct and complete copy of the Lease, dated _____, together with all amendments thereto, is attached to this Certificate. The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except by the agreement(s), if any, which are attached hereto as a part of the Lease, and which are listed below:

_____, dated _____

2. The Tenant's Premises, as defined in the Lease, is _____, and the Premises has been completed in accordance with the terms of the Lease. Tenant accepted possession and occupied said Premises, thereby commencing the beginning of the lease term on _____.

3. There are _____ square feet contained in the Premises.

4. The minimum rent currently payable under the Lease is in the amount of \$ _____ per month which has been paid through _____, 2010; and except for the current month, if paid, no rental has been paid in advance. There are no outstanding periods of free or reduced rent due the Tenant.

5. The Tenant currently pays as additional rent a fixed percentage equal to _____% of the Operating Expenses of the Property and _____% of the Real Estate Taxes for the Property to the extent that those annual expenses exceed the base amounts designated in the Lease as follows:

Operating Expense Base Amount: _____
Real Estate Taxes Base Amount: _____

Current additional monthly payments for expense reimbursements are \$ _____ per month for Operating Expenses, and \$ _____ per month for Real Estate Taxes.

6. There exist no defenses or offsets to enforcement of the Lease by the Landlord, and there are, as of the date hereof, no defaults or breaches on the part of the Landlord under the Lease, and no facts have occurred nor circumstances exist which, with the giving of notice, or lapse of time, or both, could give rise to or constitute a default or breach on the part of the Landlord.

7. The Tenant's security deposit, in the amount of _____, has been deposited with the Landlord. Tenant is not entitled to any interest on the security deposit.

8. The Lease represents the entire agreement between the Landlord and Tenant, and neither the Tenant, nor any affiliate of the Tenant has any other contractual relationships with the Landlord, or any affiliate of the Landlord.

9. There are no subleases in effect for all or any part of the Premises.

10. The term of the Lease expires on _____, and the Tenant has no options to extend the term, to terminate the lease, to lease additional space, or to purchase the Property, except for those specifically listed below:

_____, pursuant to Section _____ of the Lease.

11. The Tenant is not in default in performing or complying with any of the terms and provisions of the Lease.

12. All required contributions by Landlord to Tenant on account of Tenant's constructed improvements (if any) have been received by the Tenant. All required commissions due any broker or other representative of Tenant in connection with the Lease have been paid in full.

13. Tenant is aware that Landlord has or will execute an Assignment of the Lease to _____ (the "Purchaser") and Tenant hereby agrees to pay all rents due under its Lease to the Purchaser, its successors or assigns, upon the written notification by Landlord that the Property has been conveyed and that the Landlord has assigned its right to collect the rent in accordance with the terms of said agreement. In the event of such Assignment, Tenant agrees to look solely to Landlord for any and all claims arising prior to the date of such Assignment, and solely to Purchaser for any and all claims arising on or after the date of such Assignment.

14. The address for notices to be given to the Tenant pursuant to the Lease is as set forth in the Lease, or as set forth below.

15. Tenant agrees to provide Lender copies of any and all notices given under the Lease. Such notices shall be sent to Lender at the following address (or such other address as Lender may designate):

16. Tenant is not currently a debtor in any bankruptcy, reorganization, arrangement or insolvency proceedings.

17. Tenant has received no notice of prior sale, transfer, assignment, hypothecation or pledge of the said Lease or of the rents secured therein, except to above described Lender.

18. If Lender or its designee succeeds to Landlord's interest in the Property or if a sale by power of sale or foreclosure occurs, Tenant shall attorn to Lender, its designee or a purchaser at such sale as its landlord.

19. In connection with its use and occupancy of the Premises, Tenant is not and will not become engaged in the production, treatment, release or storage of hazardous or toxic substances which pose a substantial risk of imminent damage to public health or safety or to the environment.

This Certificate may be relied upon by you or your assignee, your Lender and the respective successors and assigns of all such parties. The party executing this Estoppel Certificate on behalf of the Tenant is duly authorized to execute and deliver this Estoppel Certificate to you and your Lender.

