

FAKE TRIPLE NET LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made this _____ day of _____, 201_, by and between _____, a Maryland limited liability company, herein called “Landlord”, and _____ a _____ corporation, herein called “Tenant”.

WITNESSETH, That in consideration of the rental hereinafter agreed upon and the performance of all the conditions and covenants hereinafter set forth on the part of the Tenant to be performed, the Landlord does hereby lease unto the said Tenant, and the latter does lease from the former the following Premises (hereinafter sometimes called the “Premises”):

BEING all those Premises outlined in red on the plat, for identification purposes only, attached hereto as Exhibit “A”, said Premises being located at the building known as _____, being one (1) building (the “Building”) of approximately _____sf, situate and lying on _____acres, more or less. Appurtenant to the Premises are the (a) nonexclusive right to use, in common with Landlord and other tenants of Landlord, any beneficial easements; (b) the exclusive right to use the parking areas and facilities adjacent to the Premises for the parking of _____; and (c) the nonexclusive right to use the common areas of the Building. Common areas shall mean those areas within the Building and property not leased within the Premises but that are necessary and desirable for Tenant’s fully use and enjoyment of the Premises.

This Lease shall run from the date on which the Landlord’s Work is complete and the Premises is delivered to the Tenant for occupancy (“Commencement Date”) and ending on _____ at and for the annual rental of the following:

Year 1: \$
Year 2: \$
Year 3: \$

Said annual rental shall be payable in advance on the first day of each and every month during the term of this Lease in equal monthly installments.

The Tenant shall have the right to extend this Lease for _____ consecutive one (1) year terms by giving the Landlord written notice of its intent to extend at least sixty (60) days prior to the expiration of the then current term. Base rent during the extension terms shall be negotiated in good faith by both parties. If the parties are unable to agree on the extension term base rent at least before thirty (30) days prior to the commencement thereof, this Lease shall automatically terminate.

If the term of this Lease shall commence on a date other than the first day of a month, the rental for the period from the date of commencement of the term to the first day of the first full calendar month of the term shall be prorated and shall be payable on the first day of the term; if the term

of this Lease shall end on a date other than the last day of a month, the rent for the period from the first day of the last month of the term to the date the term ends shall be prorated and shall be payable on the first day of the last month of the term.

Said rental shall be paid to Landlord at: _____ or at such other place or to such appointee of the Landlord, as the Landlord may from time to time designate in writing.

THE TENANT COVENANTS AND AGREES WITH THE LANDLORD AS FOLLOWS:

1. Tenant shall pay the rental herein reserved and each installment thereof promptly when and as due, without set-off or deduction whatsoever.

USE

2. Tenant shall use and occupy the Premises solely for the following purposes: _____ (collectively, the "Permitted Uses"). Landlord and Tenant acknowledge that the Premises is zoned as follows: _____. Tenant agrees to comply with all applicable zoning and other laws and regulations, and provide and install at its own expense any additional equipment or alterations required to comply with all such laws and regulations as required from time to time. Tenant will not permit, allow or cause any public or private auction sales or sheriffs' or constables' sales to be conducted on or from the Premises. Tenant agrees to use the Premises in a clean, orderly and sanitary manner solely for the purposes herein described, in a safe and careful manner, and that it will not overload the Premises. Landlord shall promptly notify Tenant if it receives any notice that Tenant's use or occupancy of the Premises constitutes a violation of zoning or other laws and regulations applicable to the Tenant or the Premises. Tenant shall have the right to terminate this Lease on thirty (30) days written notice to the Landlord in the event that the any of the Permitted Uses are deemed by any municipal or other governmental authority to be in violation of applicable zoning or other laws and regulations applicable to the Tenant or the Premises.

UTILITIES

3. Landlord shall provide normal utility service connection into the Premises. The utilities for the Premises shall be separately metered or sub-metered and Tenant shall be responsible for the payment of all utility costs attributable exclusively to the Premises. Tenant covenants to pay, when billed, as additional rent, collectible in the same manner as the rents hereinabove provided for: all licenses, fees and charges arising out of its use of the Premises and to pay all charges for gas, electric current, heating fuel, water, sewer service and any other utilities used exclusively in or on the demised Premises during the continuances hereof, and also to pay any governmental charge imposed on the Premises measured by the rate of utility consumed. If Tenant defaults in payment of any such utilities, charges or taxes, Landlord may, at its option, pay the same for and on Tenant's account, in which event, any sums paid by Landlord shall be deemed to be additional rent hereunder and Tenant shall promptly reimburse Landlord therefore upon demand. Utilities will be apportioned as of date of possession.

COMPLIANCE WITH LAWS

4. Tenant shall observe, comply with and execute at its expense, all laws, orders, rules, requirements, and regulations of the United States, State, City or County of the said State, in which the Premises are located, and of any and all governmental authorities or agencies and of any board of the fire underwriters or other similar organization, respecting; the Premises and the manner in which Premises are or should be used by Tenant. In the event Tenant shall fail or neglect to comply with any of the aforesaid laws, orders, rules, requirements, and regulations, Landlord or its Agents may enter the Premises and take all such action and do all such work in or to the Premises as may be necessary in order to cause compliance with such laws, orders, rules, requirements, and regulations, and Tenant covenants and agrees to reimburse Landlord promptly upon demand for the expense incurred by Landlord in taking such action and performing such work.

