

LEASE

THIS LEASE (the "Lease") is entered into and made as of the 8th day of August, 2025 (the "Effective Date") by and between **TRIGILD IVL, LLC**, solely in its capacity as receiver for the specific assets of **BSREP II MD OFFICE ONE CENTRAL LLC**, a Delaware limited liability company, hereinafter called "Landlord," and **MONTGOMERY COUNTY MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter called "Tenant."

WITNESSETH:

Pursuant to that certain Order Appointing Receiver (the "Appointment Order"), entered January 9, 2025, in the Circuit Court for Montgomery County, Maryland, in Case No. C-15-CV-24-005597, Trigild IVL, LLC ("Receiver") was appointed as receiver of the building located at 11300 Rockville Pike, Rockville, Maryland 20852, as more particularly described in the Appointment Order (the "Receivership Estate"). References to "Landlord" herein shall also mean and refer to Receiver and its successors and assigns. This Lease is a part of the Receivership Estate.

Landlord, in consideration of the rents and covenants hereinafter set forth, does hereby demise, let and lease to Tenant, and Tenant does hereby hire, take and lease from Landlord, on the terms and conditions hereinafter set forth, the following described space, hereinafter called the "Premises," to have and to hold the same, with all appurtenances, unto Tenant for the term hereinafter specified.

1. DESCRIPTION OF THE PREMISES. The premises are deemed to consist of approximately 4,256 rentable square feet of space (the "rentable area") as shown on the demising plan attached as **Exhibit A**, measured in accordance with Building Owners and Managers Association International Standard Method for Measuring Floor Area in Office Buildings (ANSI/BOMA Z65.1-2017), located on the sixth floor of the building in Suite 680 (the "Premises"), in the building commonly known as One Central Plaza, 11300 Rockville Pike, Rockville, Maryland 20852 (hereinafter referred to as the "Building"), together with the non-exclusive right to use the common areas of the Building and the land ("Land") on which the Building is situated. Additionally, Tenant shall have the non-exclusive right to use the common area amenities located on the first (1st) and sixth (6th) floors of the Building during the Term of this Lease, subject to such reasonable rules and regulations promulgated by Landlord from time to time relating to such common area amenities.

2. TERM. The term of this Lease (the "Term") shall be for a period of thirty-eight (38) months, commencing on the later of (a) July 1, 2025, or (b) fourteen (14) days after the Effective Date (the "Commencement Date"), and ending on the Expiration Date (as herein defined), subject to adjustment as provided in Section 6 hereof. "Expiration Date" means (i) if the Commencement Date is the first day of a calendar month, the thirty-eighth (38th) month anniversary of the day immediately preceding the Commencement Date; or (ii) if the Commencement Date is not the first day of a calendar month, the thirty-eighth (38th) month anniversary of the last day of the calendar month in which the Commencement Date occurs, or such earlier date on which this Lease is terminated by Landlord pursuant to the terms hereof.

3. RENT**(a) Definitions.**

- (i) "Lease Year" shall mean the twelve-month period beginning on the Commencement Date and each anniversary thereof.
- (ii) "Base Year" shall mean the calendar year ending December 31, 2025.
- (iii) "Comparison Year" means the calendar year for which a Rent Adjustment computation is being made.
- (iv) "Tenant's Proportionate Share" of Landlord's Operating Expenses and Taxes shall mean the percentage determined by dividing the rentable area of the Premises by the total rentable area of the Building. Tenant's Proportionate Share is deemed to be one and 55/100 percent (1.55%). In the event the rentable area of the Building is increased or decreased, Tenant's Proportionate Share shall be recalculated and adjusted.

(v) "Taxes" shall mean all real estate taxes or service payments in lieu thereof, installments of special assessments, sewer charges, transit taxes, benefit charges, taxes based upon receipt of rent and any other federal, state or local governmental charge, or private imposition, whether general, special, ordinary or extraordinary (excluding net income, franchise, or other taxes based upon Landlord's net income or profit, unless imposed in lieu of real estate taxes or increases thereto), which shall now or hereafter be levied, assessed or imposed against the Building and the Land. Taxes shall also include all costs (including attorneys' fees) incurred in connection with any negotiations to reduce or to contest Taxes.

(vi) "Operating Expenses" shall mean all of Landlord's costs and expenses of repair, operation or maintenance of the Building and Land, including the common areas therewithin, as determined by Landlord in accordance with generally accepted accounting principles or other recognized accounting practices to the extent applicable to the expense at hand, consistently applied, including by way of illustration and not limitation: insurance premiums; personal property taxes on personal property used in operation; water, electrical, sewer, gas, lighting, heating, ventilation and air conditioning ("HVAC") and other utility charges other than utilities separately paid for by tenants and other charges described in Section 8 hereof; service and other charges incurred in the operation and maintenance of elevators and HVAC; cleaning services; cost of tools; supplies, materials and equipment, including the cost of service agreements on equipment, and any sales, use, or service taxes incurred in connection therewith; landscape maintenance costs; Building security services; license and permit fees; management fees; labor costs (including social security taxes and contributions, bonuses and fringe benefits); fees, costs and assessments of or under any owner's association, office park declaration or easement agreement; trash container and disposal fees; and in general all other costs and expenses which would, under generally accepted accounting principles or other recognized accounting practices, be regarded as operating and maintenance costs and expenses, including those which would normally be amortized over a period not exceeding five (5) years; and an amount equal to five percent (5%) of the total of all of the foregoing costs and expenses as Landlord's administrative fee. Operating Expenses shall include all additional direct costs and expenses of operation and maintenance which Landlord determines that it would have paid or incurred if the Building had Full Occupancy (Full Occupancy defined as 95% occupancy). Operating Expenses shall not include payments of principal and interest on any mortgages, leasing commissions, or the costs of preparing, improving or altering any space in preparation for occupancy of any new or renewal tenant or the cost of selling the Building. At Landlord's option, Landlord may appropriately allocate Operating Expenses between retail tenants and office tenants of the Building

If Landlord shall install any device, equipment or other improvement intended to (a) improve the operating efficiency of any system serving the Building, (b) comply with laws not applicable on the date of this Lease, or (c) replace any Building elements with elements which serve similar purposes and which are reasonably necessary to keep the Building in good repair (in Landlord's judgment) and which will not change the character of the Building, then Landlord may, in determining the amount of Tenant's Rent Adjustment (as hereinafter defined), add to Operating Expenses of the Building, in each year during the useful life of such installed device or equipment, an amount equal to the amortization allowance (plus interest at prime plus two) of the cost of such installed device or equipment as determined in accordance with generally accepted accounting principles.

(vii) "Rent Adjustment" means any amount owed by Tenant for Operating Expenses or Taxes, or other rental increases, attributable to costs of the Building. "Rent Adjustment Payment" shall be, within Landlord's estimate from time to time, an amount paid monthly to Landlord equal to the Rent Adjustments due for the next succeeding calendar year or part thereof for the Term of this Lease.

(b) **Base Rent Payment.** Tenant shall pay to Landlord, at the address listed below in Section 26, Base Rent for the Premises payable in equal monthly installments as follows:

Period	Monthly Base Rent	\$ per RSF per Annum
Commencement Date – Month 12	\$11,881.33*	\$33.50*
Month 13 – Month 24*	\$12,179.25	\$34.34
Month 25 – Month 36*	\$12,484.27	\$35.20
Month 37 – Month 38	\$12,796.37	\$36.08

*In consideration for Tenant's compliance with the terms and conditions set forth in this Lease, Tenant shall not be required to pay Monthly Base Rent for months 13 and 25 of the Term (collectively, the "Abatement Periods"). The sum of such Monthly Base Rent for the original Premises for the Abatement Periods equals \$24,663.52 (the "Base Rent Incentive"). Notwithstanding anything contained in this Lease to the contrary, in the event of a default by Tenant under this Lease, after the expiration of any applicable notice and cure periods, Landlord shall be entitled to collect from Tenant the Base Rent Incentive, and such amount shall be immediately due and payable by Tenant to Landlord, in addition to any other rights and remedies of Landlord upon a default by Tenant under this Lease.

The Monthly Base Rent shall be paid in advance, commencing as of the Commencement Date and continuing thereafter on or before the first day of each and every month throughout the Term. The Monthly Base Rent installments for partial calendar months, if any, shall be pro-rated by Landlord accordingly. Tenant's obligation to pay Base Rent is a separate and independent covenant and obligation. Tenant shall pay all Base Rent, Additional Rent (as defined in Subsection (c) below) and other sums of money as they become due under this Lease, without abatement, deduction, notice, demand, set-off or counterclaim. Notwithstanding anything to the contrary contained herein, Monthly Base Rent for the first (1st) full calendar month following the Commencement Date shall be due and owing upon execution and delivery of this Lease by Tenant.

(c) **Taxes and Operating Expenses Payment.** Tenant shall pay throughout the Term of this Lease as "Additional Rent" the following Rent Adjustments: (i) Tenant's Proportionate Share of all Taxes for a Comparison Year in excess of Taxes for the Base Year, and (ii) Tenant's Proportionate Share of all Operating Expenses for a Comparison Year in excess of Operating Expenses for the Base Year.

(d) **Estimate of Rent Adjustments.** Rent Adjustment for Taxes and Operating Expenses for each Comparison Year shall be estimated annually by Landlord. Tenant shall pay to Landlord, on or before the first day of each month, an amount equal to one-twelfth (1/12th) of said annual estimate as Rent Adjustment Payment. If Taxes or Operating Expenses increase during a calendar year, Landlord may increase the amount paid as Rent Adjustment Payment during such year by giving Tenant at least thirty (30) days written notice to that effect. After the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing Tenant's actual Rent Adjustment. Within thirty (30) days after service of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next rent payment or payments due from Tenant, as the case may be, the difference between Tenant's actual Rent Adjustment for the preceding calendar year and the Rent Adjustment Payment paid by Tenant during such year. If such Rent Adjustment statement is completed after the end of the Term and there is a credit payable to the Tenant, Landlord shall pay the amount of such credit to the Tenant within thirty (30) days. If this Lease shall commence, expire or be terminated on any date other than the last day of a calendar year, then Tenant's Proportionate Share of Operating Expenses and Taxes for such partial calendar year shall be pro-rated on the basis of the number of days during the year this Lease was in effect in relation to the total number of days in such year. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, the obligations of Tenant to pay Monthly Base Rent and Additional Rent shall survive the expiration of the Term. Notwithstanding anything to the contrary, the foregoing provision shall be subject to the provisions of Section 32 (Non-Appropriation).

(e) **Service Charge.** Tenant's failure to make any monetary payment required of Tenant hereunder within five (5) days of the due date therefor shall result in the imposition of a service charge for such late payment in the amount of ten percent (10%) of the amount due. In addition, any sum not paid within thirty (30) days of the due date therefor shall bear interest at a rate equal to the greater of eighteen percent (18%) or the prime rate plus two percent (2%) per annum (or such lesser percentage as may be the maximum amount permitted by law) from the date due until paid.

4. **SECURITY DEPOSIT.** Intentionally deleted.

5. **AS-IS CONDITION; DELIVERY OF POSSESSION.** Tenant has personally inspected the Premises and accepts the same "AS IS" upon the Commencement Date without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility with respect thereto. Notwithstanding the foregoing, Landlord shall deliver the Premises with all Building Systems in good working condition, failing which, as Tenant's sole and exclusive remedy, Landlord shall cause such Building Systems to be in good working order at no cost to Tenant. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant has accepted the Premises for occupancy and that the condition of the Premises, Building and appurtenant areas were at the time satisfactory and in conformity with

the provisions of this Lease in all respects. For purposes of this Section 5, "taking possession of the Premises" shall include, but not be limited to, any of the following: Tenant's acceptance of keys to the Premises, moving equipment, furnishings or other personal property into the Premises or otherwise occupying part or all of the Premises.

Tenant may take possession of the Premises commencing on the later of (a) the Effective Date, or (b) July 1, 2025, for the sole purpose of performing any improvements therein or installing furniture, equipment or other personal property of Tenant. Such possession shall be subject to all of the terms and conditions of the Lease, except that Tenant shall not be required to pay Base Rent or Additional Rent with respect to the period of time prior to the Commencement Date during which Tenant performs such work. Tenant shall, however, be liable for the reasonable cost of any services (e.g., electricity, HVAC, freight elevators) that are provided to Tenant during the period of Tenant's possession prior to the Commencement Date.

6. MEMORANDUM OF COMMENCEMENT DATE. If requested by Landlord at any time during the Term, Tenant shall promptly give Landlord a Memorandum of Commencement Date, in the form attached to this Lease, made a part hereof and marked Exhibit B, signed by an officer or other authorized principal of Tenant.

