

LEASE/ OPTION AGREEMENT  
THIS IS NOT A CONTRACT TO BUY

THIS LEASE/OPTION AGREEMENT (hereinafter referred to as "Lease") made on  
1-22, 1996 between Montgomery County, Maryland a body  
corporate and politic, (hereinafter referred to as "Landlord") and  
RONALD C. BURRILL (hereinafter referred to as "Tenant").

NOW, THEREFORE, in consideration of the rents herein reserved and the agreements and  
covenants herein contained, Landlord and Tenant agree as follows:

1. **PREMISES.** The Landlord hereby leases to the Tenant and the Tenant hereby  
leases from the Landlord, the premises known as 19420 Wasche Road,  
Dickerson, Maryland, Montgomery County, Maryland with property  
boundaries as shown on the attached exhibit No. 1 (hereinafter referred to as  
the "Leased Premises").

2. **TERM.** (a) The term of this Lease shall be one year, to commence on  
2-1-96 and end on 2-1-97.

(b) Montgomery County law requires Landlords, unless there is reasonable  
cause otherwise, to offer all prospective Tenants lease agreements for initial  
terms of two (2) years. Such an offer may be accepted at the option of the  
prospective Tenant. Prior to entering this lease, the Tenant hereby  
acknowledges that (initial and date one option below):

A. I was offered and accepted a one year lease term by the  
Landlord. Ronald C. Burrill date 1-17-96

B. I was offered but rejected a one year lease term by the  
Landlord. N/A date N/A

C. I received a copy of a written statement in which the Landlord asserts  
and explains a reasonable cause for failing to offer me a two-year initial  
lease term and was advised of my rights to challenge such statement by  
filing a complaint with the Office of Landlord-Tenant  
Affairs. Ronald C. Burrill date 1-17-96

- (c) REASONABLE CAUSE. Montgomery County Government may sell the property at 19420 Wasche Road, Dickerson, Maryland in one year, therefore, a one year lease only will be offered.
3. TENANT'S OPTION TO PURCHASE. Tenant shall have the right of first refusal to purchase the Leased Premises or meet any offer therefore; when or if the Landlord decides to sell the property. Landlord's acceptance of Tenant's offer will not be unreasonably withheld. This is not however, intended to confer upon the Landlord any obligation to accept Tenants's offer above all other reasonable offers.
4. RENT. Tenant covenants and agrees to pay annual rent during the term of this Lease, payable by Tenant in equal monthly installments, in advance, on or before the first day of each month, to Landlord in the annual amount of \$10,200.00 Dollars <sup>no</sup>/100, payable in equal monthly installments of \$850.00 Dollars <sup>no</sup>/100. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of the first month shall be apportioned pro rata; thereafter rent shall be paid on the first day of the month ("Rent Due Date") of the term. Tenant covenants and agrees to pay the rent as set forth herein. Tenant covenants and agrees to pay the rent to Montgomery County Government at the Division of Revenue P.O. Box 6210, Rockville, Maryland 20849-6210 (or at such other place as Landlord may from time to time designate) without set-off, diminution, deductions or demand and the obligation to pay rent shall be independent of any other clause herein. Failure to pay the rent at the time specified will constitute default and the Landlord may avail itself of any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments for damages and/or repairs, required to be paid by Tenant to Landlord or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent," shall be deemed rent and shall be collectible as such.
5. LATE CHARGES. Tenant agrees that in the event Tenant shall fail to pay any installment of rent within ten (10) days beyond the date on which it is due and payable, Tenant shall pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the rent due. Such payment shall be

payable as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing herein contained, however, shall constitute a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the Leased Premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of n/a Dollars (\$ n/a ) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank. However, the ten (10) day late period is not a grace period, and the rent is due and payable on the first of each month.

6. SECURITY DEPOSIT.

(a) In accordance with the Annotated Code of Maryland, Real Property Article, Section 8-203, Tenant has deposited with the Landlord the sum of n/a Dollars (\$ n/a ), receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any rent or unpaid water bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, his family, guests, employees, tradespeople, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and shall not apply the same as the last month's rent.