ASSIGNMENT AND SUBLET

5. (a) Tenant shall not assign this Lease, in whole or in part, or sublet the Premises, or any part or portion thereof, nor grant any license or concession for all or any part thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. If such assignment or subletting is permitted, Tenant shall not be relieved from any liability whatsoever under this Lease. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Premises or any portion thereof to an affiliate, subsidiary, or successor-in-interest of Tenant without the consent of Landlord. In the event that the amount of the rent or other consideration to be paid to the Tenant by any assignee or sub lessee is greater than the rent required to be paid by the Tenant to the Landlord pursuant to this Lease, Tenant shall pay to Landlord any such excess as is received by Tenant from such assignee or sub lessee. Any consent by Landlord to an assignment or subletting of this Lease shall not constitute a waiver of the necessity of such consent as to any subsequent assignment or subletting. An assignment for the benefit of Tenant's creditors or otherwise by operation of law shall not be effective to transfer or assign Tenant's interest under this Lease unless Landlord shall have first consented thereto in writing.

(b) In the event this Lease contains a renewal option exercisable by Tenant, Landlord's consent to an assignment or sublease of the Premises or any portion thereof during the original lease term shall be deemed to be conditioned upon the agreement of Tenant and such assignee or sub lessee that such renewal right or option shall terminate and be of no further force or effect unless Landlord's consent to such assignment or sublease expressly provides otherwise. Consequently, unless so provided otherwise, any assignment or sublease during the original lease term shall automatically constitute a termination of the right of Tenant or such assignee or sub lessee to exercise any renewal option contained herein.

LANDLORD'S INSURANCE

6a. Landlord shall maintain, at its expenses, and keep in effect during the term of this Lease (i) Commercial General Liability Insurance with a Broad Form Comprehensive

General Liability endorsement. The limits of liability of such insurance shall be an amount not less than \$1,000,000 per occurrence - bodily injury including death, (\$1,000,000) per occurrence - Property Damage Liability, (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability and (ii) "special form" property insurance on the building, the Premises, and the common areas insuring 100% of the replacement value thereof (including fire and extended coverage perils.

6b. Landlord acknowledges that it has contacted its insurer and that the contemplated use of the Premises by the Tenant will not contravene or adversely materially affect any policy of insurance against loss by fire or other hazards, including, but not limited to, public liability (the "Landlord Hazard Policies") nor will such use result in an increase in applicable premiums. Tenant will not do anything in or about Premises that will contravene or adversely affect Landlord Hazard Policy now existing or which the Landlord may hereafter place thereon, or that will prevent Landlord from procuring such policies in companies acceptable to Landlord. Tenant further agrees to pay, as part of and in addition to the next due monthly rental, any increase in the premium of any insurance on the Premises caused by any act of the Tenant, its agents, servants, employees or customers.

INDEMNIFICATION - LIABILITY INSURANCE

7. Tenant shall and will save and keep harmless and indemnify the Landlord from and against any and all claims for damages whatsoever, and the costs of defending against the same, of any kind or nature, including personal injuries, arising in any manner or under any circumstances through the exercise by the Tenant of any right granted or conferred hereby, whether such damage, including personal injury, be sustained by the Tenant or its officers, agents, employees or invitees or by other persons or corporations which seek to hold the Landlord liable provided, however, that such indemnity shall not apply if the claim for damages arises from any act or omission of the Landlord. Tenant further agrees to maintain public liability and property damage insurance with an insurance company reasonably acceptable to Landlord to protect the Landlord in the amounts of \$1,000,000 coverage for personal injuries and \$1,000,000 coverage for property damage, which insurance coverage may be obtained, provided and maintained through an umbrella or blanket policy. Such policy shall cover the Premises; shall be issued in form satisfactory to Landlord; shall provide for at least thirty (30) days' notice to Landlord before cancellation; and such policies or certificates thereof shall be delivered to Landlord. If at any time Tenant does not comply with the covenants made in this paragraph, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event, Tenant agrees to pay the premium for such insurance promptly upon Landlord's demand. Landlord shall and will save and keep harmless and indemnify Tenant from and against any and all claims for damages whatsoever, and the costs of defending against the same, of any kind or nature, including personal injuries, arising in any manner or under any circumstances through the exercise by Landlord of any right granted or conferred hereby or Landlord's ownership, use and/or possession of the Premises, whether such damage, including personal injury, be sustained by Landlord or its officers, agents, employees or invitees or by other persons or corporations which seek to hold Tenant liable.

ALTERATIONS

8. Tenant will not make any alterations to the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, in each instance first had and obtained. If Tenant shall desire to make any such alterations, plans for the same shall first be submitted to and approved by the Landlord, and the same shall be done by the Tenant at its own expense, and the Tenant agrees that all such work shall be done in a good and workmanlike manner, that the structural integrity of the building shall not be impaired, and that no liens shall attach to the Premises by reason thereof. Notwithstanding the foregoing, Tenant shall have the right to make individual non-structural alterations, additions, or improvements to the Premises costing less than Five Thousand Dollars (\$5,000), provided such non-structural alterations, additions, or improvements do not effect the mechanical, ventilation, wiring, electrical, or HVAC systems of the Premises. The Tenant agrees to obtain at the Tenant's expense all permits pertaining to the alterations. The Tenant also agrees to obtain, prior to beginning to make such alterations, and to keep in full force and effect at all times while such alterations are being made, all at the Tenant's sole cost and expense, such policies of insurance pertaining to such alterations and/or to the making thereof, including, but not limited to, public liability and property damage insurance, and to furnish the Landlord evidence satisfactory to the Landlord of the existence of such insurance prior to the Tenant beginning to make such alterations.

ALTERATIONS RESTORED

9. Unless the Landlord shall elect that all or part of any permanent alterations, additions or improvements installed by Tenant shall remain, the Premises shall be restored to their original condition by the Tenant, at its own expense, at or before the expiration of its tenancy. Upon such election by Landlord, any such permanent alterations, additions or improvements shall become the property of the Landlord as soon as they are affixed to the Premises and all rights, title and interest therein of the Tenant shall immediately cease, unless otherwise agreed to in writing. Any moveable or non-permanent alterations, additions, improvements, personal property, equipment and fixtures of Tenant located or installed in the Premises shall remain in the possession and ownership of Tenant at all times. The Landlord shall have the sole right to collect any insurance for any damage of any kind to any of the permanent improvements placed upon the said Premises by the Tenant. Tenant shall repair promptly, at its own expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property. If the making of any such alterations, or the obtaining of permits or franchise therefor shall directly or indirectly result in a franchise, minor privilege or any other tax or increase in tax, assessment or increase in assessment, such tax or assessment shall be paid, immediately upon its levy and subsequent levy, by the Tenant.