7. USE OF THE PREMISES

(a) Permitted Use. The Premises shall be occupied and used exclusively for general office use; provided, that subject to the foregoing, Tenant shall be entitled to license all or part of the Premises to Permitted Licensees (as defined in Section 16 below) (the "Permitted Use"), and for no other purpose. In its use of the Premises, Tenant shall comply with all matters of record affecting the Building and/or the Land. Tenant shall forward copies of all building permits and occupancy permits to Landlord promptly following Tenant's receipt thereof. Tenant's non-compliance with the terms and conditions and covenants contained in this Section 7(a) shall constitute a default under this Lease and in addition to any other remedies provided herein, Landlord may, in its sole discretion, immediately terminate this Lease in connection therewith, notwithstanding any notice and cure periods provided in this Lease, including, but not limited to, those set forth in Section 18(a).

(b) Covenants Regarding Use. In connection with its use of the Premises, Tenant agrees to do the following:

(i) Tenant shall use the Premises and conduct its business thereon in a safe, careful, reputable and lawful manner; shall keep and maintain the Premises in good order and repair; and will suffer no waste or injury to the Building, Premises or Land. Tenant shall surrender the Premises at the end of the Term in as good a condition as they were when Tenant first took possession thereof, ordinary wear and tear and insured casualty excepted.

(ii) Tenant shall not: commit, nor allow to be committed, in, on or about the Premises, Building or Land, any act of waste, including any act which might deface, damage or destroy any part thereof; use or permit to be used on the Premises any hazardous substance, equipment or other thing which might cause injury to person or property or increase the danger of fire or other casualty in, on or about the Premises; permit any objectionable or offensive noise or odors to be emitted from the Premises; or do anything, or permit anything to be done, or which may interfere with the rights of Landlord, other tenants or their invitees or in any way injure or annoy any of them.

(iii) Tenant shall not overload the floors of the Premises beyond their designed weight-bearing capacity. Landlord reserves the right to direct the positioning of all heavy equipment, furniture and fixtures which Tenant desires to place in the Premises so as to distribute properly the weight thereof, and to require the removal of any equipment or furniture which exceeds the weight limit specified herein.

(iv) Tenant shall not use the Premises, nor allow the Premises to be used, for any purpose or in any manner which would, in Landlord's opinion, invalidate any policy of insurance now or hereafter carried on the Building.

(v) Tenant shall not in any manner use, maintain or allow the use or maintenance of the Premises or any portion of the Land or Building in violation of any law, ordinance, statute, regulation, rule or order (collectively "Laws") of any governmental authority, including but not limited to, Laws governing zoning, health, safety

(including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain or allow the use or maintenance of the Premises or any part thereof or any portion of the Land or Building to treat, store, dispose of, transfer, release, convey or recover hazardous, toxic or infectious waste nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Premises, Building or Land. Hazardous, toxic or infectious waste shall include, without limitation: (1) any solid, liquid or gaseous waste, substance or emission or any combination thereof which may: (a) cause or significantly contribute to an increase in mortality or in serious illness, or (b) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life; (2) hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act, as amended; (3) any "oil," as defined by the Maryland Environment Code Ann. § 4-401(g), as amended from time to time, and regulations promulgated thereunder; (4) any "controlled hazardous substance" or "hazardous substance" as defined by the Maryland Environment Code Ann., § 7-201 as amended from time to time, and regulations promulgated thereunder; (5) any "infectious waste" as defined by the Maryland Environment Code Ann. § 9-227, as amended from time to time, and regulations promulgated thereunder; (6) any substance the presence of which on the Land or in the Building is prohibited, regulated or restricted by any local Law or other Law similar to those set forth in this definition; and (7) any other substance which by law or regulation requires special handling in its Generation. The term "Generation" as used in this Section 7(b)(v) means to use, collect, generate, store, transport, treat, dispose of or release. Tenant shall immediately notify Landlord of the presence or suspected presence of any such hazardous, toxic or infectious waste on or about the Premises and shall deliver to Landlord any notice received by Tenant relating thereto. In addition, Tenant shall operate and dispose of its electronic devices and video display devices (and any medical waste or devices, if applicable) in compliance with all federal, state and local Laws.

Landlord and its agents shall have the right, but not the duty, to inspect the Premises and conduct tests thereon at any time to determine whether or the extent to which there is hazardous, toxic or infectious waste on the Premises. Landlord shall have the right to immediately enter upon the Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss or damage to Tenant's property or business caused thereby except to the extent such loss or damage was caused by the negligence or willful misconduct of Landlord, its' employees' or contractors'. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent if such requirement arose in whole or in part because of Tenant's presence in the Building. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's request, concerning Tenant's best knowledge and belief regarding the presence of any hazardous, toxic or infectious waste on the Premises or Tenant's intent to store or use toxic materials on the Premises.. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

(c) Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, comply with all laws, statutes, ordinances, rules, regulations and orders of any federal, state, municipal or other governmental agency thereof having jurisdiction over and relating to the use, condition and occupancy of the Premises, except that Tenant shall not be responsible for or required to make structural repairs to the Building or the Premises unless, in the case of the latter, they are occasioned by its own use of the Premises or negligence. Notwithstanding the foregoing, Tenant shall, at Tenant's sole cost, be responsible for compliance of the Premises with the Americans with Disabilities Act (ADA), as amended, and, shall also be responsible for costs of ADA compliance for common areas of the Building and Land if occasioned by Tenant's particular use of the Premises, a change in use of the Premises, or Tenant's alterations to the Premises.

(d) Compliance with Building Rules and Regulations. Rules and regulations governing the use and occupancy of the Premises have been adopted by Landlord. Tenant shall comply with and conform to the rules and regulations currently in effect, which are attached to this Lease, made a part hereof and marked **Exhibit C**. Landlord shall have the right to change such rules and regulations or to make new rules and regulations from time to time in any manner that it deems necessary or desirable in order to ensure the safety, care and cleanliness of the Building and Land and the preservation of order therein. Any such amendments to the rules and regulations shall be set forth in writing and shall be given to Tenant, who shall, following thirty days from receipt thereof, comply with and conform to the same.

(e) Definition of Tenant. For purposes of this Lease, including, but not limited to, this Section 7 of this Lease, in each instance where Tenant is required to comply with (i) any rules, ordinances, laws or regulations of the municipality, state or federal government and/or (ii) any term, condition or covenant of this Lease including the Rules and Regulations, the defined term Tenant shall be deemed to include Tenant's officers, directors, employees, contractors, affiliates, agents and invitees.

8. UTILITIES AND OTHER BUILDING SERVICES

(a) Services to be Provided. Landlord shall furnish Tenant, between the hours of 8:00 a.m. and 6:00 p.m., on Monday through Friday, and upon prior written notice to Landlord or its management agent (which notice must be received by Landlord or such management agent prior to noon on the business day immediately preceding any such Saturday), 9:00 a.m. and 1:00 p.m. on Saturday of each week, except on legal holidays and except as noted below, with the following utilities and other building services:

- (i) Heating, ventilation and air conditioning for normal office uses, which shall be consistent with other Class A buildings in the North Bethesda trade area and otherwise in compliance in all material respects with applicable ASHRAE guidelines;
- (ii) Electricity for lighting and operating business machines and light equipment (but not computer/server rooms) in the Premises and the common areas and facilities of the Building;
- (iii) Water for lavatory purposes;
- (iv) Automatic elevator service;
- (v) Washing of interior and exterior windows at intervals established by Landlord;
- (vi) Replacement of all lamps, bulbs, starters and ballasts used in common areas of the Building;
- (vii) Replacement of all lamps, bulbs, starters and ballasts used in Building standard lighting located in the Premises as required from time to time as a result of normal usage;
- (viii) Cleaning of the common areas and facilities of the Building and the walks, driveways, parking lots and landscaped areas adjacent to the Building, including the removal of rubbish and snow;
- (ix) Janitorial services Monday through Friday, except Federal and State holidays; and
- (x) Repair and maintenance of the Building to the extent specified in Section 10(a) hereof.

(b) Additional Services. If Tenant requests any other utilities or building services in addition to those identified above or any of the above utilities or building services in frequency, scope, quality or quantities greater than that which Landlord determines are normally required by other tenants in the Building for general office use, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. In the event Landlord is able to and does furnish such additional utilities or building services, the cost thereof shall be borne by Tenant, who shall reimburse Landlord monthly for the same as provided in Section 8(d) hereof. In addition, any requests by Tenant for the provision of utilities or services outside the hours stated in Section 8(a) above must be made to the property management office during such property management office's regular business hours (excluding holiday closures), as such hours may change from time to time, or via Landlord's then-current work order system (if applicable). Tenant shall, in addition to the foregoing and above costs, also reimburse Landlord for any overtime-related costs incurred by Landlord, including, but not limited to, amounts charged to Landlord by its engineers or other employees who respond to such calls after Building hours, as a result of such after-hours request. HVAC is currently available outside of regular Building hours at the rate of One Hundred Five Dollars (\$105.00) per hour per zone upon Tenant's request, subject to market adjustment from time to time.

If any lights, machines or equipment (including, but not limited to, computers) used by Tenant in the Premises materially affect the temperature otherwise maintained by the Building's air conditioning system, Landlord shall have the

right to install any machinery or equipment which Landlord considers reasonably necessary in order to restore the temperature balance between the Premises and the rest of the Building, including that which modifies the Building's air conditioning system. Except as otherwise provided above in this Section 8(b), all costs expended by Landlord to install any such machinery and equipment and any additional cost of operation and maintenance occasioned thereby shall be borne by Tenant, who shall reimburse Landlord for the same as provided in Section 8(d) hereof.

Tenant shall not install nor connect any electrical machinery or equipment other than the business machines and equipment typically used for general office use by tenants in office buildings comparable to the Building (personal computers, servers and LANs being examples of such typical electrical equipment) nor any water-cooled machinery or equipment without Landlord's prior written consent. Typical electrical equipment shall not include computer mainframe equipment or other computer systems located within a dedicated data processing room using specialized electrical, fire suppression or similar systems. If Landlord determines that the machinery or equipment to be so installed or connected exceeds the designed load capacity of the Building's electrical system or is in any way incompatible therewith or will materially affect utility costs, then Landlord shall have the right, as a condition to granting its consent, to make such modifications to any utility system or other parts of the Building or the Premises, or to require Tenant to make such modifications to the equipment to be installed or connected, as Landlord considers to be reasonably necessary before such equipment may be so installed or connected. The cost of any such modifications shall be borne by Tenant, who shall reimburse Landlord for the same (or any portion thereof paid by Landlord) as provided in Section 8(d) hereof. Landlord makes no representation concerning the quality of electrical power delivered to the Building and Tenant shall be solely responsible for determining power conditioning requirements as well as electrical circuiting, grounding and related requirements for Tenant's electrical power service.

Landlord shall have the right, at its sole cost, to install meters or submeters to measure the amount of electricity consumed from time to time in the Premises. In such event, Tenant shall pay, as Additional Rent, charges for all utility services consumed in the Premises and measured by any such meters or submeters as the same are billed to Tenant from Landlord from time to time plus Landlord's then standard administrative fee; provided, the cost of such services shall not exceed the rate that Tenant would pay for comparable services if purchased directly from the utility supplying such services. If Landlord chooses to so meter or submeter the Premises, during the period that such meters or submeters are operating, Tenant shall have no obligation to pay, as part of Operating Expenses, the cost of electricity consumed in the Premises or any other premises in the Building occupied by tenants.

(c) Interruption of Services. Tenant understands, acknowledges and agrees that any one or more of the utilities or other building services identified above may be interrupted by reason of accident, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be made; that Landlord does not represent or warrant the uninterrupted availability of such utilities or building services; and that any such interruption shall not be deemed an eviction or disturbance of Tenant's right to possession, occupancy and use of the Premises or any part thereof, or render Landlord liable to Tenant in damages by abatement or offset of rent or otherwise, or relieve Tenant from the obligation to perform its covenants under this Lease. Notwithstanding anything to the contrary contained in this Section 8, if: (i) Landlord ceases to furnish any service described in Section 8 in the Premises and common areas necessary for use of the Premises for a period in excess of five (5) consecutive business days after Tenant notifies Landlord of such cessation (the "Interruption Notice"); (ii) such cessation does not arise as a result of an act or omission of Tenant; (iii) such cessation is not caused by a fire or other casualty (in which case Section 11 shall control); (iv) the restoration of such service is reasonably within the control of Landlord; and (v) as a result of such cessation, the Premises or a material portion thereof is rendered untenable and Tenant in fact ceases to use the Premises, or material portion thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Base Rent payable hereunder during the period beginning on the sixth (6th) consecutive business day following Landlord's receipt of the Interruption Notice and ending on the day when the service in question has been restored. In the event the entire Premises has not been rendered untenable by the cessation in service, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises so rendered untenable and not used by Tenant.