(b) The security deposit shall be deposited, within thirty (30) days of receipt, into an escrow account in a federally insured banking or savings system within the state of Maryland. The Landlord must provide the Tenant, within thirty (30) days after the end of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the Leased Premises together with a statement of costs actually incurred. Within forty-five (45) days after the end of the tenancy, the Landlord shall return the deposit to the Tenant together with simple interest which shall be accrued in the amount of four percent (4%) per annum less any damages rightfully withheld. Interest shall accrue at six (6) month intervals from the day Tenant deposits the collateral security with Landlord, provided the security deposit is Fifty Dollars (\$50.00) or more.

(c) Upon signing of this Lease/Option Agreement both parties agree to waive payment of \$ 850.00 Security Deposit as consideration for Tenant providing supplies and labor to paint the interior facilities of the property located at 19420 Wasche Road.

(d) Tenant's obligations under this Lease shall not end merely because Tenant ceases to occupy the Leased Premises. Repairs required may be so substantial or of such a nature that work will not be completed within a thirty (30) day period following the termination of the tenancy, in which case the Tenant shall be notified of projected or estimated cost by the itemized list of damages, to be followed by a statement to Tenant of costs actually spent by Landlord, as soon as Landlord is appraised of such information.

(e) In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit shall be deemed to be held by the Landlord as a deposit made by the assigned or sublessee and the Landlord shall have no further liability with respect to return of such security deposit to the assignor.

(f) In the event of sale or transfer of any sort, including receivership of bankruptcy, the security deposit is binding on the successor in interest to the person to whom the deposit is given. Security deposits are free from any attachment by creditors.

7. ACCEPTANCE OF PROPERTY. The Tenant acknowledges that he has examined the Leased Premises and his acceptance of this Lease is conclusive evidence that the Leased Premises are in good and satisfactory order and repair unless otherwise specified herein. The Tenant further acknowledges that no other agreement has been made to redecorate, repair, or improve the Leased Premises unless hereinafter set forth specifically in writing. The Landlord will deliver the Leased Premises in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws. Tenant agrees to provide Landlord with a written list of all damages to the Leased Premises within fifteen (15) days of occupancy. This list is for information only, and Landlord shall not be obligated to make any repairs, except as required by law.

8. USES/AUTHORIZED OCCUPANT. The Leased Premises will be used solely for residential purposes. Tenant will not use the Leased Premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable federal, state, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the Leased Premises. Tenant expressly assumes the obligation and affirmative duty of prohibiting his family members and guests from possessing or bringing onto the Leased Premises any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the Leased Premises by the Tenant, his family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord to terminate the Lease and recover possession of the Leased Premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the Leased Premises by Tenant's family members or guests. This paragraph does not limit any rights the Landlord might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the Leased Premises if vehicular and foot traffic to and from the Leased Premises is of such magnitude so as to interfere with the enjoyment of neighbors.
9. NOTICES. All notices required or desired to be given to Landlord hereunder shall be to:
- Office of Real Estate Management  
110 N. Washington Street, Suite 318  
Rockville, Maryland 20850
- The property owner of the Leased Premises is Montgomery County, Maryland, a body corporate and politic. The address and telephone number for the owner and management entity are as follows:
- Office of Real Estate Management  
110 N. Washington Street, Suite 318  
Rockville, Maryland 20850  
(301) 217-6080
10. PETS. The Tenant shall not be allowed to keep pets on the Leased Premises.
11. MAINTENANCE.

(a) Tenant shall generally maintain the rental dwelling and the garage, shed and other appurtenances, if any, in a clean, sanitary and safe condition. Such maintenance shall include the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, batteries and light bulbs; clearing of gutters, window wells and drainage areas; cleaning of chimneys, fireplaces and pools (as applicable), and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers.

(b) Tenant shall not refinish or shellac the wood floors and shall keep them waxed with pastewax. Tenant shall keep grass, shrubbery and trees cut, trimmed and maintained; shall promptly remove ice and snow from all walks, steps and drives; and shall maintain grounds in good condition. Tenant shall keep the Leased Premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

(c) Landlord shall be responsible for replacement of or repairs to structural elements of the building, major appliances and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to: the roof, floor and ceiling systems; bearing walls and partitions; columns, lintel, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways.