REPAIRS AND MAINTENANCE

10. (a) Landlord shall complete the work as set forth on Exhibit B (the "Landlord's Work"). Landlord shall use best efforts to complete this work on or before _____ . If the work is not completed on or before _____ the Tenant shall have the right to terminate this Lease by written notice to the Landlord. The plans and specifications for the Landlord's Work shall be

subject to the review and approval, not to be unreasonably withheld, of the Tenant. Tenant shall be deemed to have accepted the Premises in their "As Is" condition (except as specifically set forth in this Lease) as of the date ten (10) days after Tenant receives from Landlord a written certification that the Landlord's Work has been substantially completed, unless during such ten (10) day period Tenant inspects the Premises and notifies Landlord in writing of any material deficiencies in the Landlord's Work that would interfere with Tenant's use and occupancy of the Premises. Tenant's acceptance of the Premises and the Commencement Date shall be postponed until such deficiencies are corrected to the reasonable satisfaction of Tenant. Except as specifically set forth in this Lease, Landlord shall be under no liability, nor have any obligation to do any work or make any repairs in or to the Premises, and any work which may be necessary to outfit the Premises for Tenant's occupancy or for the operation of Tenant's business therein is the sole responsibility of Tenant and shall be performed by Tenant at its own cost and expense. Tenant acknowledges that it has fully inspected the Premises prior to the execution of this Lease, and Tenant further acknowledges that except as specifically set forth herein Landlord has made no warranties or representations with respect to the condition or state of repairs of the Premises.

(b) Landlord shall be responsible for the construction and completion of the Landlord Work and for the payment of all amounts due and payable in connection therewith without cost or expense to Tenant. Landlord shall secure all licenses and permits necessary to perform the Landlord's Work and for Tenant to occupy the Premises as contemplated herein following completion of the Landlord's Work.

(c) The Tenant will, during the term of this Lease, keep Premises and appurtenances serving the Premises exclusively (including windows, doors, dock and drive in doors, plumbing, heating and air conditioning systems, electrical facilities and installations) in good order and condition and will make all necessary repairs thereto at its own expense. The Landlord does warrant that the above mentioned items will be in good working order at the time Tenant takes possession of the Premises. The Tenant agrees to furnish to the Landlord, at the expense of the Tenant, within 30 days of occupancy, a copy of an executed and paid for annual maintenance contract on all heating and air conditioning equipment with a reputable company acceptable to the Landlord and said contract will be kept in effect during the term of this Lease at the expense of the Tenant. The Landlord will make all necessary structural repairs to the exterior masonry walls and roof of the Premises, after being notified of the need for such repairs and shall have a reasonable time in which to complete such repairs. Tenant shall also repair, if and as necessary, any driveways and parking areas at the Premises requiring repair as a result of any action by the Tenant or its employees or invitees. The Tenant will, at the expiration of the term or at the sooner termination thereof by forfeiture or otherwise, deliver up the Premises in the same good order and condition as they were at the beginning of the tenancy, reasonable wear and tear excepted. Tenant further agrees that it will keep the Premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin, and other pests; and that it will not permit undue accumulation of garbage, trash, rubbish or other refuse, but will remove the same at its own expense and will keep such refuse in proper containers within the exterior of the Premises until called for to be removed. Tenant further agrees that it will not install any additional electrical wiring or plumbing unless it has first obtained Landlord's written consent thereto, and, if such consent is given, Tenant will install the same at its own cost and expense, and Tenant shall obtain, at Tenant's expense, all permits required for such installation.

(d) In the event Tenant shall not proceed promptly and diligently to make any repairs or perform any obligation imposed upon it by subparagraphs (a) and (b) hereof within seven (7) days after receiving written notice from Landlord to make such repairs or perform such obligation, then and in such event, Landlord may, at its option, enter the Premises and do and perform the things specified in said notice, without liability on the part of Landlord for any loss or damage resulting from any such action by Landlord and Tenant agrees to pay as additional rent hereunder, promptly upon demand, any cost or expense incurred by Landlord in taking such action.'

(e) Throughout the term, Landlord shall make all repairs and replacements to the Building, the common areas, the Premises, any appurtenant structures, and all other portion of the property and all service systems for the same, except when the obligation to do so is specifically imposed upon Tenant by the provisions of this Lease. Without limiting the generality of the foregoing Landlord shall maintain, repair and replace as necessary, and keep in good order, safe and clean condition (i) the plumbing, sprinkler, building electrical and mechanical lines and equipment associated therewith serving the building but not the Premises exclusively; (ii) the exterior and interior structure of the building including the roof, exterior walls, bearing walls, support beams, foundation, columns, exterior doors and window and lateral support to the building and the common areas; (iii) the interior walls, ceilings, floors and floor coverings of the common areas; (iv) and the exterior improvements to the land including ditches, shrubbery, landscaping and fencing. Landlord shall be responsible for all repairs to the Property properly categorized for accounting purposes as a capital expense (including but not limited to replacement of the HVAC unit) or necessitated by the negligence of the Landlord, its agents, contractors or employees or any other tenant of the Landlord at the building. In performing any service, maintenance or repair work, Landlord shall use its reasonable efforts to protect Tenants' property and personnel from loss or injury and to minimize disrupting Tenant's regular business routine.