(d) Payment for Utilities and Building Services. The cost of additional utilities and other building services furnished by Landlord at the request of Tenant or as a result of Tenant's activities as provided in Section 8(b) hereof shall be borne by Tenant and shall include Landlord's then standard administrative fee. Tenant shall be separately billed therefor and shall reimburse and pay Landlord monthly for the same as Additional Rent, at the same time the next

monthly installment of Base Rent and other Additional Rent is due. Tenant agrees to give reasonable advance notice, in writing, to the property manager of its request for additional services.

(e) Energy Conservation. Notwithstanding anything to the contrary in this Section 8 or elsewhere in this Lease, Landlord shall have the right to institute such policies, programs and measures as may be necessary or desirable, in Landlord's discretion, for the conservation and/or preservation of energy related services, or as may be required to comply with any applicable codes, rules and regulations, whether mandatory or voluntary, and Tenant shall comply with the reasonable regulations promulgated from time to time by Landlord regarding such conservation and/or preservation of energy related services.

9. SIGNS. Tenant shall not inscribe, paint, affix or display any signs, advertisements or notices on or in the Premises or Building visible from outside the Premises, except for such tenant identification information as Landlord, at its sole discretion, permits to be included. Landlord agrees to install (a) Tenant's listings in the Building directory in the main lobby of the Building (including each of Tenant's Permitted Licensees), and (b) one (1) Building standard suite entry sign on the main tenant access doors to the Premises. All additional directory signage and other signage will be at Tenant's cost.

10. REPAIRS, MAINTENANCE, ALTERATIONS, IMPROVEMENTS AND FIXTURES

(a) Repair and Maintenance of Building. Landlord shall keep and maintain the roof, foundation, the common areas and facilities of the Building and the Building Systems (hereinafter defined) at a level and in a manner that is comparable to buildings of similar age and quality in Rockville, Maryland. The term "Building Systems" as used in this Lease shall mean the mechanical, electrical, plumbing, HVAC, steam, gas, communications, access control, life-safety, sprinkler, fire protection and other systems in and/or serving the Building or other premises in the Building, including the Premises; provided, however, that the Building Systems shall not include any supplemental systems similar to Building Systems that exclusively serve the Premises or any other tenant's space in the Building. The costs incurred by Landlord hereunder shall be Operating Expenses unless made necessary by the negligence, misuse or default of Tenant, its employees, agents, customers or invitees, in which event they shall be borne solely by Tenant as Additional Rent.

(b) Repair and Maintenance of Premises. Except as provided in Section 10(a) hereof, Tenant shall, at its own expense, keep and maintain the Premises (including any plate glass windows comprising a part thereof and non-load bearing walls within the Premises) in neat and clean condition and good order and repair at all times during the Term, and Tenant shall promptly repair all damage to the Premises caused by Tenant and replace or repair all damaged or broken fixtures, equipment and appurtenances with materials equal in quality and class to the original materials, under the supervision and subject to the approval of Landlord, and within any reasonable period of time specified by Landlord. If Tenant fails to do so, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including (if elected in Landlord's sole discretion) Landlord's Costs, within 15 days of being billed for same. As used in this Lease, the term "Landlord's Costs" shall mean fifteen percent (15%) of any costs or expenses paid by Landlord, in order to reimburse Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's actions or involvement.

(c) Alterations or Improvements. Tenant shall not make, nor permit to be made, alterations or improvements to the Premises ("Alterations"), unless Tenant obtains the prior written consent of Landlord thereto as to whether, how and when the Alterations will be made. If Landlord permits Tenant to make any such Alterations, Tenant shall make the same at its sole cost and expense and in accordance with plans and specifications approved by Landlord in advance. Any such Alterations shall be performed in accordance with all applicable laws and building codes by properly insured contractors selected by Tenant from those contractors under contract with Tenant through its "Office of Procurement" and reasonably approved by Landlord in advance, in a good and workmanlike manner and in quality equal to or better than the original construction of the Building. Such work will be performed in a manner consistent with Landlord's standard construction procedures for the Building. Tenant shall promptly pay all costs attributable to such Alterations and shall indemnify, and hold harmless Landlord from and against any costs or expenses which may be incurred as a result of mechanics liens or building code violations attributable to such work. Such indemnity obligation shall survive the expiration or earlier termination of this Lease. Tenant shall promptly repair any damage to the Premises or the Building caused by any such Alterations. Any Alterations to the Premises, except movable office furniture and equipment and trade fixtures, shall, at Landlord's election, either (i) become a part of the realty and the property of Landlord and shall not be removed by Tenant, or (ii) be removed by Tenant upon the expiration or sooner termination hereof and any damage caused thereby

repaired at Tenant's cost and expense. In the event Tenant so fails to remove same, Landlord may remove same and repair the Premises at Tenant's expense. Landlord and its agents shall have the right to supervise all construction operations at the Premises, and Tenant shall promptly pay Landlord the cost of such supervision. Following completion of any Alterations, at Landlord's request, Tenant shall, at Tenant's cost, provide Landlord's property manager with an electronic file of the final architectural drawings in either AutoCAD (version 2000 or later) or DXF format. If Tenant fails to provide Landlord with said architectural drawings, Tenant shall reimburse Landlord for any expense incurred by Landlord in causing the Building plans to be modified to reflect the Alterations, which obligation shall survive the expiration or earlier termination of this Lease.

(d) Trade Fixtures. Any moveable trade fixtures (i.e., not affixed) installed by or on behalf of Tenant in the Premises, such as machinery, equipment, movable partitions, counters, shelving, showcases, mirrors and the like, may, and at the request of Landlord shall, be removed on the Expiration Date or earlier termination of this Lease, provided that Tenant is not then in default, that Tenant bears the cost of such removal, and further that Tenant repair at its own expense any and all damage to the Premises resulting from the original installation of and subsequent removal of such trade fixtures. If Tenant fails to remove any and all such trade fixtures from the Premises on the Expiration Date or earlier termination of this Lease, all such trade fixtures shall become the property of Landlord unless Landlord elects to require their removal, in which case Tenant shall promptly remove same and restore the Premises to their prior condition. In the event Tenant so fails to remove same, Landlord may remove same and repair the Premises to their prior condition at Tenant's expense.

(e) Wiring and Cabling. Any wiring or cabling installed by or on behalf of Tenant in the Premises or in shafts, ducts, risers or portions of the common areas of the Building shall be removed by Tenant at Tenant's expense on or before the Expiration Date or earlier termination of this Lease. If Tenant fails to remove any such wiring or cabling, Landlord may have the same removed at Tenant's expense, which shall be payable upon demand, and shall survive expiration or termination hereof.

(f) Storefront. If the Premises includes storefront glass entrances or walls at or near public spaces in the Building, Tenant must have specific approval by Landlord of all colors and materials for floorcovering, wallcovering, furniture, open landscape partitions, signage and artwork prior to installation.

(g) Reserved Rights. Landlord reserves the right to maintain and make, at any time or times, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, Building, Land or part thereof, and to perform any acts related to the safety, protection or preservation thereof, and during such operations to close or temporarily suspend operation of entrances, doors, corridors, elevators, or other facilities, including common areas and ingress and egress to parking and public roads; provided that same shall not materially interfere with Tenant's use of and access to the Premises. Landlord may do any such work during ordinary business hours and Tenant shall pay Landlord for overtime and for any other expenses incurred if such work is done during other hours at Tenant's request. Landlord reserves the right to modify the size, location, arrangement, configuration, finish and any other features of the common areas of the Building and Land, and except as is provided in Section 13, may reduce the overall common areas without liability therefor.

11. FIRE OR OTHER CASUALTY; CASUALTY INSURANCE

(a) Substantial Destruction of the Building. If (i) the Building should be substantially destroyed (which, as used herein, means destruction or damage to at least seventy-five percent (75%) of the Building) by fire or other casualty, or (ii) the Building shall be so damaged or destroyed (whether or not the Premises are damaged or destroyed) that repair or restoration shall require more than 270 days or the expenditure of more than 20% of the full insurable value of the Building (which, for purposes of this Section, shall mean replacement cost less the cost of footings, foundations and other structures below the street and first floors of the Building) immediately prior to the casualty, or (iii) more than 30% of the Premises shall be damaged or destroyed (as estimated in any such case by a reputable contractor, architect or engineer designated by Landlord), then in each such case, Landlord may, at its option, terminate this Lease by giving written notice thereof to Tenant within one hundred eighty (180) days of such casualty. In such event, the rent shall be apportioned to and shall cease as of the date of such casualty. If Landlord does not exercise this termination option, then the Premises (excluding any Alterations made by or on behalf of Tenant) shall be reconstructed and restored by Landlord to substantially the same condition as existed prior to the casualty. Notwithstanding the foregoing, Landlord's obligation to restore the Building, and the improvements located within the Premises shall not require Landlord to expend for such

repair and restoration work more than the insurance proceeds actually received by Landlord as a result of the casualty. When the repairs described in the preceding two sentences have been completed by Landlord, Tenant shall complete the restoration of all Alterations which are necessary to permit Tenant's reoccupancy of the Premises.

(b) Substantial Destruction of the Premises. If the Premises should be substantially destroyed or rendered wholly untenable for the purpose for which they were leased, by fire or other casualty and the Building is not substantially destroyed as provided above, then the parties hereto shall have the following options:

(i) Tenant may require that the Premises and Alterations be reconstructed and restored, at Landlord's expense, to substantially the same condition as existed prior to the casualty. This option shall be exercised by Tenant by giving written notice to Landlord within thirty (30) days after the date of the casualty, and upon the exercise thereof, rent shall be abated from the date of the casualty until substantial completion of the reconstruction of the Premises (provided that rent shall be abated only to the extent Landlord is compensated for such rent by loss of rents insurance, if any), whereupon this Lease shall continue in full force and effect for the balance of the Term upon the same terms, conditions and covenants as are contained herein. If this option is not so exercised by Tenant, Landlord shall then have the right and option, to be exercised within thirty (30) days following the expiration of Tenant's option period, by giving of written notice to Tenant, to reconstruct and restore the Premises to substantially the same condition as existed prior to the casualty, or Landlord, at its option, shall make available reasonably comparable space in the Building (or in another building within the project, if applicable) to accommodate Tenant (the "Alternate Space"); provided, that Tenant shall have the right to approve the Alternate Space. If Tenant does not approve the Alternate Space within fifteen (15) days of receiving such proposal from Landlord, then such Alternate Space shall be deemed to be rejected and this Lease shall terminate as of the date of the casualty. If this Lease is not otherwise terminated in accordance with the terms of this Section, this Lease shall continue in full force and effect for the balance of the Term upon the same terms, conditions, and covenants as are contained herein; provided, however, that the rent shall be abated from the date of the casualty until substantial completion of the reconstruction of the Premises or notice by Landlord that comparable space is ready for Tenant to occupy. If the parties fail to exercise either of these aforementioned options, this Lease shall be terminated as of the date of the casualty, to which date rent shall be apportioned and shall cease. Notwithstanding Landlord's restoration obligation under this section, in the event any mortgagee under a deed of trust, deed to secure debt, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire or reduce the mortgage or secured debt or if the insurance company issuing Landlord's fire and casualty insurance policy fails or refuses to pay Landlord the proceeds under such policy, Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice by Landlord to Tenant.

(ii) If the casualty occurs during the last twelve (12) months of the Term, either party shall have the right and option to terminate its Lease as of the date of the casualty, which option shall be exercised by written notice to be given by either party to the other party within thirty (30) days therefrom. If this option is exercised, rent shall be apportioned to and shall cease as of the date of the casualty.

(c) Partial Destruction of the Premises. If the Premises should be rendered partially untenable for the purpose for which they were leased [as used herein, such destruction or damage as would prevent Tenant from carrying on its business on the Premises to an extent not exceeding forty percent (40%) of its normal business activity] by fire or other casualty, then such damaged part of the Premises shall be reconstructed and restored, by Landlord or Tenant at Landlord's sole option, at Tenant's expense, to substantially the same condition as existed prior to the casualty; rent shall be abated in the proportion which the approximate area of the damaged part bears to the total area in the Premises from the date of the casualty until substantial completion of the reconstruction repairs (provided that rent shall be abated only to the extent Landlord is compensated for such rent by loss of rents insurance, if any); and this Lease shall continue in full force and effect for the balance of the Term. Notwithstanding the restoration obligation under this section, in the event any mortgagee under a deed of trust, deed to secure debt, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire or reduce the mortgage or secured debt or if the insurance company issuing Landlord's fire and casualty insurance policy fails or refuses to pay Landlord the proceeds under such policy, Landlord shall have no obligation to rebuild and this Lease shall terminate.