(d) Tenant shall promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant shall not order repairs or replacements without prior approval from the Landlord. It is further agreed and understood that in the event the items described as Tenant's responsibilities in this Lease are not properly maintained in accordance with the terms hereof, after ten days written notice from Landlord to Tenant of the need for maintenance, if the maintenance is not performed, the Landlord shall have the right to complete the necessary maintenance and charge the Tenant for the expenses up to a maximum of \$50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of \$250.00 for total maintenance costs per annual lease term. The Landlord may consider the failure of the

Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this lease and may elect to terminate this Lease. Notwithstanding anything to the contrary herein, Tenant shall be responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission by the Tenant, his family, guests, employees or invitees.

(e) Montgomery County Code Chapter 8, "Building"; Chapter 22, "Fire Prevention"; Chapter 26, "Housing Standards"; and Chapter 59, "Zoning"; are incorporated by reference into this Lease as an express warranty of habitability and covenant to repair. Under no circumstances is Tenant to alter, repair, decorate or physically attach Tenant property to the Leased Premises, unless Landlord's written permission is obtained. A reasonable number of picture hangers is permitted.

12. UTILITIES. Tenant shall pay fuel charges, electric, water, sewer use, telephone cable, garbage collection, and any other utilities for the premises as and when the same shall become due, and make all required deposits thereof. Tenant shall provide and maintain appropriate receptacles and conveniences to remove ashes, rubbish and garbage. The Tenant agrees to maintain well and septic systems.
13. SMOKE DETECTORS. If any applicable law of any governmental body requires the installation of smoke detectors at the time of occupancy of the Leased Premises by Tenant, Landlord certifies to Tenant that the smoke detectors have been installed and are in proper working condition in accordance with said law prior to Tenant's occupancy. It shall be the responsibility of Tenant to check smoke detectors periodically during the tenancy and replace batteries as necessary to keep the smoke detectors in proper working condition and to report any malfunctions in said smoke detectors to Landlord in writing. Landlord assumes no responsibility or liability for any non-reported malfunction to or misuse of smoke detectors by the Tenant which results in injury or damage to persons or to the Leased Premises.
14. ALTERATIONS. Tenant, without the prior written permission of the Landlord, will not remodel or make any structural changes, alteration or additions to the Leased Premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliance or equipment, such as air

conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or pay television devices; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the Leased Premises or install additional locks without written consent of the Landlord.

15. VEHICLE PARKING. No motor vehicle, trailer or other such vehicle shall be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in garages, driveways or on the street.

16. INSURANCE.

(a) Tenant will do nothing and permit nothing to be done on or about the Leased Premises which will contravene any fire insurance policy covering the same. If the Tenant's use or occupancy of the Leased Premises increases the premium on any fire insurance policy, Tenant shall pay to the Landlord the difference in the insurance premiums over and above that existing as of the date of this Lease when and as same become due and payable or Tenant shall provide Landlord with written evidence of sufficient self-insurance for the additional amount.

(b) Tenant shall obtain and maintain, during the full term of this Agreement and any extension thereof, a policy of public liability insurance with bodily injury limits of Five Hundred Thousand (\$500,000.00) Dollars for injury (or death) to one person, Five Hundred Thousand (\$500,000.00) Dollars per occurrence, ~~and property damage insurance with a limit of One Hundred Thousand (\$100,000.00) Dollars.~~

(c) Tenant agrees to indemnify and save Landlord harmless from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractor's, licenses, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, or to the property of any person, occurring within the Leased Premises after the commencement date thereof, and until the end of the term of this Lease, so long as Tenant is in occupancy of any part of the premises, excepting claims that may be filed by virtue of the negligence of the Landlord, the Landlord's employees, contractor's, agents or servants.