TAXES AND INSURANCE

11. Taxes and Insurance. The Premises hereby leased comprise approximately _____ percent (_____ %) of the total land and/or building(s) within which the Premises are located. Tenant covenants and agrees to pay Landlord within thirty (30) days of receipt of a statement from the Landlord showing the amount of taxes, its proportionate share (i.e.: _____% of the total tax on the total lot), of any Taxes assessed against the land and/or building (s). If this Lease shall be in effect for less than a full tax fiscal year, Tenant shall pay a pro rata share of the applicable increase in Taxes, based upon the number of full or partial months that this Lease is in effect. "Taxes" as used herein shall include, but not by way of limitation, all real estate taxes, assessments, paving taxes, "rain" taxes, special paving taxes, Metropolitan District Charges and any and all other benefits or assessments which may be levied on the Premises or the land or building(s) in which the same are situate, and any penalties applicable thereto, and any and all reasonable expenses, including attorneys' fees incurred by Landlord in contesting any taxes, but shall not include any income tax on the income or rent payable hereunder. Landlord agrees to provide Tenant written notice of all taxes and assessments affecting the Premises within thirty (30) days after receipt thereof by Landlord (provided that Landlord's failure to provide the foregoing shall not result in a waiver of Tenant's obligation to pay its allocable share of taxes). Tenant shall

have the right to contest any such Taxes by appropriate proceedings, at its sole cost and expense; provided, however, that no protest or contest shall be maintained by Tenant after the time limit for the payment of Taxes unless the Tenant (i) shall pay the amount involved in the protest, (ii) shall procure and maintain a stay of all proceedings to enforce any collection of any Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay, or (iii) shall deposit with Landlord or any mortgagee designated by Landlord, as security for the performance by the Tenant of its obligations hereunder with respect to such Taxes, an amount equal to the amount thereof not paid or such security as may be reasonably demanded by the Landlord or any such mortgagee to insure a payment of the amount of such Taxes and assessments not paid, and all penalties, interest, costs and expenses which may reasonably be expected to accrue during the period of the contest.

Tenant also covenants and agrees to pay Landlord, as additional rent, its proportionate share of insurance premiums (as hereinafter defined), which payment shall be due and payable within thirty (30) days after Landlord's written demand. As used herein, "insurance premiums" means the total premium cost of all insurance carried by Landlord with respect to the total land and building(s) within which the premises are located, including, but not limited to, all Real Property and Rental Value perils insured against under an "All Risk" insuring agreement, primary General Liability insurance and Umbrella and/or Excess Liability insurance.

Landlord shall provide back-up documentation including copies of tax bills and insurance invoices with each notice of payment due hereunder. Tenant shall have the right, not more than once per year, to examine, to copy and to have an audit conducted of the books and records of the Landlord as shall pertain to the costs and expenses charged to the Tenant hereunder. All expenses of such audit shall be born by Tenant unless such audit shall disclose an overstatement of 5% or more in which case all expenses of such audit shall be borne by Landlord.

DEFAULT

12. Any of the following events shall constitute a default by Tenant:

(a) 1. If the rent (basic or additional) is not paid by Tenant within ten (10) days of Tenant's receipt of notice from Landlord that the same is due and payable; or

2. If Tenant shall have failed to perform any other term, condition, or covenant of this Lease on its part to be performed for a period of thirty (30) days after notice of such failure is received from Landlord (or if such default is of a nature that it cannot be completely cured within such thirty (30) day period, if Tenant does not commence curing within the thirty (30) day period); or

3. If the Premises are vacant, unoccupied or deserted for period of thirty (30) consecutive days or more at any time during the term; or

4. If Tenant is adjudicated a bankrupt or insolvent by any court of

competent jurisdiction, or if any such court enters any order, judgment or decree finally approving any petition against Tenant seeking reorganization, liquidation, dissolution or similar relief or if a receiver, trustee, liquidator or conservator is appointed for all or substantially all of Tenant's assets and such appointment is not vacated within sixty (60) days after the appointment, or if Tenant seeks or consents to any of the relief hereinabove enumerated in this subparagraph (4) or files a voluntary petition in bankruptcy or insolvency or makes an assignment of all or substantially all of its assets for the benefit of creditors or admits in writing of its inability to pay its debts generally as they come due or files Articles of Dissolution, or similar writing indicating its intention to wind up or liquidate its business, with the appropriate authority of the place of its incorporation; or

5. If Tenant's leasehold interest under this Lease is sold under execution, attachment or decree of court to satisfy any debt of Tenant, or if any lien (including a mechanic's lien) is filed against Tenant's leasehold interest and is not discharged within sixty (60) days thereafter.

(b) In the event of default as defined in paragraph (a) hereof, Landlord, in addition to any and all legal and equitable remedies it may have, shall have the following remedies:

1. To collect any rent or additional rent in default; and

2. At any time after default, with notice to Tenant, to declare this Lease terminated and enter the Premises with legal process; and in such event Landlord shall have the benefit of all provisions of law now or hereafter in force respecting the speedy recovery of possession from Tenant's holding over or proceedings in forcible entry and detainer.

Notwithstanding such reentry and/or termination, Tenant shall immediately be liable to Landlord for the sum of the following:

- (i) all rent and additional rent then in arrears, including Tenant's contribution toward increase in taxes under Section 11 for the year of termination, whether such termination is before or after July 1st of such year;
- (ii) all other liabilities of Tenant and damages sustained by Landlord as a direct result of Tenant's default, including but not limited to, the reasonable costs of reletting the Premises and any broker's commissions payable as a result thereof;
- (iii) all of Landlord's costs and expenses (including reasonable counsel fees) in connection with such default and recovery of possession; and
- (iv) any other damages recoverable by law. In the event Landlord brings any action against Tenant to enforce compliance by Tenant with any covenant or condition of this Lease, including the covenant to pay rent, and it is judicially determined that Tenant has defaulted in performing or complying with any such covenant or condition, then and in such event, Tenant shall pay to Landlord all costs and expenses incurred by

Landlord in bringing and prosecuting such action against Tenant, including a reasonable attorney's fee.