(d) Casualty Insurance. Landlord shall be responsible for insuring and shall, at all times during the Term, carry as an Operating Expense of the Building a policy of insurance which insures the Building against loss or damage by fire or other casualty ("all risk" insurance); provided, however, that Landlord shall not be responsible for and shall not be obligated to insure against any loss or damage to Tenant's Covered Risks (as defined below). If Tenant's operation or improvements (whether installed by Landlord or Tenant) result in an increase in the premiums on Landlord's casualty insurance, then the cost of such increase shall be borne by Tenant, who shall reimburse Landlord for the same as Additional Rent within 30 days after being billed therefor. "Tenant's Covered Risks" shall include, but shall not be limited to: (i) the Premises generally, including all structural (including load bearing walls), electrical, plumbing and mechanical elements of or serving only the Premises; (ii) all improvements within or about the Premises (including plate glass, doors, windows, Tenant Finish Improvements, Alterations, and all other improvements, whether pre-existing or made by Tenant); (iii) any data, communication or fiber optic cabling or wiring serving the Premises; and (iv) any personal property (including, but not limited to, any furniture, machinery, equipment, trade fixtures, inventory, goods or supplies) within the Premises ("Tenant's Personalty"), whether owned by Tenant or its subtenants, invitees or otherwise. Tenant shall, at all times during the Term, carry at its own expense "all risk" property insurance covering Tenant's Covered Risks, which coverage shall be no less than One Hundred percent (100%) of replacement value. Tenant shall also carry business interruption insurance for a minimum period of 12 months in an amount that will reimburse Tenant for direct and indirect loss of earnings and extra expense. Tenant shall effect and maintain any other form of insurance that Landlord and its mortgagee may reasonably require from time to time in form and amounts and for insurance risks acceptable to Landlord and any mortgagee. Prior to the Commencement Date or Tenant's entry upon the Premises, whichever is earlier, and thereafter as provided in this Section 11, Tenant shall furnish Landlord with certificates of insurance evidencing that such coverages are in full force and effect.

(e) Waiver of Subrogation. Landlord and Tenant hereby release each other and each other's employees, agents, customers and invitees from any and all liability for any loss, damage or injury to property occurring in, on or about or to the Premises, improvements to the Building or personal property within the Building, by reason of fire or other casualty which are covered by "all risks" property insurance policies. Because the provisions of this paragraph will preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease shall give to each insurance company which has issued to it one or more policies of fire and extended coverage insurance notice of the terms of the mutual releases contained in this paragraph, and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverages by reason of the mutual releases contained in this paragraph. Nothing contained in this Section 11 shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease.

12. GENERAL PUBLIC LIABILITY, INDEMNIFICATION AND INSURANCE

(a) Except for the negligence, intentional misconduct or a breach of the terms of this Lease by Landlord, Landlord's agents, servants or employees, Tenant shall be responsible for, shall insure against, and shall indemnify Landlord and hold it harmless from, any and all liability for any loss, damage or injury to person or property (to the full extent of Tenant's Covered Risks), to the extent of any negligence of Tenant or its employees arising out of the use, occupancy or operations of Tenant in, on or about the Premises, and Tenant hereby releases Landlord from any and all liability for the same. Except for the negligence, intentional misconduct or a breach of the terms of this Lease by Tenant or Tenant's agents or employees, Landlord shall be responsible and shall indemnify Tenant and hold it harmless from any and all liability for any loss, damage or injury to person or property to the extent of any negligent act or omission of Landlord or its employees, and Landlord hereby releases Tenant from any and all liability for the same.

(b) Tenant shall, at all times during the Term, carry at its own expense for the protection of Tenant, one or more policies of commercial general liability insurance insuring against bodily injury (including death), property damage, personal injury, tenants legal liability, including cross liability and severability of interest, blanket contractual, and contractors protective insurance, covering Tenant's use, occupancy and operations and providing minimum coverages of \$400,000 combined single limit for bodily injury and property damage per occurrence with \$800,000 for all claims arising from a single occurrence. The foregoing 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 MD Ann code, Cts & Jud. Proc, Sec. 5-303 et. Seq. as amended (the "LGTC"). If the LGTC is amended to increase any of these limits, then the

increased limits shall automatically apply to this Lease. Prior to the Commencement Date or Tenant's entry upon the Premises, whichever is earlier, and thereafter as requested in writing by Landlord, Tenant shall furnish Landlord with certificates evidencing such insurance and certificates evidencing workers' compensation insurance coverages as required by law. Tenant's insurance coverages required hereby shall be deemed to be additional obligations of Tenant and shall not be a discharge or limitation of Tenant's indemnity obligations contained in Section 12(a) hereof. Tenant is self-insured through the Montgomery County Self Insurance Fund established under Section 20-37 of the Montgomery County Code, as amended, which self-insurance shall be the primary coverage for Tenant. Coverages include General Liability coverage with limits of liability of Four Hundred Thousand and 00/100 Dollars (\$400,000) per individual claim and Eight Hundred Thousand and 00/100 Dollars (\$800,000) in total for all claims arising from the same occurrence and Commercial All Risk Property Coverage for Tenant's Property.

(c) Any indemnification, liability or obligation of the Tenant arising in any way from this Lease is subject to, limited by and contingent upon the appropriation and availability of funds, and is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-303, et seq.; Md. Code Ann. Cts. & Jud. Proc. § 5-5A-02; and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509, (together the "County Indemnification Statutes"), all as amended from time to time, and is not intended to create any rights in any third parties or increase the Tenant's liability above the caps provided in the County Indemnification Statutes, as applicable.

(d) Landlord and its partners, members, shareholders, affiliates, officers, agents, servants and employees shall not be liable for any damage to person, property or business or resulting from the loss of use thereof sustained by Tenant or by any other persons due to the Building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Building, including the Premises, or due to any act or neglect of any tenant or occupant of the Building or of any other person (except where due to Landlord's negligent or willful failure to make repairs required to be made pursuant to other provisions of this Lease, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs). This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, ice, frost, steam, sewage, sewer gas or odors, fire, water, or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause. Tenant agrees that all personal property located in the common areas, Premises or upon loading docks, receiving and holding areas, or freight elevators of the Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof unless such loss or damage was caused by the negligence or willful misconduct of Landlord.

13. EMINENT DOMAIN. If the whole or any part of the Premises or Building shall be taken for public or quasi-public use by a governmental authority under the power of eminent domain or shall be conveyed to a governmental authority in lieu of such taking, and if such taking or conveyance shall cause the Premises to be untenable and inadequate for use by Tenant for the purpose for which they were leased, then Tenant may, upon such taking and at its option, terminate this Lease by providing written notice to Landlord. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, Tenant shall have the option, upon such taking, to terminate this Lease by providing written notice to Landlord. If less than twenty-five percent (25%) of the Premises shall be taken or conveyed but the remaining part is tenantable and adequate for Tenant's use, then this Lease shall be terminated as to the part taken or conveyed as of the date Tenant surrenders possession; Landlord shall make such repairs, alterations and improvements as may be reasonably necessary to render the part of the Premises not taken or conveyed tenantable (except that Landlord shall have no obligation to restore Tenant's personal property or trade fixtures); and the rent shall be reduced in proportion to the part of the Premises so taken or conveyed. All compensation awarded for such taking or conveyance shall be the property of Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. Notwithstanding the foregoing, in the event any portion of the Premises, Building or Land is necessary, in Landlord's reasonable opinion, to the continued efficient and/or economically feasible use of the Building (which shall be deemed conclusive if an aggregate 25% of the Building and/or Land or more is taken) shall be taken or condemned in whole or in part for public purposes, or sold to a condemning authority in lieu of taking, then Landlord shall have the right to terminate this Lease upon written notice to Tenant.

14. LIENS. If, because of any act or omission of Tenant or anyone claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Premises or the Building or against other property of Landlord

(whether or not such lien is valid or enforceable as such), Tenant shall, at its own expense, cause the same to be discharged of record within a reasonable time, not to exceed fifteen (15) days after the date of filing thereof. If such lien is not timely discharged, Landlord, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall promptly, upon notice, reimburse Landlord for all sums, costs and expenses (including reasonable attorneys' fees and Landlord's Costs) incurred by Landlord in connection with such lien. Landlord shall not be liable for any work or materials furnished or to be furnished to Tenant upon credit, and no mechanics', materialmen's or other lien for work or material shall attach to or affect the reversionary, leasehold or other estate or interest of Landlord in and to the Premises, the Building and/or the Land.

15. RENTAL, PERSONAL PROPERTY AND OTHER TAXES. Tenant shall pay before delinquency any and all taxes, assessments, fees or charges (hereinafter referred to as "taxes"), including any sales, gross income, rental, business occupation or other taxes, levied or imposed upon Tenant's business operation in the Premises and any personal property or similar taxes levied or imposed upon Tenant's trade fixtures, leasehold improvements or personal property located within the Premises. In the event any such taxes are charged to the account of, or are levied or imposed upon the property of Landlord, Tenant shall reimburse Landlord for the same as Additional Rent. If any tenant finish improvements, trade fixtures, alterations or improvements or business machines and equipment located in, on or about the Premises, regardless of whether they are installed or paid for by Landlord or Tenant and whether or not they are affixed to and become a part of the realty and the property of Landlord, are assessed for real property tax purposes at a valuation higher than that at which other such property in other leased space in the Building is assessed, then Tenant shall reimburse Landlord as Additional Rent for the amount of real property taxes shown on the appropriate county official's records as having been levied upon the Building or other property of Landlord by reason of such excess assessed valuation.

16. ASSIGNMENT AND SUBLETTING.

(a) Except for Permitted Licenses (as defined in Section 16(b) below), Tenant shall not assign or otherwise transfer its interest in this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord. The granting or withholding of such consent will be solely within the discretion of Landlord. The transfer of a majority or controlling interest in Tenant, whether by operation of law or otherwise, shall also constitute a "transfer" of Tenant's interest in this Lease. Tenant shall notify Landlord at least sixty (60) days in advance of its intent to transfer, assign or sublet all or any portion of the Premises. In the event of any such assignment or subletting, Tenant shall nevertheless at all times remain fully responsible and liable for the payment of rent and the performance and observance of all of Tenant's other obligations under the terms, conditions and covenants of this Lease. In the event Landlord consents to an assignment or subletting, no assignment or subletting of the Premises or any part thereof shall be binding upon Landlord unless such assignee or subtenant shall deliver to Landlord an instrument (in recordable form, if requested) containing an agreement of assumption of all Tenant's obligations under this Lease and Landlord shall execute a consent form. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease. Without limiting Landlord's right to grant or withhold consent, Landlord expressly reserves the right to refuse to give its consent if: (a) Tenant is in default under this Lease beyond any applicable notice and cure periods; (b) either the proposed use by, or creditworthiness or financial condition of, the prospective assignee or subtenant is not reasonably acceptable to Landlord; (c) the prospective assignee or subtenant is a current tenant at the Building or any building owned by Landlord or is a bona-fide third-party prospective tenant; (d) the proposed rent in a sublease is publicly advertised to be less than the then current rent for similar premises in the Building; or (e) the proposed use by the assignee or subtenant is inconsistent with the Building's image as reasonably determined by Landlord; Tenant agrees and consents that, in consideration for Landlord's review of any requested assignment or sublease, Tenant shall pay to Landlord an administrative overhead fee of Two Thousand Dollars (\$2,000.00), and shall also reimburse Landlord for Landlord's reasonable attorneys' fees and actual costs incurred in connection with such assignment or subletting. Upon the occurrence of an event of default, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or by law, may, at its option, collect directly from the assignee or subtenant all rent becoming due to Landlord by reason of the assignment or subletting. Landlord, at its option, may also recapture any sublet space in the event of default. Any collection by Landlord from the assignee or subtenant shall not be construed to constitute a novation or release of Tenant from the further performance of its obligations under this Lease. Any rents received by Tenant from the assignment or subletting of the Premises which exceed rents payable by Tenant hereunder shall be immediately paid to Landlord as additional compensation. Landlord shall, at its option, have the right to recapture all or any part of the Premises Tenant proposes to assign or sublet upon notice from Tenant of its intent to assign or sublet part of the Premises. Landlord shall have the right to transfer and

assign, in whole or in part, all of its rights and obligations hereunder and in the Building and all other property referred to herein, and upon such transfer, the transferor shall have no further liability hereunder and Tenant shall attorn to any such transferee. In the event of any assignment or subletting, all renewal, extension and other options granted to Tenant under this Lease shall expire and shall not extend to such assignee or any subtenant.