17. SUBLET/ASSIGNMENT. Tenant shall not assign this Lease or sublet the Leased Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons.
18. HOLD HARMLESS. Tenant shall hold Landlord harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the Leased Premises which is within the exclusive control of the Tenant. Further, Landlord shall not be liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the premises or from any source, except due to the Landlord's negligence or violation of any applicable laws. The Landlord must reimburse the Tenant for any damage sustained by the Tenant due to the negligence of the Landlord.
19. JOINT AND SEVERAL LIABILITY. Each Tenant joining herein shall be jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.
20. INSPECTION. Landlord may enter the Leased Premises after due notice to the Tenant and without Tenant's objection in order to examine the same to make necessary repairs, decorations, alterations or improvements or to supply services during normal business hours. Landlord may enter the Leased Premises after due notice to Tenant and without objection from Tenant to exhibit the Leased Premises to prospective purchasers, mortgagees, or Tenants. Landlord may enter the Leased Premises immediately without notice to Tenant in an emergency situation and may enter after 24 hours notice to the Tenant if the Landlord has good cause to believe the Tenant may have damaged the Leased Premises or may be in violation of county, state, or federal law. Any request for service from Tenant to Landlord is construed to mean that permission to enter the Leased Premises has been granted.
21. DEFAULT. In the event of any default hereunder or if the Landlord shall at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, servants, guests, or invitees by causing annoyance to neighbors, or should the Tenant occupy the Leased Premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord, any governmental rental authority, or any

federal, state or local law, then and in any of said events, the Landlord shall have the right to terminate this Lease by giving the Tenant personally or by leaving at the Leased Premises a thirty (30) day written notice to quit and vacate the Leased Premises containing in said notice the basis for the termination, and this Lease shall terminate on the last day of the first complete month following delivery of such notice. The Landlord at the expiration of said notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said Leased Premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. Tenant agrees that any default of any provision of this lease shall constitute a substantial breach of this Lease.

22. WAIVER CLAUSE. Any waiver of a default hereunder shall not be deemed a waiver of any subsequent default under this Lease. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for any extended period of time.
23. TERMINATION - HOLD OVER. (a) Either Landlord or Tenant may terminate this Lease at the expiration of the Lease or any extension thereof by giving the other thirty (30) days' written notice of termination after the first lease year prior to the Rent Due Date. If the Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.
- (b) Failure to vacate the Leased Premises after proper notice may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages. Landlord may also bring an action for eviction against Tenant holding over after notice to vacate is given.
24. SURRENDER. (a) Tenant will, upon termination of this Lease, surrender the Leased Premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant shall at time of vacating the Leased Premises, clean said premises, including stove and refrigerator, and remove all trash from premises. If such cleaning and removal of trash is not accomplished by the Tenant, or if the Leased Premises are not left in good and clean condition, then any action deemed necessary by

the Landlord to accomplish same shall be taken by the Landlord at the Tenant's expense. Upon vacating the Leased Premises, Tenant shall deliver all keys to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

(b) Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Leased Premises if Tenant notifies Landlord by certified mail fifteen (15) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord shall notify Tenant by certified mail of the time and date when the Leased Premises are to be inspected. The inspection date shall occur within five (5) days before or five days after the date of moving as designated in Tenant's notice.

25. ABANDONED PROPERTY. Any personal property which is left on the Leased Premises for more than seven (7) days after termination of the tenancy shall be considered to be abandoned and shall, at Landlord's option, become Landlord's property and Landlord may dispose of it at Tenant's expense. Landlord shall not be liable to Tenant or any other person for the loss of property so abandoned.
26. DESTRUCTION. If the Leased Premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the Leased Premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and this Lease shall remain in full force and effect without any abatement of rent.
27. BANKRUPTCY. In the event the Tenant is adjudicated a bankrupt or makes an assignment for the benefit of his creditors, the Lease shall, at the option of the Landlord, terminate and said Leased Premises shall be surrendered to Landlord, who hereby reserves the right in either of said events to forthwith repossess said Leased Premises.
28. AUTHORIZATION TO INSTALL KEYBOX. The undersigned Tenant authorizes the Landlord, during the last sixty (60) days of this Lease or any extension thereof, to install a keybox on the door of the property for the

convenience and use of any real estate salesperson and/or broker to show the Leased Premises to prospective Tenants/Purchasers, inspectors, contractors, exterminators, appraisers or other necessary parties.

29. CANCELLATION BY TENANT IN INITIAL TERM. (a) Reasonable cause beyond Tenant control. The initial term of this Lease may be terminated upon thirty (30) days' written notice prior to the Rent Due Date - to run from the first day of the month through the last day of that same month - to Landlord based on an involuntary change of employment from the Washington-Metropolitan Area, death of a major wage earner, unemployment, or any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area (for example, signed military orders or transfer papers signed by the employer). If death of a major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord and shall include appropriate evidence thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant shall pay a termination charge equivalent to one (1) month's rent at the rate in effect as of the termination date or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date and rent due during the notice period.

(b) Reason within Tenant control. If Tenant elects to voluntarily terminate this Lease during the initial term (for example, due to house purchase other than the Leased Premises, voluntary job change, or marriage) two (2) full months' written notice prior to the rent due date to quit and vacate - to run from the first of the month to the last day of the second month - shall be given to Landlord. Tenant shall be responsible for rent payment during that period. Furthermore, Tenant shall be responsible for reasonable advertising and redecorating expenses, lost rent and other expenses incurred by Landlord as a result of Tenant's premature termination of this Lease. Landlord is not obligated to provide Tenant notice that the dwelling unit has been rerented. Upon rerental, Tenant will be held secondarily liable for default(s) by

subsequent Tenant(s) in the payment of rent during the balance of the initial term of this Lease.

30. RENT INCREASES (a) Frequency and Amount. After the initial term of this Lease, Landlord may, from time to time and to the maximum extent permitted by law, increase rent for the demised Leased Premises. Rents may be increased only once per twelve (12) month period.

(b) Notice. Sixty (60) days' prior written notice of a rent increase shall be mailed to Tenant at Tenant's last known address; said notice shall also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord shall not accept any rent payment less than that called for by the rent increase notices; and, in the event Tenant shall remain in possession on the date the rent increase is to be effective, and shall fail to pay the increased rent and holdover beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent.

(c) Acceptance. Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit shall be null and void and the tenancy shall be from month to month. If the Tenant does not accept the new rental amount and, therefore, intends to vacate the premises at the end of the initial term or any extension thereof, Tenant shall so notify the Landlord within thirty (30) days of the end of this initial term or any extension thereof of his intention to so vacate, and will then vacate in accordance with the Landlord's notice under (b) above.

31. PUBLIC EMPLOYMENT. Tenant understands that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code, 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

32. DISPUTES. Landlord and Tenant agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the parties shall first be decided by the Chief Administrative Officer of

Montgomery County, who shall notify the parties in writing of the determination made. The Landlord and Tenant shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Tenant and Landlord shall proceed diligently with the performance of all provisions under this Lease. The decision of the Chief Administrative Officer shall be an attempt at alternative dispute resolution. This paragraph does not preclude Tenant from seeking a jury trial in a full civil proceeding.

33. LANDLORD'S TITLE AND COVENANT OF QUIET ENJOYMENT.

Landlord covenants that it has full right and power to execute and perform this lease, and that it will put Tenant into complete and exclusive possession of the Leased Premises. Landlord further covenants that Tenant, on paying the rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this Lease, and any extension or renewals hereof.

34. MISCELLANEOUS.

(a) The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.

(b) Tenant acknowledges that the statements and representations made in the signed application for said Leased Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this Lease and are incorporated herein by reference; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord to the same relief as a breach of any other covenant or condition contained herein.

(c) It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

(d) Feminine or neuter pronouns shall be substituted for those of masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord to lease the Leased Premises aforementioned.

(e) The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

WITNESS:

TENANT:

By: *[Signature]*

By: *Ronald C Burrill*

Date: *January 17, 1996*

WITNESS:

LANDLORD:  
MONTGOMERY COUNTY,  
MARYLAND

By: *Katharine Hestert*

By: *[Signature]*  
GORDON AOYAGI, SENIOR ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Date: *Jan 22, 1996*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: *Ramona Bell-Pearson*

By: *[Signature]*  
REY JUNQUERA, ACTING CHIEF  
REAL ESTATE MANAGEMENT

Date: *1/11/96*

Date: *1/16/96*

DSK3WASCHE.LSE