In the case of default, any subtenants at the property shall pay rent directly to the Landlord.

(c) Tenant hereby waives any and all rights which it may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

(d) If Landlord defaults in the performance of any of the terms, covenants or conditions of this Lease, Tenant shall give Landlord notice of such default, and if Landlord does not cure any such default with thirty (30) days after Landlord's receipt of such notice (or if such default is of a nature that it cannot be completely cured within such thirty (30) day period, if Landlord does not commence curing within the thirty (30) day period), then Tenant may cure the default at the expense of Landlord. Notwithstanding the foregoing in this Section 12, Tenant shall have the right to pursue all other remedies available at law or in equity in the event of a default hereunder by Landlord.

DAMAGE OR DESTRUCTION

13. In the case of the total destruction of Premises by fire, other casualties, the elements or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by the Tenant for more than 30 days, this Lease, upon surrender and delivery to the Landlord of the Premises, together with the payment of the rent to the date of such occurrence, shall terminate and be at an end. If the Premises are rendered partly untenable by any cause mentioned in the preceding sentence, the Landlord shall, at its own expense, fully restore said Premises within 60 days of the date of destruction or damage, and the rent shall be abated proportionately for the period of said partial untenability and until the Premises shall have been fully restored by the Landlord; provided, that if Landlord does not fully restore the Premises by the end of such 60 day period, then Tenant shall have the right to terminate this Lease. Notwithstanding the foregoing, in the event fire or other casualty damages or destroys any of Tenant's leasehold improvements, alterations, betterments, fixtures or equipment, Tenant shall cause the same to be repaired or restored at Tenant's sole cost and expense and Landlord shall have no liability for the restoration or repair thereof.

POSSESSION

14. In case possession of the Premises, in whole or in part, cannot be given to Tenant on or before the commencement of the term of this Lease, Landlord agrees to abate the rent proportionately until possession is given to Tenant, and Tenant agrees to accept such prorata abatement as liquidated damages for the failure to obtain possession on the Commencement Date herein specified. The parties hereto covenant and agree that if the term of this Lease commences on a date other than the date herein specified, they will, upon the request of either of them, execute an agreement in recordable form setting forth the new commencement and termination dates of the lease term. Under no circumstances will Landlord be under any liability for failure to deliver possession of the Premises to Tenant on the date herein specified.

SIGNS, ETC.

15. The Tenant covenants and agrees that:

(a) It will not place or permit any signs, lights awnings or poles on or about said Premises without the prior permission, in writing, of the Landlord and in the event such consent is given, the Tenant agrees to pay any minor privileges or other tax therefore; provided, that Tenant shall have the right to install one or more identification signs on or at the Premises with Landlord's permission, which shall not be unreasonably withheld.

(b) The Landlord is to immediately remove and dispose of any of the unauthorized aforementioned items at the expense of the Tenant and said cost shall become part of and in addition to the next due monthly rental. Tenant further covenants and agrees that it will not paint or make any changes in or on the outside of said Premises without permission of the Landlord in writing.

OUTSIDE

16. The Tenant further covenants and agrees not to put any items on any sidewalks or parking lot (excepting vehicles) in the front, rear, or sides of the building, nor do anything that directly or indirectly will interfere with any of the rights of ingress or egress or of right from any other tenant, nor do anything which will, in any way, change the uniform and general design of any property of Landlord in which the Premises are situate. Tenant will also keep any sidewalks, steps, porches and parking areas free and clear of ice, snow and debris. No pets will be allowed in or about the Premises without prior written consent of the Landlord. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to store equipment related to its business outside the premises in the area shown on the attached Exhibit "A" and in any other area reasonably approved by Landlord; provided, however, that Landlord at its sole option may require Tenant, at Tenants expense, to add "screening" to the fence in connection with such equipment storage.

FOR RENT/SALE SIGNS

17. Landlord shall have the right to place "For Rent" and/or "For Sale" signs on any portion of Premises and/or Property at any time. Landlord may show the Premises and all parts thereof to prospective tenants between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sunday or any legal holiday on which Tenant shall not be open for business.

WATER AND OTHER DAMAGE

18. The Tenant covenants and agrees that the Landlord shall not be held responsible for and the Landlord is hereby released and relieved from liability of or resulting from damage or injury to person or property of the Tenant or of anyone else, directly or indirectly, unless due to the negligence or willful misconduct of Landlord or its agents or employees, caused by

(a) dampness, water, rain or snow, in any part of said Premises and/or

(b) any falling plaster, steam, gas electricity, or any leak or break in any part of said Premises or from any pipes, appliances or plumbing or from sewers or the street or subsurface or from any other place or any part of any other property of Landlord or of others or in the pipes of the plumbing or heating facilities thereof, no matter how caused.

RIGHT OF ENTRY

19. It is understood and agreed that the Landlord, and its agents, servants, and employees, including any builder or contractor employed by the Landlord, shall have, and the Tenant hereby gives them and each of them, the absolute, and unconditional right, license and permission, at any and all reasonable times, and for any reasonable purpose whatsoever, upon at least twenty-four (24) hours advance notice to Tenant (except in the event of emergency), to enter through, across or upon the Premises hereby leased or any part thereof, and at the option of the Landlord, to make such reasonable repairs to or changes in said Premises as the Landlord may deem necessary or proper.

TERMINATION OF TERM

20. It is agreed that the term of this Lease shall expire and terminate at the end of the original term hereof (or at the expiration of the last renewal term, if this Lease contains a renewal option and the same is properly exercised), without the necessity of any notice by or to any of the parties hereto, unless otherwise provided herein. If the Tenant shall occupy said Premises after such expiration, it is understood that , in the absence of any written agreement to the contrary, said Tenant shall hold Premises as a Tenant from month to month, subject to all the other terms and conditions of this Lease, at 150% of the highest monthly rental rate reserved in this Lease; provided that the Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by Tenant that may be now in force or may hereafter be enacted.