(b) Notwithstanding the foregoing, Tenant shall be permitted to allow third parties (each, a "Permitted Licensee") to use offices within the Premises for the purpose of conducting business therein by license for so-called "desk-sharing" or similar agreements (each, a "Permitted License"); provided that (i) Tenant does not separately demise such space and each Permitted Licensee utilizes, in common with Tenant, a common entryway to the Premises as well as certain shared central services, such as reception, photocopying and the like; (ii) each Permitted Licensee occupies space in the Premises for the Permitted Use and for no other purpose; (iii) Tenant notifies Landlord, in writing, of the identity of any such Permitted Licensee prior to occupancy of any portion of the Premises by such Permitted Licensee. If any Permitted Licensee occupies any portion of the Premises as described herein, it is agreed that (1) each Permitted Licensee must comply with all provisions of this Lease, and a default by any Permitted Licensee shall be deemed a default by Tenant under this Lease; (2) all notices required of Landlord under this Lease shall be forwarded only to Tenant in accordance with the terms of this Lease and in no event shall Landlord be required to send any notices to a Permitted Licensee; (3) in no event shall any use or occupancy of any portion of the Premises by a Permitted Licensee release or relieve Tenant from any of its obligations under this Lease; and (4) in no event shall the occupancy of any portion of the Premises by a Permitted Licensee be deemed to create a landlord/tenant relationship between Landlord and the Permitted Licensee, and, in all instances, Tenant shall be considered the sole tenant under the Lease notwithstanding the occupancy of any portion of the Premises by the Permitted Licensee. Each Permitted Licensee shall be required to carry the minimum insurance that Tenant is required to carry under this Lease; provided, that the commercial general liability insurance maintained by each Permitted Licensee shall provide a minimum coverage of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and such insurance policy or policies shall name Landlord, its mortgagee, and property manager, as additional insureds.

17. SUBORDINATION. This Lease is subject and subordinate to any mortgage, deed of trust, deed to secure debt or similar encumbrance including ground or underlying leases presently existing or hereafter voluntarily placed upon the Building, Land or Premises, including any renewals, extensions or modifications thereof; and the recording of any such mortgage, deed of trust, deed to secure debt or similar encumbrance shall make it prior and superior to this Lease regardless of the date of execution or recording of either document. This clause shall be self-operative, without execution of any further instrument; but if requested by Landlord or any mortgagee, Tenant shall, at Landlord's request, execute and deliver within ten (10) business days to Landlord, an instrument to further evidence the subordination of this Lease;. Tenant shall attorn to any subsequent owner or transferee of the Building regardless of whether or not a subordination agreement has been executed by Tenant. Landlord shall have the right to sell the Building and Premises at any time during the Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance.

18. DEFAULTS AND REMEDIES.

(a) Default by Tenant. The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (i) Tenant shall fail to pay any monthly installment of Base Rent, Additional Rent, Rent Adjustment or any other amount due under this Lease, within five (5) days after the same shall be due and payable; (ii) Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease (except for matters set forth in items (iii) through (vi) below) for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty-day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same, but in any event completes cure within ninety (90) days (inclusive of the original 30 day period) after notice from Landlord; (iii) Tenant vacates or abandons the Premises; (iv) Tenant has made an assignment or subleased the Premises or any portion thereof in violation of this Lease; (v) an Event of Bankruptcy, as defined in Section 19, occurs; (vi) Tenant fails to timely execute and deliver documents as required in Sections 17 or 27(b) herein; or (vii) a default occurs under any guaranty of Tenant's obligations under this Lease.

(b) Remedies of Landlord. Upon the occurrence of any event of default set forth in Section 18(a) hereof, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(i) Landlord may apply the security deposit or re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any costs and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, except to the extent caused by Landlord's negligence;

(ii) Landlord may terminate this Lease as of the date of such default, in which event: (A) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; and (B) Landlord may re-enter the Premises and dispossess Tenant or any other occupants of the Premises and pursuant to any legal proceedings required by applicable laws, take possession of the Premises, and remove Tenant, any occupant, and any property therefrom, without being guilty of or liable for trespass and without relinquishing any rights of Landlord against Tenant, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent.

(iii) Landlord may terminate Tenant's right of possession of the Premises and may repossess the Premises pursuant to any legal proceeding required by applicable laws, take possession of the Leased Premises, and remove Tenant, any occupant, and any property therefrom, using such force as may be necessary, without being guilty of or liable for trespass and without relinquishing any rights of Landlord against Tenant, without terminating this Lease, in which event Landlord shall use "commercially reasonable efforts" (as defined below) to mitigate its damages under this Lease in the event that Landlord regains legal possession of the Premises prior to the expiration of the Term hereof as a result of a default hereunder by Tenant. The phrase "commercially reasonable efforts" as it relates to Landlord's duty to mitigate its damages shall require Landlord to do only the following: (i) notify Landlord's leasing agent and/or broker of the availability of the Premises for reletting, and (ii) show the "vacant" status of the Premises in any new posters and information brochures used at leasing trade meetings and conventions and market the Premises in its normal course or practice of leasing vacant space for the Building. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Premises. If Landlord fails to so relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the rent which would have been due under this Lease for the balance of the Term or exercised renewal period as such rent shall become due and payable hereunder from time to time during the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations, and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease, Tenant shall satisfy and pay the same upon demand therefor from time to time. Tenant shall not be entitled to any rents received by Landlord in excess of the rent provided for in this Lease.

(iv) Notwithstanding any election by Landlord of any right or remedy set forth herein, and in addition to any other remedies Landlord may have, Landlord shall be entitled at any time and from time to time after default by Tenant hereunder, to recover from Tenant:

(1) all unpaid amounts accrued prior to the time of termination or re-entry (with or without terminating the Lease) with interest at the rate specified in Section 3(e) above, plus all expenses and damages Landlord may incur by reason of such default (including without limitation, all loss or damage sustained in connection with such default, costs of performing any covenant or covenants of Tenant, costs of recovering possession of, altering, repairing and reletting the Premises, reasonable attorneys' fees and collection costs), and the value at the time of such termination of the amount of Base Rent and Additional Rent which would become payable under this Lease for the remainder of the full Term specified in Section 2 of the Lease, less the net proceeds (after deducting any rental abatements, tenant improvement allowances and other concessions and inducements) actually received by Landlord, if any, from any reletting to the extent attributable to the period prior to the date this Lease would have expired had a default not occurred; or

(2) Subject to Section 32 below, as liquidated damages, an amount equal to the Base Rent and Additional Rent which would become payable under this Lease for the remainder of the Term or exercised renewal period (if any), discounted to present value at the rate of five percent (5%) per annum (the "Discount Rate"), plus all unpaid amounts accrued prior to the time of termination or re-entry (with or without terminating the Lease) with interest at the rate specified in Section 3(e) above, plus all expenses and damages Landlord may incur by reason of such default (including without limitation, all loss or damage sustained in connection with such default, costs of performing any covenant or covenants of Tenant, costs of recovering possession of, altering, repairing and reletting the Premises, reasonable attorneys' fees and collection costs), minus the net fair market rental value of the Premises for the period from the date of Landlord's demand for liquidated damages to the date the Lease would have terminated had there been no default, discounted to present value at the Discount Rate; provided, however, that if said damages shall be limited by law to a lesser amount, Landlord shall be entitled to recover the maximum amount permitted by law. The "net fair market rental value" referred to in Subsection 2 above shall be the fair market rental value of the Premises at the time of Landlord's demand for liquidated damages, reduced by any rental abatements, tenant improvement allowances and other concessions and inducements generally provided by landlords seeking to lease comparable commercial property in the area of the Premises at the time of Landlord's demand, any increase in insurance premiums caused by the vacancy of the Premises, the amount of any unamortized improvements to the Premises paid for by Landlord and the amount of any unamortized brokerage commission or other costs paid by Landlord in connection with the leasing of the Premises. If reletting is accomplished within a reasonable time after Lease termination, the "net fair market rental value" referred to in Subsection 2 above shall be deemed prima facie to be the net rental income (after deducting any rental abatements, tenant improvement allowances and other concessions and inducements) realized upon such reletting. Tenant hereby acknowledges that the nature of Tenant's default may cause or result in damages, costs and expenses incurred by Landlord not contemplated by this Lease, the exact amount of which being extremely difficult and impractical to ascertain, and that such liquidated damages represent a fair and reasonable estimate of the costs which Landlord may incur due to Tenant's default, and are not a penalty.

If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done shall cease, without prejudice to Landlord's right to recover from Tenant all Rent, as set forth in Subsections (iv) above. If Landlord elects to reenter pursuant to Subsection b(iii) above, Landlord may terminate this Lease, or, from time to time without terminating this Lease, may relet all or any part of the Premises as the agent of Tenant, for such term, at such rental and upon such other provisions as Landlord deems acceptable, with the right to make any alterations and repairs to the Premises that Landlord deems appropriate, at Tenant's expense. No such reentry or taking of possession of the Premises shall be construed as an election to terminate this Lease, unless notice of such intention is given, or unless termination be decreed by a court of competent jurisdiction at the instance of Landlord. Landlord shall in no event be under any obligation to relet any part of the Premises.

Any agreement for an extension of the Term or any additional period thereafter shall not thereby prevent Landlord from terminating this Lease for any reason specified in this Lease. If any such right of termination is exercised by Landlord during the Term or any extension thereof, Tenant's right to any further extension shall thereby be automatically canceled. Any such right of termination of Landlord contained herein shall continue during the Term and any subsequent extension hereof.

No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Premises, unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Premises by Landlord. Separate actions may be maintained each month by Landlord against Tenant to recover the damages then due, without waiting until the end of the Term of this Lease to determine the aggregate amount of such damages.

If and to the extent permitted by law, Tenant waives the benefit of any and all homestead and other exemptions, and rights of redemption or restoration of the operation of this Lease, following entry of a judgment for possession of the Premises by a court of competent jurisdiction, conferred by any present or future law or otherwise.

(c) Non-Waiver of Defaults. The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the

validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provisions. No waiver of any default and breach of this Lease shall be held to be a waiver of any other default or breach. The receipt of rent by Landlord at a time after rent is due under this Lease shall not be construed as a waiver of such default. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or omission by Landlord or its employees or agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

(d) Attorneys' Fees. If Tenant defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and Landlord places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery of possession of the Premises in the hands of an attorney, or if Landlord incurs any fees or out-of-pocket costs in any negotiation or transaction in connection therewith, Tenant agrees to reimburse Landlord for the attorneys' fees and costs incurred thereby, . If either party files a lawsuit arising from a dispute under this Lease, each party shall be responsible for its own costs and expenses associated with such lawsuit unless awarded by a court of law.

(e) Survival. Tenant's liability pursuant to this Section 18 shall survive the termination of this Lease, the institution of summary proceedings and/or the issuance of a warrant thereunder.

19. BANKRUPTCY. An Event of Bankruptcy under this Lease shall mean any of the following: (a) Tenant, any guarantor of this Lease, any general partner of Tenant, or any member or shareholder holding at least a 50% financial interest or other controlling interest if Tenant is a limited liability company or closely held corporation (individually, a "Tenant Party" and collectively, the "Tenant Parties") become insolvent (as defined by either the United States Bankruptcy Code or the laws of any state, hereinafter collectively the "Insolvency Laws"); (b) appointment of a receiver or custodian, or the institution of a foreclosure or attachment action, for any property of any Tenant Parties; (c) filing of a voluntary bankruptcy petition by any Tenant Parties under any Insolvency Laws; (d) filing of an involuntary bankruptcy petition against any Tenant Parties under any Insolvency Laws which is not dismissed within sixty (60) days of filing or results in the issuance of an order for relief; or (e) a Tenant Party making or consenting to an assignment for the benefit of any creditors.

20. ACCESS TO THE PREMISES. Landlord, its employees and agents and any mortgagee of the Building, shall have the right to enter any part of the Premises at all reasonable times, with 24 hours prior notice to Tenant (except in the event of an emergency), for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants and for making such repairs, alterations or improvements to the Premises or the Building as Landlord may deem necessary or desirable; provided that in the event of an emergency, entry shall be permitted at any time, for any purpose and in any manner. If representatives of Tenant shall not be present to open and permit such entry into the Premises at any time when such entry is necessary or permitted hereunder, Landlord and its employees and agents may enter the Premises by means of a master key or otherwise, Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, nor entitle Tenant to any abatement of rent therefor.

Subject to the terms of this Lease and Rules and Regulations and such security measures that Landlord may reasonably deem necessary or desirable for the safety and security of the Building or the Premises, Tenant shall have access to the Premises 24 hours per day, 7 days per week, subject to full or partial closures which may be required from time to time for construction, maintenance, repairs, actual or threatened emergency or other events or circumstances which make it reasonably necessary to temporarily restrict or limit access.

21. SURRENDER OF PREMISES. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord, together with all keys, access cards, alterations, improvements, and other property as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense, which shall be payable upon demand. Upon such expiration or termination, Tenant's personal property, trade fixtures, furniture, and equipment shall remain Tenant's property, Tenant shall remove the same prior to the expiration or earlier termination of this Lease and promptly repair any damage caused by any such removal and

restore the Premises to the condition existing prior to the installation of the items so removed. Any of Tenant's trade fixtures, furniture or equipment not so removed shall be considered abandoned and may be retained by Landlord or be removed and/or destroyed at Tenant's expense.