IN WITNESS WHEREOF, the undersigned has executed this Estoppel Certificate on the ____ day of _____, 20__.

Tenant: _____

By: _____

Print Name: _____

Title: _____

Address: _____

If applicable, any Guarantor shall be required to join herein to confirm its Guaranty of Lease

Lease Exhibit "B" Unamortized Costs Schedule

Summary

Principal borrowed: \$1,211,341.76
Regular Payment amount: \$13,448.38
Final Balloon Payment: \$0.00
Interest-only payment: \$6,056.71
*Total Repaid: \$1,613,805.60
*Total Interest Paid: \$402,463.84
Annual Payments: 12
Total Payments: 120 (10.00 years)
Annual interest rate: 6 .00%
Periodic interest rate: 0 .5000%
Debt Service Constant: 13 .3225%
*Total interest paid as a percentage of Principal: 33 .225%

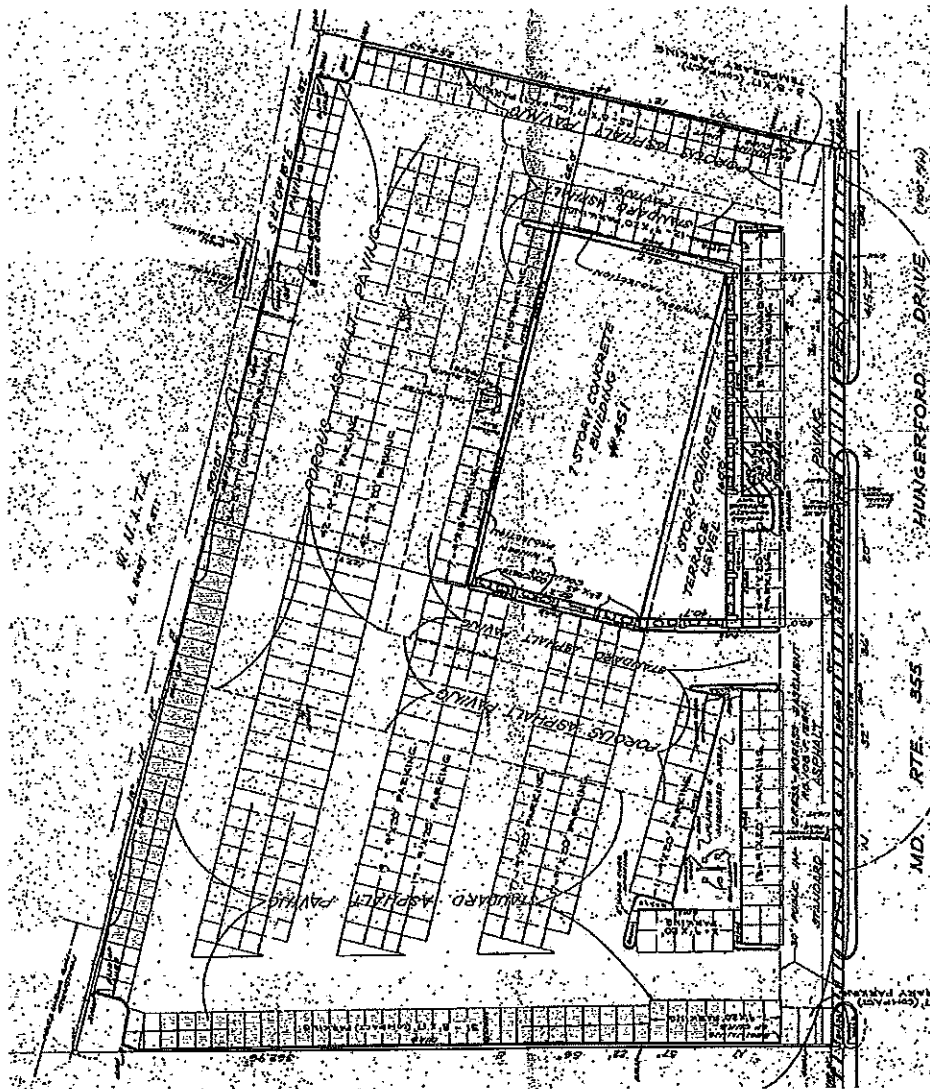
	Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1		7,391.67	6,056.71	7,391.67	6,056.71	1,203,950.09
2		7,428.63	6,019.75	14,820.30	12,076.46	1,196,521.46
3		7,465.77	5,982.61	22,286.07	18,059.07	1,189,055.69
4		7,503.10	5,945.28	29,789.17	24,004.35	1,181,552.59
5		7,540.62	5,907.76	37,329.79	29,912.11	1,174,011.97
6		7,578.32	5,870.06	44,908.11	35,782.17	1,166,433.65
7		7,616.21	5,832.17	52,524.32	41,614.34	1,158,817.44
8		7,654.29	5,794.09	60,178.61	47,408.43	1,151,163.15