CONDEMNATION

21. (a) It is agreed in the event that condemnation proceedings are instituted against the demised Premises and title taken for all or a substantial part of the Premises by any Federal, State, Municipal or other body, then this Lease shall become null and void at the date of settlement of condemnation proceedings and the Tenant shall not be entitled to recover any part of the award which may be received by the Landlord; provided, however, that Tenant shall be entitled to receive payment for the taking of Tenant's personal property, equipment, inventory, and trade fixtures and Tenant's moving and relocation expenses. For the purposes of this paragraph, "a substantial part of the Premises" shall mean such part that the remainder thereof is rendered inadequate for Tenant's business and that such remainder cannot practicably be repaired and improved so as to be rendered adequate to permit Tenant to carry on its business with substantially the same efficiency as before the taking.

(b) If during the Lease term less than a substantial part of the Premises (as hereinabove defined) is taken by or under power of eminent domain, this Lease shall remain in full force and effect according to its terms; and Tenant shall not have the right to participate in any award or damages for such taking and Tenant hereby assigns all of its right, title and interest in and to the award to Landlord. In such event Landlord shall, at its expense, promptly make such repairs and improvements as shall be necessary to make the remainder of the Premises adequate to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the taking; provided that in no event shall Landlord be required to expend an amount in excess of the award received by Landlord for such taking. If as a result of such taking any part of the Premises is rendered permanently unusable, the Tenant shall have the right to terminate this Lease by written notice to the Landlord such termination to be effective as of the date of the taking. In the event the Tenant does not elect to terminate the Lease, the basic annual rent reserved hereunder shall be reduced in such amount as may be fair and reasonable, which amount shall be the proportion which the area so taken or made unusable bears to the total area which was usable by Tenant prior to the taking. If the taking does not render any part of the Premises unusable or otherwise materially and adversely affect the Tenant's use of the Premises, there shall be no abatement or rent.

(c) For purposes of this paragraph (a) "taking" shall include a negotiated sale or lease and transfer of possession to a condemning authority under bona fide threat of condemnation for public use, and Landlord alone shall have the right to negotiate with the condemning authority and conduct and settle all litigation connected with the condemnation. As hereinafter used, the words "award or damages" shall, in the event of such sale or settlement include the purchase or settlement price.

SUBORDINATION AND NONDISTURBANCE.

22. This Lease shall be subject to and subordinate at all times to the lien of any mortgages and/or deeds of trust now or hereafter to be made there under unless the mortgagee or holder of the deed of trust elects to have Tenant's interest hereunder superior to the interest of the mortgagee or holder of such deed of trust; provided that the holder of any such mortgage or deed of trust shall agree in the mortgage or deed of trust or otherwise that this Lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or deed of trust if at the time thereof the Tenant is not in default under this Lease. This subordination provision shall be self-operative and no further instrument of subordination shall be required. The Tenant agrees, at no additional cost, to execute any documents necessary, subsequent to the execution of this Lease, which are reasonably required to effect such subordination. Tenant further hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant in the event that Tenant does not execute and return any such instrument to Landlord within twenty (20) business days of Tenant's receipt of the instrument.

NOTICES

23. Any notice required by this Lease is to be sent to the Landlord at:

With a copy to (which shall not constitute notice):

Any notice required by this Lease is to be sent to the Tenant at:

With a copy to (which shall not constitute notice):

SUIT

24. No remedy conferred upon Landlord or Tenant shall be considered exclusive of any other remedy, but shall be in addition to every other remedy available to Landlord or Tenant under this Lease or as a matter of law. Every remedy available to Landlord and Tenant may be exercised concurrently or from time to time, as often as the occasion may arise. Landlord and Tenant each hereby waives any and all rights which it may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

25. If Tenant shall fail to perform any covenant or duty required of it by this Lease or by law after proper notice from Landlord and expiration of the applicable cure period, Landlord shall have the right (but not the obligation) to perform the same, and if necessary to enter the Premises for such purposes. The reasonable cost thereof to Landlord shall be deemed to be additional rent hereunder payable by Tenant, and Landlord shall have the same rights and remedies with respect to such additional rent as Landlord has with respect to the rental reserved hereunder.

ATTORNMEN

26. (a) If Landlord assigns this Lease or the rents hereunder to a creditor as security for a debt, Tenant shall, after notice of such assignment and upon demand by Landlord

or the assignee, pay all sums thereafter becoming due Landlord hereunder both to Landlord and such assignee. Tenant shall also, upon receipt of such notice, have all policies of insurance required hereunder endorsed so as to protect the assignee's interest as it may appear and shall deliver such policies, or certificates thereof, to the assignee.

(b) In the event the Premises are sold at any foreclosure sale or sales, by virtue of any judicial proceedings or otherwise, this Lease shall continue in full force and effect and Tenant agrees, upon request, to attend to and acknowledge the foreclosure purchaser or purchasers at such sale as the Landlord hereunder; provided, that in any such event, this Lease shall continue in full force and effect and any purchaser shall expressly recognize Tenant's tenancy and full rights hereunder and assume and agree to be bound hereby.

NON-WAIVER OF FUTURE ENFORCEMENT

27. The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No failure on the part of Landlord or of the Tenant to enforce any covenant or provision herein contained nor any waiver of any right hereunder by Landlord or Tenant shall discharge or invalidate such covenant or provision or affect the right of Landlord or Tenant to enforce the same in the event of any subsequent default. The receipt by Landlord of any rent or any sum of money or any other consideration hereunder paid by Tenant after the termination, in any manner, of the term herein demised, or after the giving by Landlord of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or any agent or employee during the term herein demised shall be deemed to be an acceptance of a surrender of said Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such surrender.