22. HOLDING OVER. If Tenant remains in possession of the Premises without the consent of Landlord after the expiration or earlier termination of this Lease, Tenant's holding over shall be deemed an unlawful detainer and Tenant shall be subject to immediate eviction. During said holdover, Tenant shall be subject to all of the terms, conditions, covenants and provisions of this Lease, except that Tenant shall pay to Landlord, on a monthly basis, 150% of the last current monthly installment of Base Rent and Rent Adjustment for its use and occupancy of the Premises. Tenant shall vacate and surrender the Premises to Landlord upon Tenant's receipt of notice from Landlord to vacate. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided in writing by the parties.

23. RELOCATION. Intentionally Deleted.

24. QUIET ENJOYMENT. Except as provided in Section 22 hereof to the extent that it may be applicable, if and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall, at all times during the Term hereof, have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises without any interference from Landlord or its successors and assigns, subject to any mortgages, underlying leases or other matters of record to which this Lease is or may become subject.

25. TAX STATUS OF BENEFICIAL OWNER. Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord qualify as real estate investment trusts pursuant to Sections 856, et seq. of the Internal Revenue Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of the Lease, as amended, that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "Adverse Event") is of material concern to Landlord and such beneficial owners. In the event that the Lease, as amended, or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification.

26. NOTICE AND PLACE OF PAYMENT. All rent and other payments required to be made and any notices to be given shall be delivered or mailed to the addresses specified in this Section 26, below, or at any other address within the United States as each party may specify from time to time by written notice given to the other. Any notice, demand or request required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced to writing and mailed by Registered or Certified mail, postage prepaid, to the party who is to receive such notice, demand or request at the address specified in this Section 26, below, or at such other address as Landlord or Tenant may specify from time to time by written notice. When delivering such notice, demand or request shall be deemed to have been given as of the date it was so delivered or mailed.

Landlord's Notice Addresses:

BSREP II MD OFFICE ONE CENTRAL LLC
c/o Trigild IVL, LLC
8111 Douglas Ave., Suite 600
Dallas, TX 75225
Attn: Chris Neilson

Tenant Notice Address:

Montgomery County
Office of Real Estate, Attn: Chief
101 Monroe St., 9th FL
Rockville, MD 20850

With a Copy that does not constitute notice to:

Montgomery County
Office of the County Attorney
101 Monroe St. 3rd FL
Rockville, MD 20850

Landlord's Address for Payment of Rent:

If delivered via US Mail, checks should be made payable to BSREP II MD Office One Central LLC and mailed to:

BSREP II Montrose Metro LLC
P.O. Box 716139
Philadelphia, PA 19171-6139

If sent by ACH/Wire:

Bank Name: Wells Fargo Bank, N.A.
Bank Address: San Francisco, CA
ABA/Routing Number: 121 000 248
Account Number: 4174565531
Account Name: BSREP II Montrose Metro LLC

Or such other place as Landlord may designate from time to time.

27. MISCELLANEOUS GENERAL PROVISIONS

(a) **Payments Deemed Rent.** Any amounts of money to be paid by Tenant to Landlord pursuant to the provisions of this Lease, whether or not such payments are denominated "rent" or "additional rent" and whether or not they are to be periodic or recurring, shall be deemed rent or additional rent for purposes of this Lease; and any failure to pay any of same as provided in Section 18(a) hereof shall entitle Landlord to exercise all of the rights and remedies afforded hereby or by law for the collection and enforcement of Tenant's obligation to pay rent.

(b) **Estoppel Letters.** Tenant shall, within ten (10) business days following written request from Landlord, execute, acknowledge and deliver to Landlord or to any lender, purchaser or prospective lender or purchaser designated by Landlord, a written statement certifying (i) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification); (ii) the date to which rent has been paid; (iii) that there are not, to Tenant's knowledge, any uncured defaults (or specifying such defaults if any are claimed); (iv) that any successor Landlord and/or mortgagee shall not be liable for the payment of rent by Tenant more than one month in advance; (v) that any successor Landlord and/or mortgagee shall not be liable for the completion of any Landlord's work; (vi) the Lease contains the entire agreement between the parties; (vii) the Lease has not been assigned or subleased as set forth in Section 16(a); (viii) no damage has occurred to the Premises as the result of a casualty; (ix) the Premises have not been reduced in size as a result of a condemnation proceeding; and (x) such further matters as may be reasonably requested by Landlord. Any such statement may be relied upon by any prospective purchaser or mortgagee of all or any part of the Building. Tenant's failure to deliver such statement within the period stated above shall be an immediate default by Tenant without further notice or demand being required by Landlord under Section 18, and, without limiting Landlord's other remedies, shall be conclusive upon Tenant that this Lease is in full force and effect, unmodified, and that there are no uncured defaults in Landlord's performance hereunder.

(c) **Broker(s).** Tenant covenants, warrants and represents that no broker except Jones Lang LaSalle Brokerage, Inc., who represents the interests of Tenant (the "Tenant's Broker"), was instrumental in bringing about or consummating this Lease and that no other party is entitled, as a result of the actions of Tenant, to a commission or other fee resulting from the execution of this Lease. Tenant agrees to indemnify and hold harmless Landlord against and from any and all claims, costs, expenses and liabilities in connection with Tenant's breach of this representation and warranty (including, without limitation, attorneys' fees and expenses) and Tenant shall pay any compensation to any other broker or person who may be entitled thereto. Such indemnity obligation shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim and shall survive the expiration or earlier termination of this Lease. Landlord shall pay any brokerage commissions due Tenant's Broker pursuant to a separate agreement.

(d) **Applicable Law.** This Lease and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State where the Building is located. Any lawsuit arising under this Lease shall be filed in the State Courts of Montgomery County, Maryland.

(e) **Entire Agreement.** This Lease, including all Exhibits, Riders and Addenda, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

(f) **Binding Effect.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that Landlord, its successors and assigns shall be obligated to perform Landlord's covenants under this Lease only during and in respect of their successive periods as Landlord during the Term of this Lease.

(g) **Severability.** If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(h) **No Partnership.** Landlord shall not, by virtue of the execution of this Lease or the leasing of the Premises to Tenant, become or be deemed a partner of Tenant in the conduct of Tenant's business on the Premises or otherwise.

(i) **Headings; Gender.** As used in this Lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The topical headings of the sections of this Lease are inserted only as a matter of convenience and reference, and do not affect, define, limit or describe the scope or intent of this Lease.

(j) **Waiver of Jury Trial.** Landlord and Tenant desire a prompt resolution of any litigation between them with respect to this Lease. Landlord and Tenant waive trial by jury in any action, suit, proceeding and/or counterclaim brought by either against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, any claim of injury or damage and/or any statutory remedy. This waiver is knowingly, intentionally and voluntarily made by the parties. Each acknowledges that neither the other party nor any person acting on behalf of the other party has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. The parties further acknowledge that each has been represented (or has had the opportunity to be represented) in the signing of this Lease and the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. The parties further acknowledge that each has read and understands the meaning and ramifications of this waiver of jury trial.

(k) **Intentionally Deleted.**

(l) **Right to Change Building Name and Address.** Landlord reserves the right to change the name or street address of the Building and shall have no liability to Tenant therefor.

(m) **Requirement of Identification.** Landlord, or its contractor(s), may require all persons entering or leaving the Building during such hours as Landlord may reasonably determine, to identify themselves by registration or otherwise, and to establish their right to leave or enter, and to exclude or expel any peddler, solicitor or beggar at any time from the Premises or Building.

(n) **Reserved Areas, Light and Air.** This Lease does not give Tenant any right to use, and Landlord hereby excludes and reserves for its sole and exclusive use, the following areas in and about the Premises: janitor closets, stairways and stairwells, fan, mechanical, electrical, telephone and similar rooms (other than those installed for Tenant's exclusive use); elevator, pipe and other vertical shafts, flues and ducts; all areas above the acoustical ceiling and below the finished floorcovering installed in the Premises; all other structural or mechanical elements serving other areas of the Building; and all subterranean, mineral, air, light and view rights.

(o) **Limitation of Landlord's Personal Liability; Limitation of Tenant's Recourse.** Tenant is granted no contractual right of termination by this Lease unless expressly set forth herein. If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building and Land for the collection of such judgment and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment, and as such, it being agreed and understood that Landlord (and its officers, partners, members, shareholders, agents and employees) shall never be personally liable for any such judgment and Tenant further agrees that Landlord shall not be liable for any deficiency. Additionally, in no event shall Landlord be liable to Tenant for consequential, special, punitive or exemplary damages by reason of a failure to perform (or a default) by Landlord hereunder or otherwise.

(p) **Time of Essence.** Time is of the essence of this Lease and each of its provisions.

(q) **Examination of Lease.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for Lease, and it is not effective as a Lease or otherwise until execution by and delivery to both Landlord and Tenant.

(r) **Construction.** The parties (i.e., Landlord and Tenant) hereto hereby acknowledge and agree that (i) each party hereto is of equal bargaining strength, (ii) each such party has actively participated in the drafting, preparation and negotiation of this Lease, (iii) each such party has consulted with such party's own, independent counsel, and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Lease, (iv) each such party and such party's counsel and advisors have reviewed this Lease, (v) each such party has agreed to enter into this Lease following such review and the rendering of such advice, and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Lease, or any portions hereof, or any amendments hereto.

(s) **Tenant Requests.** If during the Term, as the same may be extended from time to time, Tenant requests any modifications and/or amendments to the Lease in order to document the provision of materials or services which shall be provided exclusively to Tenant (which Landlord is willing to agree to as evidenced by a written agreement signed by both parties), Tenant, by execution of this Lease, agrees and consents that it shall be solely responsible for Landlord's reasonable attorneys' fees incurred in the review and/or production of any document necessary to accommodate Tenant's specific request.

(t) **Tenant's Authority.** Tenant hereby covenants, warrants and represents: (i) that each individual executing or attesting and delivering this Lease on behalf of Tenant is duly authorized to do so in accordance with the organizational documents of Tenant, (ii) that this Lease is binding upon Tenant, (iii) that Tenant is duly organized and legally existing in the State of Maryland and authorized to transact business in the State of Maryland, and (iv) that the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which Tenant is a party or by which Tenant may be bound.

(u) **OFAC.** Tenant is currently (a) in compliance with and shall at all times during the term of this Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order (including Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or regulation relating thereto, and (b) not listed on, and shall not during the term of this Lease be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation.

(v) **NO REPRESENTATIONS.** LANDLORD AND LANDLORD'S AGENTS HAVE MADE NO WARRANTIES, REPRESENTATIONS OR PROMISES (EXPRESS OR IMPLIED) WITH RESPECT TO THE PREMISES, THE BUILDING OR ANY OTHER PART OF THE LAND (INCLUDING, WITHOUT LIMITATION, THE CONDITION, USE OR SUITABILITY OF THE PREMISES, THE BUILDING OR THE LAND), EXCEPT AS HEREIN EXPRESSLY SET FORTH AND NO RIGHTS, EASEMENTS OR LICENSES ARE ACQUIRED BY TENANT BY IMPLICATION OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THE PROVISIONS OF THIS LEASE.

(w) **Landlord Disclosure.** Tenant acknowledges that certain Landlord agents and/or leasing representatives are licensed Salespeople or Associate Brokers under the laws of the State of Maryland.

(x) **No Recording.** This Lease may not be recorded among the Land Records of the County in which the Building is located or among any other public records, except to the extent required by applicable law.

(y) **Inability to Perform.** This Lease and either party's obligations hereunder shall in no way be affected, impaired or excused, nor shall either party have any claim against the other for damages, because the non-performing party, due to force majeure, is unable to fulfill any of its obligations under this Lease, including, but not limited to, any obligations to provide any services, repairs, replacements, alterations or decorations or to supply any improvements, equipment or fixtures. The foregoing shall not excuse Tenant's obligation to pay Rent in the amounts and when due pursuant to the terms and conditions of this Lease.

28. PARKING. During the Term of this Lease and so long as no default has occurred and is then continuing beyond any applicable notice and cure period, Landlord shall grant to Tenant, at the Building standard rates in effect from time to time (which rate is \$90.00 per permit per month for each unreserved space, as of the date of this Lease, subject to increase), a non-exclusive license for the use of up to two and one-half (2.5) unreserved parking space permit(s) per 1,000 rentable square feet of space leased by Tenant (the "Spaces") in the parking facilities serving the Building. Notwithstanding the foregoing, two (2) of such unreserved parking space permits shall be provided to Tenant at no cost during the Term. The location of such Spaces will be determined by Landlord, its parking agents, lessees or operators and may change from time to time upon reasonable notice to Tenant. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Additionally, Tenant and its employees, agents, contractors, invitees and licensees shall use the parking facilities at their own risk and Tenant, for itself and on behalf of such parties, hereby releases Landlord from and against, any loss, damage or injury relating to Tenant's or such parties' use of the parking facilities except to the extent caused by the negligent acts or omissions of Landlord, its employees' or contractors'. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate Spaces between Tenant and other tenants, or institute a valet, self-parking or other system. There will be no assigned parking unless Landlord, in its sole discretion, deems such assigned parking advisable. Landlord may identify such parking areas where employees, agents and contractors may park, and Landlord may, at Tenant's sole cost, enforce any violation of this obligation. Tenant and its employees, agents and invitees shall observe reasonable safety precautions in the use of the parking facilities and shall at all times abide by all rules and regulations promulgated by Landlord and/or the parking facilities operator governing use of the parking facilities. In furtherance of the foregoing, no vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant, or any of Tenant's employees, contractors or invitees, and deemed abandoned by Landlord will be towed and all costs thereof shall be borne by Tenant. All driveways, ingress and egress, and all Spaces are for the joint use of all tenants and their visitors. The provision of and availability of any parking area is not guaranteed under this Lease. Nothing herein shall be construed to grant to Tenant any estate in real property nor the exclusive right to a particular Space, but shall be a revocable non-exclusive license only. In the event Tenant requests the towing of unauthorized vehicles from the Building's parking area or Landlord otherwise incurs costs in the enforcement of its rights hereunder, Tenant agrees to reimburse Landlord for the costs thereof within ten (10) days of receipt of an invoice therefor. The parties agree that Tenant's use of the parking area shall be solely for automobile parking (i.e. no commercial vehicles) and for no other purpose. Notwithstanding anything in this Lease (including, but not limited to, this Section 28) to the contrary, in the event Tenant (i) elects not to use one or more of the Space(s) allocated to Tenant pursuant to this Section 28; (ii) fails to pay the monthly fee with respect to one or more of the Space(s) allocated to Tenant pursuant to this Section 28 as required under this Section 28 (and such failure continues for five (5) days following the due date thereof); or (iii) does not actually utilize one or more of the Space(s) allocated to Tenant pursuant to this Section 28 (each Space described in any of the foregoing subsections (i), (ii) or (iii), an "Unutilized Space"), then in any such event, Landlord shall have the right (but not the obligation) to lease each such Unutilized Space to a third party and Tenant will have no right to use such Unutilized Space; however, in the event such Unutilized Space falls within the foregoing subsections (i) or (iii), then Tenant will thereafter have the right to use of such Unutilized Space upon at least thirty (30) days' written notice to Landlord.

29. FINANCIAL STATEMENTS. Concurrently with Tenant's execution of this Lease, and thereafter at any time during the Term and any extensions thereof, Tenant shall provide a copy of Tenant's most recent financial statements to Landlord within thirty (30) days of Landlord's written request therefor, but no more frequently (unless needed in connection with the sale or financing of the Building) than twice during any calendar year. All financial statements provided by Tenant

to Landlord hereunder shall be (i) signed by an officer of Tenant, who shall attest to the truth and accuracy of the information set forth in such statements, and (ii) prepared in conformity with generally accepted accounting principles, consistently applied.

30. LENDER APPROVAL. Intentionally Deleted.

31. OPTION TO EXTEND.

(a) **Renewal Term.** Provided that (i) the Lease (as amended) is in full force and effect as of the date of the Renewal Notice (as such term is hereinafter defined), (ii) Tenant has not committed a monetary or non-monetary default during the Term, (iii) at the time of exercise of this option and at the time of commencement of the Renewal Term (as defined herein) Tenant shall not be in default of this Lease beyond the expiration of any applicable cure period and no default has occurred and is then continuing, (iv) the Tenant originally named herein remains in possession of and has been continuously operating in and occupying the Premises throughout the Term, and (v) Tenant has not assigned or subleased the original Premises, then the Tenant named in this Lease shall have the option to extend the Term of this Lease for two (2) additional, successive terms of three (3) years each (each, a "Renewal Term") commencing on the day after the Expiration Date or the then expiring Renewal Term, as applicable. Tenant's option with respect to each Renewal Term shall be exercisable by written notice (the "Renewal Notice") to Landlord given not later than nine (9) months prior to the Expiration Date or the then expiring Renewal Term, as applicable. Each Renewal Term shall constitute an extension of the Term of this Lease and shall be upon all of the same terms and conditions as the initial Term, except that (w) Tenant's options to renew will be adjusted to include only then unexercised options, if any, (x) Landlord shall not be required to furnish any materials or perform any work to prepare the Premises for Tenant's occupancy and Landlord shall not be required to make any tenant allowance or reimburse Tenant for any alterations made or to be made by Tenant, or grant to Tenant any rent concession, and (y) the Base Rent for each Renewal Term shall be as determined pursuant to the provisions of subsections (b) through (f) below and shall commence on the first day of the respective Renewal Term.

(b) **Fair Market Rent.** The Base Rent for the Premises during a Renewal Term shall be the Fair Market Rent. "Fair Market Rent" means 100% of the then-prevailing market renewal rent for comparable space in comparable buildings in the North Bethesda, Maryland submarket.

(c) **Landlord's Determination.** If Tenant timely exercises the renewal option pursuant to subsection (a) above, then Landlord shall notify Tenant (the "Rent Notice") of Landlord's determination of the Fair Market Rent ("Landlord's Determination"), which Rent Notice shall be delivered to Tenant no later than thirty (30) days following Landlord's receipt of the Renewal Notice. Tenant shall notify Landlord ("Tenant's Notice"), within thirty (30) days after Tenant's receipt of the Rent Notice, whether Tenant accepts or disputes Landlord's Determination, and if Tenant disputes Landlord's Determination, Tenant's Notice shall set forth Tenant's determination ("Tenant's Determination") of the Fair Market Rent. If Tenant fails to give Tenant's Notice within such thirty (30) day period, Tenant shall be deemed to have accepted Landlord's Determination.

(d) **Arbitration.** If Tenant timely disputes Landlord's Determination, and Landlord and Tenant fail to agree as to the Fair Market Rent within thirty (30) days after the giving of Tenant's Notice, then the Fair Market Rent shall be determined as follows: a senior officer of a North Bethesda, Maryland leasing brokerage firm (the "Baseball Arbitrator") shall be selected and paid for jointly by Landlord and Tenant. If Landlord and Tenant are unable to agree upon the Baseball Arbitrator, then the same shall be designated by the American Arbitration Association ("AAA"), under its then-current commercial arbitration rules. The Baseball Arbitrator selected by the parties or designated by the AAA shall have at least ten (10) years' experience in (i) the leasing of first class office space in the North Bethesda, Maryland submarket, or (ii) the appraisal of first class office buildings in the North Bethesda, Maryland submarket. Landlord and Tenant shall each submit to the Baseball Arbitrator and to the other Landlord's Determination and Tenant's Determination of the Fair Market Rent of the Premises. The Baseball Arbitrator may not select any other rental value for the Premises, other than one submitted by Landlord or Tenant. The determination of the Baseball Arbitrator so selected or designated shall be binding upon Landlord and Tenant and shall serve as the basis for the determination of the Base Rent payable for the Renewal Term. After a determination has been made of the Fair Market Rent, the parties shall execute and deliver an instrument setting forth the Fair Market Rent, but the failure to so execute and deliver any such instrument shall not affect the determination of Fair Market Rent.

(e) Payment. If Tenant disputes Landlord's Determination and if the final determination of Fair Market Rent shall not be made on or before the first day of the Renewal Term, then, pending such final determination, Tenant shall pay, as the monthly installment of Base Rent for the Renewal Term, an amount equal to monthly installment of Base Rent utilizing Landlord's Determination. If, based upon the final determination of the Fair Market Rent, the installments of Base Rent made by Tenant for such portion of the Renewal Term were (I) less than the installments of Fair Market Rent payable for such portion of the Renewal Term, Tenant shall pay to Landlord the amount of such deficiency within ten (10) days' after demand therefor, or (II) greater than the installments of Fair Market Rent payable for such portion of the Renewal Term, Landlord shall credit the amount of such excess against installments of Base Rent payable by Tenant next coming due.

(f) Time is of the Essence. It is an express condition of the option granted to Tenant pursuant to the terms of this Section 31 that time is of the essence with respect to Tenant's exercise of such option by the date specified in this Section 31.

(g) Personal to Tenant. The option granted in this Section 31 shall be personal to the original Tenant named herein and shall expire and terminate upon the sublet of any portion of the Premises or the assignment of Tenant's interest in this Lease or any portion thereof

32. NON-APPROPRIATION.

(a) Any obligation or liability of the Tenant arising in any way under this 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. Landlord specifically acknowledges that Tenant has appropriated funds for the payment of Base Rent, Additional Rent and other monetary obligations owing under the Lease (collectively, "Rent") only for the first Lease Year of the Term. Landlord further acknowledges and agrees that Tenant's obligation under the Lease to pay Rent in future years is subject to, limited by and contingent upon the appropriation and availability of funding for such purpose in future years. The term Tenant, as used herein, includes the Montgomery County Executive, the Montgomery County Council, and all Montgomery County employees and agents of Tenant. Tenant makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of Rent. Landlord acknowledges and agrees that Tenant's budget constitutes an executive and legislative function that cannot be contracted away. Landlord irrevocably waives any claim for unpaid Rent or other damages of any kind or nature whatsoever against Tenant if funds are not appropriated in future years for payment of Rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of Tenant to appropriate funds or constitutes a default under this Lease.

(b) Landlord does not waive any claims which arise from Tenant's performance of its obligations under the Lease prior to the date of non-appropriation. Notwithstanding the foregoing to the contrary, it is agreed and understood that the limitation of appropriation of funds for payment of Rent does not in any way limit Tenant's obligations (both monetary and non-monetary) that arose prior to the expiration of the Term or earlier termination of this Lease and which, per the express terms of this Lease, survive the expiration of the Term or earlier termination of this Lease.

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

(d) Tenant's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on Tenant's budget will take place each May for the upcoming fiscal year, between the 15th and 31st day of the month. Tenant shall give Landlord notice, in writing, no later than thirty (30) days after a final decision not to appropriate funds sufficient for Tenant to pay Rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which Tenant has appropriated funds sufficient to pay Rent and will state the date by which Tenant will vacate the Premises. 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.

33. EXPANSION SPACE.

(a) If, at any time after the Effective Date and during the initial Term, Tenant desires additional space on the same floor as, and adjacent to, the Premises, then Tenant shall notify Landlord in writing of its expansion needs (the "**Expansion Notice**"). Within thirty (30) days following delivery of such notice, Landlord shall give Tenant written notice ("**Offer Space Notice**") of any available space (or space soon to become available) so located. Such Offer Space Notice shall identify the location, configuration and size of the space ("**Offer Space**"), as well as the applicable business terms under which Landlord is willing to lease such space (such as duration, commencement date, concessions, base rent, and additional Rent). Within thirty (30) days after the date the Offer Space Notice is given to Tenant, the time of giving of such notice to be of the essence of this Section, Tenant shall give Landlord written notice ("**Offer Acceptance Notice**") of its election to lease the entire Offer Space. Notwithstanding any terms to the contrary herein, for purposes hereof, "Offer Space" shall mean vacant space which, (a) at the time Landlord receives the applicable Expansion Notice, (1) is not subject to (x) any lease or other occupancy agreement, or (y) any expansion options, rights of refusal, rights of opportunity, rights of offer and other similar expansion rights, (2) is not then the subject of good faith negotiations between Landlord and a prospective tenant and (b) if leased to Tenant would not, in Landlord's reasonable judgment, cause the useable area adjacent to the Offer Space be a non-leasable configuration or non-leasable amount of useable area.

(b) After receipt of any such Offer Acceptance Notice, Landlord and Tenant shall enter into an amendment to this Lease acceptable to Landlord and Tenant to amend the Lease pursuant to the terms and conditions of the Offer Space Notice. Except as set forth in the Offer Space Notice, the terms and conditions of the Lease as they apply to the Premises shall govern Tenant's lease of the Offer Space. The Offer Space leased by Tenant hereunder shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of such Offer Space or the date the term for such Offer Space commences, unless the Offer Space Notice specifies work to be performed by Landlord in such Offer Space, in which case Landlord shall perform such work in such Offer Space. If Landlord is delayed delivering possession of such Offer Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space, and the commencement of the term for such Offer Space shall be postponed until the date Landlord delivers possession of such Offer Space to Tenant free from occupancy by any party.

(c) In the event that Tenant fails to give the Offer Acceptance Notice within thirty (30) days of the date the Offer Space Notice is given to Tenant or, in the event Tenant shall have timely given Landlord the Offer Acceptance Notice and Tenant shall not have executed an amendment of this Lease as aforesaid within thirty (30) days from the date the Tenant is given such an Amendment, Tenant shall be deemed to have waived its right with respect to the Offer Space.

(d) Tenant's right of offer granted hereunder shall be subordinate to any and all existing rights or interests conferred to other tenants for all or any portion of the Offer Space, as contained in any lease, or otherwise, in effect on the date of execution of this Lease including, without limitation, (i) options or rights regarding renewal, extension or expansion, (ii) subleases and (iii) assignments.