9		7,692.56	5,755.82	67,871.17	53,164.25	1,143,470.59
10		7,731.03	5,717.35	75,602.20	58,881.60	1,135,739.56
11		7,769.68	5,678.70	83,371.88	64,560.30	1,127,969.88
12		7,808.53	5,639.85	91,180.41	70,200.15	1,120,161.35
13		7,847.57	5,600.81	99,027.98	75,800.96	1,112,313.78
14		7,886.81	5,561.57	106,914.79	81,362.53	1,104,426.97
15		7,926.25	5,522.13	114,841.04	86,884.66	1,096,500.72
16		7,965.88	5,482.50	122,806.92	92,367.16	1,088,534.84
17		8,005.71	5,442.67	130,812.63	97,809.83	1,080,529.13
18		8,045.73	5,402.65	138,858.36	103,212.48	1,072,483.40
19		8,085.96	5,362.42	146,944.32	108,574.90	1,064,397.44
20		8,126.39	5,321.99	155,070.71	113,896.89	1,056,271.05
21		8,167.02	5,281.36	163,237.73	119,178.25	1,048,104.03
22		8,207.86	5,240.52	171,445.59	124,418.77	1,039,896.17
23		8,248.90	5,199.48	179,694.49	129,618.25	1,031,647.27
24		8,290.14	5,158.24	187,984.63	134,776.49	1,023,357.13
25		8,331.59	5,116.79	196,316.22	139,893.28	1,015,025.54
26		8,373.25	5,075.13	204,689.47	144,968.41	1,006,652.29
27		8,415.12	5,033.26	213,104.59	150,001.67	998,237.17
28		8,457.19	4,991.19	221,561.78	154,992.86	989,779.98
29		8,499.48	4,948.90	230,061.26	159,941.76	981,280.50
30		8,541.98	4,906.40	238,603.24	164,848.16	972,738.52

	Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
31		8,584.69	4,863.69	247,187.93	169,711.85	964,153.83
32		8,627.61	4,820.77	255,815.54	174,532.62	955,526.22
33		8,670.75	4,777.63	264,486.29	179,310.25	946,855.47
34		8,714.10	4,734.28	273,200.39	184,044.53	938,141.37
35		8,757.67	4,690.71	281,958.06	188,735.24	929,383.70
36		8,801.46	4,646.92	290,759.52	193,382.16	920,582.24
37		8,845.47	4,602.91	299,604.99	197,985.07	911,736.77
38		8,889.70	4,558.68	308,494.69	202,543.75	902,847.07
39		8,934.14	4,514.24	317,428.83	207,057.99	893,912.93
40		8,978.82	4,469.56	326,407.65	211,527.55	884,934.11
41		9,023.71	4,424.67	335,431.36	215,952.22	875,910.40
42		9,068.83	4,379.55	344,500.19	220,331.77	866,841.57
43		9,114.17	4,334.21	353,614.36	224,665.98	857,727.40
44		9,159.74	4,288.64	362,774.10	228,954.62	848,567.66
45		9,205.54	4,242.84	371,979.64	233,197.46	839,362.12
46		9,251.57	4,196.81	381,231.21	237,394.27	830,110.55
47		9,297.83	4,150.55	390,529.04	241,544.82	820,812.72
48		9,344.32	4,104.06	399,873.36	245,648.88	811,468.40
49		9,391.04	4,057.34	409,264.40	249,706.22	802,077.36
50		9,437.99	4,010.39	418,702.39	253,716.61	792,639.37
51		9,485.18	3,963.20	428,187.57	257,679.81	783,154.19
52		9,532.61	3,915.77	437,720.18	261,595.58	773,621.58
53		9,580.27	3,868.11	447,300.45	265,463.69	764,041.31
54		9,628.17	3,820.21	456,928.62	269,283.90	754,413.14
55		9,676.31	3,772.07	466,604.93	273,055.97	744,736.83
56		9,724.70	3,723.68	476,329.63	276,779.65	735,012.13
57		9,773.32	3,675.06	486,102.95	280,454.71	725,238.81
58		9,822.19	3,626.19	495,925.14	284,080.90	715,416.62
59		9,871.30	3,577.08	505,796.44	287,657.98	705,545.32
60		9,920.65	3,527.73	515,717.09	291,185.71	695,624.67
61		9,970.26	3,478.12	525,687.35	294,663.83	685,654.41
62		10,020.11	3,428.27	535,707.46	298,092.10	675,634.30
63		10,070.21	3,378.17	545,777.67	301,470.27	665,564.09
64		10,120.56	3,327.82	555,898.23	304,798.09	655,443.53
65		10,171.16	3,277.22	566,069.39	308,075.31	645,272.37
66		10,222.02	3,226.36	576,291.41	311,301.67	635,050.35
67		10,273.13	3,175.25	586,564.54	314,476.92	624,777.22
68		10,324.49	3,123.89	596,889.03	317,600.81	614,452.73
69		10,376.12	3,072.26	607,265.15	320,673.07	604,076.61
70		10,428.00	3,020.38	617,693.15	323,693.45	593,648.61
71		10,480.14	2,968.24	628,173.29	326,661.69	583,168.47
72		10,532.54	2,915.84	638,705.83	329,577.53	572,635.93
73		10,585.20	2,863.18	649,291.03	332,440.71	562,050.73
74		10,638.13	2,810.25	659,929.16	335,250.96	551,412.60
75		10,691.32	2,757.06	670,620.48	338,008.02	540,721.28
76		10,744.77	2,703.61	681,365.25	340,711.63	529,976.51
77		10,798.50	2,649.88	692,163.75	343,361.51	519,178.01
78		10,852.49	2,595.89	703,016.24	345,957.40	508,325.52
79		10,906.75	2,541.63	713,922.99	348,499.03	497,418.77

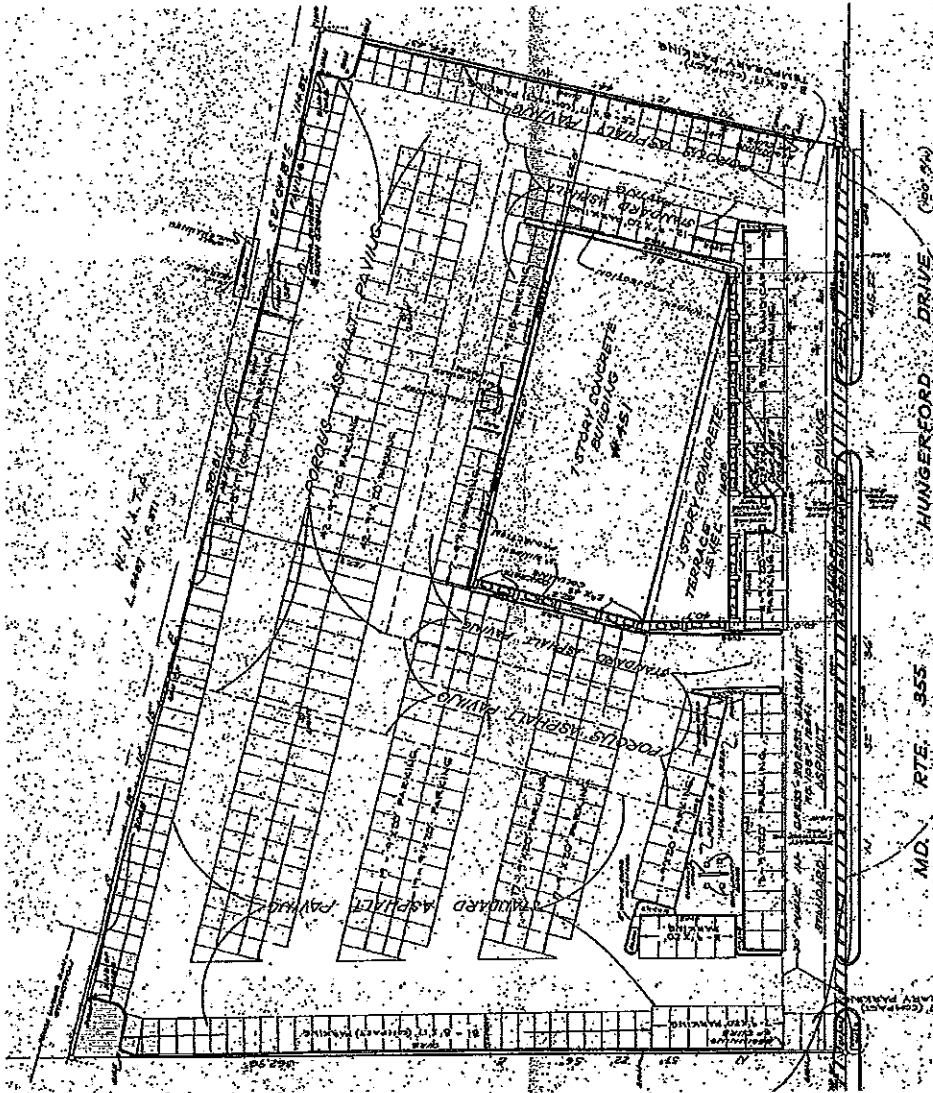
	Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
80		10,961.29	2,487.09	724,884.28	350,986.12	486,457.48
81		11,016.09	2,432.29	735,900.37	353,418.41	475,441.39
82		11,071.17	2,377.21	746,971.54	355,795.62	464,370.22
83		11,126.53	2,321.85	758,098.07	358,117.47	453,243.69
84		11,182.16	2,266.22	769,280.23	360,383.69	442,061.53
85		11,238.07	2,210.31	780,518.30	362,594.00	430,823.46
86		11,294.26	2,154.12	791,812.56	364,748.12	419,529.20
87		11,350.73	2,097.65	803,163.29	366,845.77	408,178.47
88		11,407.49	2,040.89	814,570.78	368,886.66	396,770.98
89		11,464.53	1,983.85	826,035.31	370,870.51	385,306.45
90		11,521.85	1,926.53	837,557.16	372,797.04	373,784.60
91		11,579.46	1,868.92	849,136.62	374,665.96	362,205.14
92		11,637.35	1,811.03	860,773.97	376,476.99	350,567.79
93		11,695.54	1,752.84	872,469.51	378,229.83	338,872.25
94		11,754.02	1,694.36	884,223.53	379,924.19	327,118.23
95		11,812.79	1,635.59	896,036.32	381,559.78	315,305.44
96		11,871.85	1,576.53	907,908.17	383,136.31	303,433.59
97		11,931.21	1,517.17	919,839.38	384,653.48	291,502.38
98		11,990.87	1,457.51	931,830.25	386,110.99	279,511.51
99		12,050.82	1,397.56	943,881.07	387,508.55	267,460.69
100		12,111.08	1,337.30	955,992.15	388,845.85	255,349.61
101		12,171.63	1,276.75	968,163.78	390,122.60	243,177.98
102		12,232.49	1,215.89	980,396.27	391,338.49	230,945.49
103		12,293.65	1,154.73	992,689.92	392,493.22	218,651.84
104		12,355.12	1,093.26	1,005,045.04	393,586.48	206,296.72
105		12,416.90	1,031.48	1,017,461.94	394,617.96	193,879.82
106		12,478.98	969.40	1,029,940.92	395,587.36	181,400.84
107		12,541.38	907.00	1,042,482.30	396,494.36	168,859.46
108		12,604.08	844.30	1,055,086.38	397,338.66	156,255.38
109		12,667.10	781.28	1,067,753.48	398,119.94	143,588.28
110		12,730.44	717.94	1,080,483.92	398,837.88	130,857.84
111		12,794.09	654.29	1,093,278.01	399,492.17	118,063.75
112		12,858.06	590.32	1,106,136.07	400,082.49	105,205.69
113		12,922.35	526.03	1,119,058.42	400,608.52	92,283.34
114		12,986.96	461.42	1,132,045.38	401,069.94	79,296.38
115		13,051.90	396.48	1,145,097.28	401,466.42	66,244.48
116		13,117.16	331.22	1,158,214.44	401,797.64	53,127.32
117		13,182.74	265.64	1,171,397.18	402,063.28	39,944.58
118		13,248.66	199.72	1,184,645.84	402,263.00	26,695.92
119		13,314.90	133.48	1,197,960.74	402,396.48	13,381.02
120		*13,381.02	66.91	1,211,341.76	402,463.39	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

Lease Exhibit "F" Designated Parking Area



Lease Exhibit "G": Outside Play Area



Lease Exhibit "IF": Parking License Agreement

LICENSE AGREEMENT

THIS AGREEMENT, MADE THIS 30 DAY OF ~~September~~ September, 1996, by and between HBW Group, agent for Exchange Joint Venture (hereinafter called the "Licensor") and Montgomery County, Maryland (hereinafter called "Licensee").

WHEREAS, the Licensee desires to use on a month-to month basis certain property owned by Licensor for the purpose of temporary parking and access thereto;

WHEREAS, Licensor is agreeable to such use of certain parking facilities and access thereto that are part of the Exchange Plaza Building;

NOW THEREFORE, in consideration of the mutual terms and conditions stated below, the parties agree as follows:

1. The Licensor does hereby provide to Licensee the space described as consisting of thirty (30) non-designated parking spaces and pedestrian and vehicular access to the parking spaces as shown on Exhibit A, attached hereto and incorporated herein (hereinafter the "Premises").
2. The term of the Agreement shall be on a month-to-month basis, commencing on July 1, 1996 and ending no later than January 31, 1999. Either Licensor or Licensee shall have the right to terminate this Agreement upon giving thirty (30) days' written notice to the other of its intention to so terminate.
3. The Licensee will pay as rent the sum of One Thousand Three Hundred Fifty Dollars (\$1,350) per month during the term of the Agreement to be paid in advance on the first day of each month of the term period, to and at the offices of Exchange Joint Venture, c/o HBW Group, 900 Hungerford Drive, Suite 200, Rockville, Maryland 20850. The Licensee agrees to pay to the Licensor as additional rent a late fee equal to 3% of any amount due for monthly rent if the rental payment is not made within five (5) days of its due date. Rental shall be prorated for any month during which the Licensee occupies the Premises for less than 30 days. Licensee shall not be charged or assessed any other additional rental, utility charge, taxes, or any other expense incidental to or associated with this Agreement and the use of the Premises.

4. The Licensee shall use and occupy the Premises for the purposes of providing temporary satellite parking facilities for the 401 Hungerford Drive Office Building.
5.
 - A. The Premises are licensed in an "as is" condition, with existing lighting and parking lot striping. No changes will be made by either party to the parking arrangements and layout.
 - B. If deemed necessary, by agreement of Licensor and Licensee, the Licensor shall install signage, at the Licensor's expense, to indicate that the Licensee's parking spaces are reserved for Licensee's use, in the event that, during the term of the Agreement, a problem develops with unauthorized use of Licensee's parking area by others.
6. Licensor grants a temporary easement to Licensee and Licensee's guests, invitees, employees, etc. on and over the driving aisles of the Exchange Plaza property for the purpose of access to and from the Premises for the duration of this Agreement.
7. Licensor will provide lighting for the Premises as is now existing at Licensor's sole cost and expense. Licensor will provide and be responsible for normally and regularly scheduled services for the Premises as provided for the remainder of the Exchange Plaza parking lot, including snow removal and usual cleaning of the parking lot.
8. Licensee shall be responsible for any damage to the Premises arising directly out of the use and occupancy of the Premises by Licensee and will, in the event of damage, repair or cause to be repaired the Premises to the condition they were in upon delivery to the Licensee.
9.
 - A. Licensee will indemnify and hold harmless the Licensor against liability for any claims or demands for personal injury or property damage arising directly out of the Licensee's use of the Premises, excepting claims which may be filed as a result of the negligence of Licensor, his agents, assigns, or employees. This indemnification is conditioned upon Licensor providing Licensee with prompt written notice within thirty

(30) days of the existence of any such claim or demand of which the Licensor may have knowledge.

B. Licensor will indemnify and hold harmless the Licensee against liability for any claims or demands for personal injury or property damage arising from latent defects or other structural or security related deficiencies associated with the parking facilities, excepting claims which may be filed as a result of the negligence of the Licensee, his agents, assigns or employees. This indemnification is conditioned upon Licensee providing Licensor with prompt written notice within thirty (30) days of the existence of any such claim or demand of which Licensee may have knowledge.

10. The Licensor covenants that upon the payment of the rent herein provided and the performance by the Licensee of the covenants provided for herein, Licensee shall have and hold the Premises, free from any interference from the Licensor.
11. Upon the expiration or termination of this Agreement, Licensee will surrender the Premises to Licensor broom clean and in the same "as is" condition as when Licensee acquired the Premises, ordinary wear and tear excepted, and shall remove all of its property therefrom.
12. Any notice required or given hereunder by Licensor to Licensee shall be deemed to have been given if sent by registered or certified mail, postage prepaid, return receipt requested, if addressed to Montgomery County, Maryland, Department of Public Works and Transportation, Division of Facilities and Services, 110 N. Washington Street, Room 318, Rockville, Maryland, 20850, and if to Licensor: HBW Group, agent for Exchange Joint Venture, 900 Hungerford Drive, Rockville, Maryland, 20850.
13. **Non-Discrimination:** Licensor agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Licensor assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any

manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.

14. Contract Solicitation: Licenser represents that Licenser has not retained anyone to solicit or secure this Agreement from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bonafide employees or bonafide established commercial, selling or leasing agencies maintained by Licenser for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.
15. Public Employment: Licenser understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.
16. Non-Appropriation: This Agreement is subject to the appropriation of funds. If funds are not appropriated for any reason whatsoever, this Agreement will terminate automatically on July 1 of that year. Licensee shall give Licenser at least thirty (30) days written notice of the lack of appropriation. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.
17. Applicable Law: This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maryland.
18. Waiver: 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LICENSEE:
MONTGOMERY COUNTY, MARYLAND

By: _____

By: 
GORDON AOYAGI, SENIOR ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: 9/20/96

WITNESS:

LICENSOR:
~~HEWLETT-PACKARD~~ AGENT FOR ~~Exchange Corp.~~
EXCHANGE JOINT VENTURE

By: James J. Clark

By: Hanson Watkins

Title: Trustee

Date: 9/24/96

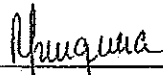
APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Prima Bell-Pearson

Date: September 10, 1996

DISKJ451PK.LSE

RECOMMENDED

By: 
REV. JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: 9/27/96