PERSONAL PROPERTY TAXES

28. Tenant shall be responsible for and shall pay any taxes or assessments levied or assessed during the term of this Lease against any leasehold interest of Tenant or personal property or trade fixtures of Tenant of any kind, owned by Tenant or placed in, upon or about the Premises by Tenant.

RECORDATION OF LEASE

29. Each party agrees that it will, upon Landlord's or Tenant's request, execute a Memorandum of Lease in a form suitable for recording under applicable Maryland law. The party requesting recording such Memorandum of Lease shall pay all costs of recordation, including transfer taxes and documentary stamp taxes thereof.

SEVERABILITY

30. (a) It is agreed that, for the purpose of any suit brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained thereof as successive periodic sums shall mature or be due hereunder, and it is further agreed that failure to include in any suit or action any sum or sums then matured or due shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

(b) If any terms, clause or provision of this Lease is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Lease shall not be affected thereby but shall remain in full force and effect.

SUCCESSORS AND ASSIGNS

31. Except as herein provided, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Tenant and Landlord and their respective successors and assigns, but shall inure to the benefit of only such assignees of Tenant to whom an assignment by Tenant has been consented to in writing by Landlord or which is otherwise permitted under this Lease. In the event more than one person, firm or corporation is named herein as Tenant, the liability of all parties named herein as Tenant shall be joint and several.

In the event Landlord's interest under this Lease is transferred or assigned and written notice thereof is given to Tenant, the Landlord herein named (or any subsequent assignee or transferee of Landlord's interest under this Lease who gives such notice to Tenant) shall automatically be relieved and released from and after the date of such transfer or conveyance from all liability hereunder; provided that the assignee or transferee expressly assumes this Lease and all of Landlord's obligations hereunder. Further, the liability of Landlord, its successors or assigns, under this Lease shall at all times be limited solely to Landlord's interest in the land and improvements comprising the building and in the event the owner of Landlord's interest in this Lease is at any time an individual, partnership, joint venture or unincorporated association, Tenant agrees that such individual or the members or partners of such partnership, joint venture or unincorporated association shall not be personally or individually liable or responsible for the performance of any of Landlord's obligations hereunder.

SECURITY DEPOSIT

32. Landlord hereby acknowledges receipt from Tenant of the sum of _____ which sum represents a security deposit for the faithful performance of Tenant's obligations under this Lease.

Tenant agrees that Landlord shall have the right, but not the obligation, to apply said security deposit or any portion thereof to cure or remedy any default by Tenant hereunder, including default in payment of rent. Said sum, if not sooner applied, shall be

returned to Tenant, without interest, within thirty (30) days after vacating of the Premises by Tenant and termination of this Lease (or upon termination of the last renewal term of this Lease if this Lease contains a renewal option and Tenant exercises said option); provided (i) Tenant is not then in default under any of the provisions of this Lease; (ii) there is no damage to the Premises beyond ordinary wear and tear and the Premises have been left in a clean condition and in good order with all debris, rubbish and trash placed in proper containers; and (iii) all keys to the Premises have been returned to the Landlord, and (iv) Tenant's forwarding address has been left with Landlord.

Tenant further agrees that Landlord shall be entitled to commingle said security deposit with its own funds.

Tenant further agrees that a mortgagee or holder of a deed of trust on the Premises shall not have any liability to Tenant for Tenant's security deposit. If this Lease is not approved by the Landlord within 30 days of its submission to the Landlord, the security deposit will be refunded in full.

ESTOPPEL CERTIFICATE

33. Tenant shall, at any time and from time to time during the term of this Lease or any renewal thereof, upon reasonable request of Landlord, at no additional cost to Tenant, execute, acknowledge, and deliver to Landlord or its designee, a statement in writing certifying that to the best of its knowledge this Lease is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications) and the dates to which the rents and other charges have been paid in advance, if any. Any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the estate of Landlord or by the mortgagee or any assignee of any mortgagee or the trustee or beneficiary of any deed of trust constituting a lien on the Premises or upon property in which the Premises are situate.

DEMURRAGE CHARGES

34. Landlord shall have no responsibility for any demurrage charge or penalty fee assessed to Tenant by any company because of lack of access to Tenant's Premises, unless caused by the negligence or willful misconduct of Landlord or its agents or employees.

ENVIRONMENTAL REQUIREMENTS

35. (a) Tenant hereby represents and warrants to Landlord that any materials located on the Premises which, under Federal, State, or Local Law, statute, ordinance or regulations; or court or administrative order or decree; or private agreement (hereinafter collectively known as "Environmental Requirements"), require special handling in collection, storage, treatment, or disposal, including but not limited to, any asbestos, PCB transformers, or other toxic, hazardous or contaminated substances (hereinafter collectively called "Hazardous Substances") will be handled and stored in accordance with applicable law. Tenant hereby indemnifies and saves Landlord harmless from all liabilities and claims arising from Tenant's

use, storage or placement of any Hazardous Substances upon the Premises (if brought or placed thereon by Tenant, its agents, employees, contractors or invitees), except for those Hazardous Substances used in the ordinary course of Tenant's business and in accordance with applicable laws. In the event of any claim related caused by the Tenant's use, storage or placement of Hazardous Substances on the Premises, Tenant shall

(i) within fifteen (15) days after written notice thereof (or as soon thereafter as is reasonably practicable), take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all Environmental Requirements and

(ii) within thirty (30) days after written demand therefor, reimburse Landlord for any reasonable amounts actually expended by Landlord to comply with any Environmental Requirements with respect to the Premises which Tenant has not complied with or with respect to any other portions of Landlord's building or property solely as the result of the placement or storage of Hazardous Substances by Tenant, its agents, employees, contractors or invitees, or in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorney's fees, fines or other penalty payments. If Tenant shall fail to take such action, Landlord may make advances or payments towards performance or satisfaction of the same but shall be under no obligation to do so; and all reasonable sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be repayable by Tenant within thirty (30) days after Tenant's receipt of an invoice therefore.