(e) Tenant acknowledges and agrees that any right of offer granted herein shall be deemed personal to Tenant and if Tenant subleases, assigns or otherwise transfers any interests under this Lease prior to the exercise of any right of offer granted under this exhibit, such right shall lapse and be of no further force or effect.


(f) Tenant shall be deemed to have waived its rights under this Section in the event that Tenant is in default under the Lease beyond any applicable notice and grace period as of the time of either the Offer Space Notice or the Offer Acceptance Notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.


LANDLORD:

TRIGILD IVL, LLC,
solely in its capacity as receiver for the specific assets of
BSREP II MD OFFICE ONE CENTRAL LLC,
a Delaware limited liability company


By: 
Printed: Chris Neilson
Title: Agent for the Receiver
Dated: August 8, 2025

TENANT:

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

By: 
Printed: Richard S. Madaleno
Title: Chief Administrative Officer
Dated: 8/6/2025

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

BY: 
Neal Anker
Assistant County Attorney
Date: 8/6/2025

RECOMMENDED

BY: 
Cynthia Brennehan, Chief
Office of Real Estate
Date: 08/06/2025

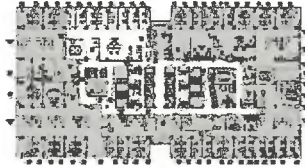
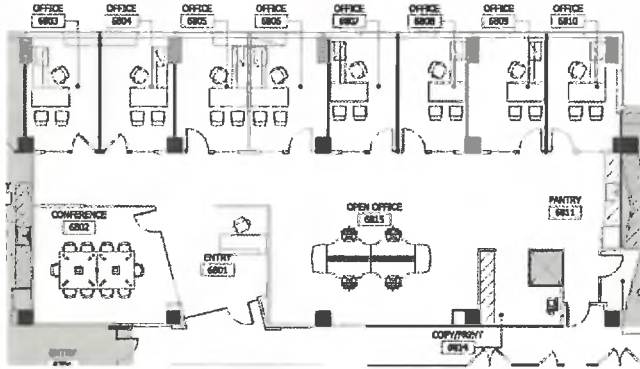
EXHIBITS

- A) Demising Plan
- B) Memorandum of Commencement Date
- C) Rules & Regulations

EXHIBIT A DEMISING PLAN

SUITE 680

4,256 SF



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Brookfield
Properties



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EXHIBIT B

Memorandum of Commencement Date

THIS MEMORANDUM OF COMMENCEMENT DATE is entered into on _____, 202_ by **TRIGILD IVL, LLC**, solely in its capacity as receiver for the specific assets of BSREP II MD OFFICE ONE CENTRAL LLC; a Delaware limited liability company ("Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a(n) _____ ("Tenant").

RECITALS

A. Landlord and Tenant have previously executed that certain Lease dated _____, 202_ (the "Lease"), pursuant to which Tenant has leased from Landlord approximately 4,256 rentable square feet (the "Premises") on the sixth floor of One Central Plaza, 11300 Rockville Pike, Suite 680, Rockville, Maryland 20852 as more particularly described in the Lease.

B. Pursuant to the Lease, Landlord and Tenant have agreed to execute this Memorandum of Commencement Date to confirm the Commencement Date of the Lease Term. All capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Lease.

AGREEMENTS

NOW, THEREFORE, the parties hereto confirm and agree that in the event of any conflict between the Lease and the information below, the following information shall control.

1. Landlord and Tenant do hereby declare that possession of the Premises was accepted by Tenant on the _____ day of _____, 202_.
2. As of the date hereof, the Lease is in full force and effect, and Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to said date.
3. The Commencement Date of the Lease occurred on _____, 202_ and the Expiration Date is _____, 202_.
4. Except as may have been amended above, Landlord and Tenant hereby ratify and confirm the Lease in all respects. This Memorandum of Commencement Date may be executed in one or more counterparts, which having been signed by all the parties hereto shall be taken as one original.

LANDLORD:

TRIGILD IVL, LLC,

solely in its capacity as receiver for the specific assets of
BSREP II MD OFFICE ONE CENTRAL LLC,
a Delaware limited liability company

By: _____
Printed: _____
Title: _____
Dated: _____

TENANT:

MONTGOMERY COUNTY, MARYLAND, a(n) _____

By: Richard S. Madaleno
Printed: Richard S. Madaleno
Title: Chief Administrative Officer
Dated: 8/6/2025

EXHIBIT C

RULES AND REGULATIONS

Tenant agrees to observe the rights reserved to Landlord in the Lease and agrees, for itself, its employees, agents, clients, customers, invitees and guests, to comply with the following rules and regulations with such reasonable modifications thereof and additions thereto as Landlord may make, from time to time, for the Building. Adherence to these rules and regulations by each and every tenant contributes to safe occupancy and quiet enjoyment of the Building. Any violation of these rules and regulations by any tenant which continues after notice from Landlord shall be a Default under such tenant's lease, at the option of Landlord.

1. The sidewalks, entries, passages, courtyard, corridors, stairways and elevators shall not be obstructed by any tenants, their employees or agents, or used by them for purposes other than ingress and egress to and from their respective suites. Boxes, cartons or any other debris which is to be thrown away by the cleaning crew should not be left in the corridors.
2. All heavy articles (i.e., safes) shall be carried up or into the Premises only at such times and in such manner as shall be prescribed by Landlord, and Landlord shall in all cases have the right to specify the proper weight and position of any such heavy article. Any damage done to the Building by taking in or removing any such equipment or from overloading any floor in any way shall be paid for by Tenant. Defacing or injuring in any way any part of the Building by Tenant, his agents or employees, shall be paid for by Tenant.
3. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any "subject service" on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any such contractual service. The term "subject service" shall mean the installation of electrical devices but not including telecommunications equipment and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. Such approval, if given, shall in no way make Landlord a party to any contract between Tenant and any such contractor, and Landlord shall have no liability therefor.
4. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of said Building. Landlord will supply building standard signage for Tenant's suite entrance, at Landlord's cost. Any additions, deletions or changes to the door signage after the original signage is installed shall also be at Tenant's cost. A directory in a conspicuous space, with the names of tenants, will be provided by Landlord; any necessary revisions to the directory will be made by Landlord within a reasonable time after notice from Tenant of the error or change making the revision necessary. No furniture shall be placed in front of the Building or in any lobby or corridor without written consent of Landlord. Landlord shall have the right to remove all other signs and furniture, without notice to Tenant, at the expense of Tenant.
5. Tenant shall have the non-exclusive use in common with Landlord, other tenants, their guests and invitees, of the driveways and sidewalks, subject to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord shall have the right to designate parking areas for the use of tenants of the Building and their employees, and tenants and their employees shall not park in parking areas not so designated, specifically including driveways, fire lanes, loading/unloading areas, walkways and building entrances. Tenant agrees that upon written notice from Landlord, it will furnish Landlord, within five (5) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of Tenant and its employees. Landlord shall not be liable for any vehicle of Tenant or its employees that Landlord shall have towed from the premises when illegally parked. Landlord will not be liable for damage to vehicles in the parking areas or for theft of vehicles, personal property from vehicles, or equipment of vehicles.
6. No tenant shall do or permit anything to be done in said Premises or bring or keep anything therein which will in any way increase the rate of fire insurance on said Building, or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said buildings or any part thereof, or conflict with any rules and ordinances of the local Board of Health or any governing bodies.
7. Employees of the Building will at all times keep a pass key, and agents of Landlord shall at all times be allowed admittance to Tenant's Premises in accordance with and subject to the terms of the Lease.
8. No additional locks shall be placed upon any doors without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. All keys to the Premises shall be furnished by Landlord in a reasonable number commensurate with the square footage leased. Additional keys shall be furnished at Tenant cost. Upon termination of this Lease, all keys shall be surrendered, and Tenant shall then give Landlord or its agent explanation of the combination of all locks upon any doors or vaults.
9. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in said Building, shall be covered or obstructed by any tenant.
10. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noises, or any unreasonable noise. No animals or pets of any kind will be allowed in the building; notwithstanding the foregoing, however,

dogs used specifically for the purpose of assisting visually-impaired or hearing-impaired individuals, whether that individual be a tenant, its employee or agent, shall be permitted within the Building.

11. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of the Building, shall be borne by the person who shall occasion it.

12. No bicycles or similar vehicles will be allowed in the Building.

13. Nothing shall be thrown out the windows of the Building or down the stairways or other passages or from the roof.

14. Tenant shall not be permitted to use or to keep in the Building any kerosene, camphene, burning fluid or other illuminating materials.

15. If any tenant desires, at its cost, telephonic or other electronic connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted.

16. Landlord will furnish building standard window covering on all exterior windows in the Premises which Tenant occupies, at Landlord's cost. If Tenant desires to install draperies, at Tenant's cost, they must be of such shape, color, materials and make as shall be prescribed by Landlord. Landlord or its agents shall have the right to enter the Premises to examine the same or to make such repairs, alterations or additions as Landlord shall deem necessary for the safety, preservation or improvement of the Building.

17. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.

18. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by Tenant or its employees, invitees or contractors shall be immediately replaced or repaired and put in order at Tenant's cost under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.

19. Tenant shall not install or authorize the installation of any vending machines or food preparation devices without Landlord's written approval. Landlord shall have the right to rescind this approval, if given, without liability to Tenant for reimbursement of any Tenant costs or expenses or to grant exclusive rights to vending machine operators.

20. No electric heaters, electric fans, water cooler, or other plumbing or electrical fixture is allowed in the Premises without the prior written consent of Landlord.

21. Before leaving the Premises unattended, Tenant shall close and securely lock all doors and transoms and shut off all lights, faucets and other utilities in the Premises. Any damage resulting from failure to do so shall be paid by Tenant.

22. Tenant shall not place any radio or television antenna on the roof or on or in any part of the inside or outside of the Building other than the inside of the Premises, or operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises, or operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere, without Landlord's written approval and under Landlord's direction.

23. Tenant shall not make or permit any offensive noise, vibration or odor to emanate from the Premises; or do anything therein tending to create, or maintain, a nuisance; or disturb, solicit or canvass any occupant of the Building, or do any act tending to injure the reputation of the Building.

24. Tenant shall not place anything or allow anything to be placed near the glass of any door, partition, or window which may be unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit on other elevators, any item normally taken in or out through the trucking concourse or service doors or in or on freight elevators; or, whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, shipping platform, or truck concourse. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition and move all supplies, furniture and equipment as soon as received directly to the Premises and move all such items and waste, other than waste customarily removed by employees of the Building, being taken from the Premises, directly to the shipping platform at or about the time arranged for removal therefrom.

25. Tenant shall not do any painting or decorating in, or mark, paint, cut or drill into, or drive nails or screws into, the exterior of the Premises or the storefront or other areas of the interior of the Premises that are visible from the outside of the Premises, or in any way deface any part of the outside or inside of the Premises or the Building, without the prior written consent of Landlord which shall not be unreasonably withheld. If Tenant desires signal, communication, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of Tenant, with the written approval and under direction of Landlord.

21. Upon written application by Tenant, and approval thereof by Landlord, Landlord shall furnish freight elevator service for Tenant at times other than those times provided for in the Lease at rates for such usage from time to time maintained in effect by Landlord. Landlord reserves the right at any time to take one elevator out of service to tenants for exclusive use by management in servicing the Building.

27. No smoking (including electronic and vapor cigarettes) shall be permitted in any of the Common Areas of the Building or in the tenant's premises. All cigarettes and related trash shall be disposed of in trash receptacles and not on the sidewalk, parking lot or grass.

28. Landlord shall not maintain suite finishes which are non-standard such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for repairs arise, Landlord shall arrange for the work to be done at tenant's expense. The foregoing notwithstanding, Landlord shall maintain or replace the existing dishwasher, disposal and refrigerator located in the Premises; provided, that Landlord shall not be responsible for any maintenance or replacements necessitated by any action or inaction of Tenant or its agents, employees, invitees, licensees, or visitors, and Tenant shall be responsible for routine cleaning or service required for such appliances. For the avoidance of doubt, the foregoing shall not apply to any free-standing appliances in the Premises, including any microwave, toaster oven, or ice machine, all of which shall be the responsibility of Tenant to maintain and replace as necessary.

29. Landlord's employees are prohibited from receiving articles delivered to the Building and, if any such employee receives any article for any tenant, such employee shall be acting as the agent of such tenant for such purposes.

30. Tenant must deliver to Landlord proof of insurance with respect to its vendors, agents, contractors and subcontractors before such parties may enter the Building. Such insurance shall be evidenced in the form of a certificate of insurance specifying Landlord, Landlord's property manager and Landlord's lender as named insureds. If the Lease does not already specify the type and amounts of insurance, then such insurance shall be provided in accordance with Landlord's then-current requirements for such parties based on the work, service or activity in question.

31. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation or desirability of the Building as a building for offices and, upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising.

32. Canvassing, soliciting and peddling in the Building is prohibited, and each tenant shall cooperate to prevent the same.