(b) For purposes of this provision, Tenant shall be conclusively deemed to have violated the Environmental Requirements if:

(i) any notice or order is directed to either Landlord or Tenant by any governmental agency, body, or court alleging that Tenant has violated applicable Federal, State, or Local Law; or

(ii) Landlord obtains and delivers to Tenant a report prepared by an engineer or other party customarily engaged in the business of testing or determining the existence of Hazardous Substances, which report states that there are Hazardous Substances used, stored or placed upon the Premises in violation of applicable Federal, State or Local Law. In the event Tenant is deemed to have used, stored or placed Hazardous Substances on the Premises in violation of applicable Federal, State or Local Law, Landlord shall have the right and option, after thirty (30) days prior written notice to Tenant, to terminate this Lease by written notice thereof to Tenant, in which event Landlord shall retain all rights and remedies, and Tenant shall be subject to all liabilities, set forth in paragraph 13 of this Lease notwithstanding such termination.

(c) Tenant hereby grants Landlord, and Landlord's agents and employees (including but not limited to, any engineers or other parties engaged in the testing of Hazardous Substances) the right to reasonably enter upon the Premises for the purpose of determining whether Tenant, its agents, employees, contractors or invitees, has violated any of the provisions of this Section.

(d) Tenant will remain liable hereunder regardless of any other provisions which may limit recourse.

(e) At or prior to the execution of this Lease, Landlord shall supply Tenant with a copy of the latest Environmental Study or Assessment for the Premises.

(f) Landlord hereby agrees to indemnify and save harmless Tenant from any and all any claims, demands, liabilities, obligations, rights or causes of action, including, but not limited to, governmental actions, that are asserted against or incurred by Tenant or the Premises (1) arising out of the operations or activities or presence of Landlord or any third party, which is not an invitee or contractor of Tenant, at the Premises; or (2) arising from environmental conditions or violations of Environmental Requirements at the Premises, including, without limitation, the presence of any Hazardous Substances at, on, or under the Premises, or mold related environmental contamination, provided that such environmental condition or violation was based on or resulted from pre-existing conditions, or was otherwise not directly caused by or a result of the acts of Tenant. Landlord shall clean-up and remediate, at its cost and expense, any environmental contamination including but not limited to mold related contamination of or in the Premises existing prior to the Commencement Date of this Lease.

LATE CHARGE

36. If the Tenant shall fail to pay when due, the said rental or any other sum required by the terms of this Lease to be paid by the Tenant, then upon the happening of any such event, and in addition to any and all other remedies that may thereby accrue to the Landlord, the Tenant agrees to pay to the Landlord a late charge of Five Percent (5%) of the rent due, in the event that Landlord does not receive Tenant's rent within five (5) days of the due date. Said late charge shall become part of and in addition to the then due monthly rental. In addition, any such rental payment or other charge which is delinquent for ten (10) days or more, shall bear interest from the date on which same was due at the prime rate of interest then being charged by Bank of America to its most favored commercial customers.

In the event Tenant's rent is received more than fifteen (15) days following written notice of non-payment, Landlord shall have option to require the next rental payment be made with a certified or cashier's check.

DOCUMENT EXECUTION

37. Tenant agrees to execute, at no additional cost to Tenant, any and all reasonable documents reasonably required of the Tenant by the mortgage holder of the Premises during the term of this Lease.

COMMISSIONS

38. The Landlord and Tenant hereby covenant and warrant to each other that none of them has dealt with a broker or any other person who may be entitled to a commission or finder's fee arising out of the lease of the Premises contemplated by this Agreement, except

MacKenzie Commercial Real Estate Services, LLC (the "Broker"). Each party does hereby indemnify and hold harmless the other from and against any loss, claim, damage or liability, including court costs and reasonable attorney's fees, which the other may suffer, incur, or expend arising out of or in any way related to any claim by any person or entity other than Broker for commissions or fees in breach of this warranty. Landlord shall be solely responsible for the payment of all commissions and fees due or payable to Broker in connection with this Agreement pursuant to a separate agreement.

LOT

39. Intentionally Omitted.

CAPTIONS

40. The captions of the various sections of this Lease are for convenience only and are not a part of this Lease. Such captions shall not be construed to define or limit any of the provisions of this Lease.

FINAL AND ENTIRE AGREEMENT

41. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

TENANT REPRESENTATIVE

42. Name address and telephone number of Tenant's representative to be contacted in event of emergency _____

MISCELLANEOUS

43. Landlord and Tenant understand, agree, and acknowledge that:

(a) This Lease has been freely negotiated by both parties; and

(b) That, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

(c) In the event the approval or consent of any party is required hereunder, such approval or consent shall not be unreasonably withheld, conditioned or delayed, unless this

Lease specifically provides otherwise.

(d) Tenant shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venture of Landlord or any party associated with Landlord.

(e) This Lease and the Exhibits attached hereto set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or tenant unless reduced to writing and signed.

(f) This Lease and the rights and obligations of Landlord and Tenant hereunder shall be governed by and construed in accordance with the laws of the jurisdiction in which the Premises are located.

[Signature page follows]

AS WITNESS, the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Tenant

BY: _____(SEAL)
President

WITNESS:

BY: _____(SEAL)
Landlord

EXHIBIT "A"

For identification purposes only, not a survey.

EXHIBIT "B"

LANDLORD'S WORK

The Landlord shall deliver the Premises in broom clean condition and perform the following work/repairs at its sole cost and expense prior to Tenant's occupancy: