

TERM AND RENTAL

1. Landlord does hereby lease to the Tenant and the latter does hereby rent from the former, space in the office building known as the Pikesville Plaza Building (hereinafter called the "Building"), situated at 600 Reisterstown Road, Baltimore County, Maryland, upon the following terms and conditions.

ACCEPTANCE OF PREMISES

2. It is understood and agreed between the parties hereto that the Premises shall be made available for Tenant's occupancy in accordance with the Plan Drawing(s) marked and attached hereto (if any) and by this reference made a part hereof, in "as is" condition.

LATE CHARGES

3. Tenant further agrees to pay, as additional rental, a charge of 5% of the monthly rental as a late charge in the event the Tenant shall fail to pay, either while occupying the Premises or after vacating same, an installment of the rent for a period of five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

REAL ESTATE TAXES

4. In the event that the real estate taxes payable with respect to the Building, for any tax year in which this Lease shall be in effect, shall be greater than the amount of such taxes due and payable for the tax year in effect at the time of execution of this Lease, whether by reason of any increase in either the tax rate or the assessed valuation or by reason of the levy, assessment or imposition of any tax on real estate as such, not now levied, assessed or imposed, or for any other reason, Tenant shall pay to Landlord within thirty (30) days after the date on which each such tax or installment thereof shall be due and payable, as additional rent for the lease year in which such tax payment occurs, its proportionate share as hereinafter defined of such tax increase. Tenant's proportionate share of such increase shall be that fractional amount of increase which bears the same proportion of the total thereof as the gross floor area leased to Tenant bears to the gross floor area in the Building, including any core factor, and as defined above in §1.

USE OF PREMISES

5. Tenant shall be entitled to use and occupy the Premises for and only for the operation described in Section 1 above.

Tenant shall obtain, at its own cost and expense, any and all permits or other Governmental Approvals which must be obtained in order for the Tenant to use the Premises for the purpose which is hereinabove set forth. Tenant acknowledges that the Landlord has made no representation to the Tenant as to the Tenant's ability to obtain any such permit or approval, and hereby agrees that the Landlord shall have no liability to the Tenant for any failure by the Tenant to do so. This Lease Agreement is not contingent upon the Tenant obtaining any such permit or other Governmental approval.

CONTINUOUS OCCUPANCY

6. Tenant shall occupy the Premises upon commencement of the term and will continue to occupy the Premises continuously during the term of this Lease, and any renewal or extension thereof, and will continuously use the Premises for the permitted use and for no other purpose whatsoever.

ACCEPTANCE OF PREMISES

7. Tenant has inspected the Premises and accepts the Premises, the Building, and all improvements and equipment on or in the Premises, in their existing condition. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such property. In no event shall the Landlord be liable for any defect in such property or for any limitation on its use.

COMPLIANCE

8. In its use and occupancy of the Premises, the Tenant shall, at Tenant's expense, promptly comply with any and all laws, ordinances, notices, orders, rules, regulations and requirements of or made by any and all Federal, State or City/County Governments or the appropriate departments, commissions, boards and officers thereof, with any and all notices, orders, rules and regulations of Landlord's fire insurance rating organization now or hereafter in effect and with the requirements imposed by any and all policies of public liability, fire and other insurance at any time in force with respect to the Premises, in any case whether foreseen or unforeseen, and whether ordinary or extraordinary. Relating to all or any portion of the Premises (including all or any portion whether interior or exterior, of any improvements included within the same), or the Tenant's use and occupancy thereof.

OPERATIONS

9.. In regard to the use and occupancy of the Premises, Tenant agrees to and will at its expense: (a) keep the inside of all glass in the doors and windows of the Premises clean and clear of signs and debris; (b) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (c) keep any

garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (d) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (e) comply with and observe the rules and regulations attached hereto as Exhibit "B" and such other rules and regulations established by Landlord from time to time which apply generally to all tenants in the Building; and (f) conduct its business in all respects in a dignified manner in accordance with high standards of office operation consistent with the quality of operation of the Building as determined by Landlord.

In regard to the use and occupancy of the Premises, Tenant will not: (a) place or maintain any merchandise, trash or other articles so as to obstruct any driveway, corridor, foot walk, parking area or any other Common Area; (b) use or permit the use of any objectionable advertising medium such as, without limitation, loud speakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcast within the Building, which is in any manner audible or visible outside the Premises; (c) permit undue accumulation of, or bum. garbage, trash, rubbish or other refuse within or without the Premises; (d) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (e) solicit business in the parking area or in any other Common Area; (f) distribute hand bills or other advertising matter to, in or upon the automobiles parked in the parking areas, or in any other Common Area; (g) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, foot walk, parking area or other Common Area; (h) receive or ship articles of any kind outside the designated loading areas for the Building; (i) use any Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, in the parking area or in any Common Area; (j) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of the type which is not generally considered appropriate for similar office buildings conducted in accordance with good and generally accepted standards of operation: or (k) place a load upon any floor which exceeds the floor load which the floor was designed to carry. Tenant acknowledges that it is Landlord's intent that the Building be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not do or permit any act which, in Landlord's sole judgment, is inconsistent with the quality of operation of the Building or may tend to injure or detract from the moral character or image of the Building within such community.

CHANGES AND ADDITIONS TO THE BUILDING

10. Landlord reserves the right at any time and from time to time (a) to make or permit changes or revisions in its plan for the Building including additions to, subtractions from, re-arrangements of, alterations of, modifications of, or supplements to the Building areas, walkways, parking areas, driveways, or other Common Areas; (b) to construct other buildings or improvements in the Building area and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same; and (c) to make or permit changes or revisions in the Building, including additions thereto, provided, however, that so such changes, re-arrangements

or other construction shall reduce the parking area provided by Landlord below the number of parking spaces required by law.

USE OF COMMON AREAS

11. Landlord grants to Tenant and its agents, employees and customers, a non-exclusive license to use the Common Areas, except for the Building's parking facilities, in common with others during the term of this Lease, and any renewal or extension thereof subject to the exclusive control and management thereof at all times by Landlord and subject, further to other rights of Landlord set forth in this Lease.

"Common Areas" means those areas and facilities which may be furnished by Landlord in or near the Building for the non-exclusive general common use of Landlord, tenants, their officers, agents, employees and customers, including (without limitation) all elevators, hallways, loading docks and areas, sidewalks, landscaped and planted areas, retaining walls, and other similar areas, facilities or improvements, except parking.

ALTERATIONS AND IMPROVEMENTS

12. Tenant further covenants that it will make no alterations, additions or improvements of any kind to the Premises without first securing the written consent of the Landlord, and any alterations or improvements which it shall be permitted to make will be done at the Tenant's own expense. Any alterations, additions and improvements shall immediately upon the termination of this Lease become Landlord's property, be considered part of the Premises, and not be removed at or prior to the end of the Lease term without Landlord's written consent unless Landlord requests Tenant to remove same. It is distinctly understood, however, that no trade fixtures which are not permanently attached to the Premises shall become part thereof, but, on the contrary, they shall remain the property of the Tenant. Tenant further covenants and agrees that it will promptly repair, at its own expense, any damage to the Premises caused by the bringing onto the Premises of any property or equipment for Tenant's use, or by the installation, use or removal of such property or equipment, regardless of fault or by whom such damage shall be caused unless caused by Landlord, its agents or employees. to the end and intent that the Premises shall be restored to the same condition in which it was prior to the said bringing onto the Premises of said property or the installation, use or removal of said property. Tenant shall remove all of its trade fixtures before surrendering the Premises as aforesaid and shall repair, before vacating, damage to the Premises caused thereby.

SURRENDER OF PREMISES

13. Upon the expiration or other termination of this Lease Agreement, or any renewal or extension thereof, the Tenant will quit and surrender to the Landlord the Premises, in the same condition as it was on the commencement date, broom clean, in good order and condition, ordinary wear and tear and damage by fire (not caused by the negligence

of Tenant) excepted. Tenant shall deliver all keys for the Premises to Landlord at Landlord's notice address.

UTILITIES

14. Subject to Section 17 of this Lease Agreement, Tenant shall pay all charges for reasonable quantities of water, sewage, trash removal, janitorial cleaning, heat, electricity and air conditioning used or consumed in the Premises. Tenant shall be solely responsible for and promptly pay any other utility used or consumed in the Premises, together with all taxes, levies or other charges on such utilities, and any and all special taxes which may be levied by the City/County where the Premises are located, the State of Maryland or the United States of America, for minor privileges on anything placed or maintained on the Premises by the Tenant or for any other purpose or by reason of any other act, matter or thing occasioned by the Tenant's occupancy of the said Premises. If Tenant shall fail to promptly pay, when due, any such charges or taxes, the Landlord, at its option, may pay the same for Tenant's account, in which event Tenant shall immediately, as additional rent, reimburse Landlord therefore upon Landlord's demand, with interest at the rate of 10%, compounded daily. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Premises. Tenant shall not install any equipment which can exceed the capacity of any utility facility and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed at Tenant's expense in compliance with all code requirements and plans and specifications which must be approved in writing by Landlord.

Tenant shall also pay janitorial cleaning on a monthly basis to a janitorial company selected by Landlord and at rates negotiated between Landlord and the janitorial company. If Tenant shall fail to promptly pay such cleaning fees when due, Landlord, at its sole option, may pay the same for Tenant's account, in which event Tenant shall immediately, as additional rent, reimburse Landlord therefore upon Landlord's demand, with interest at the rate of 10%, compounded daily.

LANDLORD REPAIRS

15. The Landlord covenants to keep and maintain the Premises in repair; provided, however, that the Tenant shall promptly give the Landlord written notice of the necessity for said repairs, and provided further that the damage shall not have been caused by the Tenant, in which event the Tenant shall reimburse the Landlord for said repairs. In the event the Tenant fails to give the Landlord prompt notice of the need for repairs, the Tenant shall be liable to Landlord for any increased cost of repairs arising out of such failure. The Landlord's obligation, with respect to repairs, shall be only as expressly set forth in this Paragraph 15.

MAINTENANCE AND OPERATIONS OF COMMON AREAS

16. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interest of the Building. Landlord has the right (a) to establish, modify and enforce reasonable rules and regulations with respect to the parking areas and other Common Areas (b) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the parking facilities and other Common Areas (c) to impose and enforce parking charges (by operation of meters or otherwise) With appropriate provisions for free parking ticket validating by tenants; (d) to close temporarily any or all portions of the Common Areas; (e) to discourage non-customer parking; and (f) to do and perform such other acts in and to said areas and improvements as, in Landlord's judgment, Landlord shall determine to be advisable.

INCREASE IN OPERATING COSTS

17. Tenant shall for each calendar year after the Base Year, as hereinafter defined, pay to Landlord, as additional rent, a pro rata amount of the increase (if any) in the Operating Costs of the Building for such calendar year over the Operating Costs of the Building for the Base Year. The Operating Costs of the Building are hereby defined as the total cost and expense incurred by Landlord in operating, repairing and maintaining the Building and common areas, including, without limitation, gardening and landscaping, water, sewerage, lighting, sanitary control, removal of snow, trash, garbage and other refuse, heating, cooling, electricity and other utilities, insurance applicable to the Building, janitorial and cleaning service, assessments, rates and charges imposed with respect to the Building, replacing or repairing of pavement curbs, walkways, drainage and lighting facilities, the cost of personnel (including, without limitation, salaries, wages and so-called fringe benefits) to implement such services, depreciation of machinery and equipment used for such operations, charges under maintenance and service contracts relating to the Building and equipment associated therewith, painting and decorating, customary management fees, supplies, legal and accounting expenses, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges of every character which may be assessed, levied or imposed by public authority or any encumbrance, lien or other recorded agreement at any time during the Lease term, or any renewal or extension thereof, with respect to the Building or any thing or matter related thereto, window cleaning and Building maintenance; provided, however, that Operating Costs of the Building shall not include the cost of any capital improvements to the Building and payments of principal and interest on any mortgages upon the Building. The Base Year is hereby defined to be the calendar year in which this Lease is executed, with Landlord's Operating Costs for the Building during the Base Year being kept on file in Landlord's offices, and which documents and files are available for inspection upon reasonable notice by Tenant. Such percentage increase shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each calendar year, each installment being due on the first day of each calendar month. At any time during each twelve (12) month period, Landlord may adjust Tenant's monthly installments payable thereafter during such twelve (12) month period to reflect more accurately Tenant's percentage share of Landlord's increased Operating Costs. Within one hundred twenty (120) days (or such additional time thereafter as is reasonable

under the circumstances), after the end of each calendar year, Landlord shall mail to Tenant a statement of Landlord's Operating Costs for such twelve (12) month period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant, and Tenant shall pay Landlord or Landlord shall credit Tenant's account or (if such adjustment is at the end of the Lease term) pay Tenant, as the case may be, within thirty (30) days of the mailing of such statement, such amounts as may be necessary to effect adjustment to the agreed percentage share for such twelve (12) month period. Upon reasonable notice given by tenant within ten (10) days of the mailing of Landlord's statement, Landlord shall make available for Tenant's inspection at Landlord's office, during normal business hours, Landlord's records relating to Landlord's Operating Costs for such preceding twelve (12) month period. Failure of Landlord to provide a statement called for hereunder within the time prescribed shall not relieve Tenant from its obligations hereunder.

SIGNS

18. Tenant will not place or allow or suffer to be placed or maintain on the roof or any exterior door, wall or window of the Premises any sign or advertising matter, awning or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, decoration, lettering, advertising or other thing as may be approved in good condition and repair at all times. It is further covenanted and agreed that the Tenant shall not display or erect any lettering, sign, advertisement or decoration in the Premises without the prior written consent of the Landlord.

DISPLAYS BY TENANT

19. Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior visible from the exterior or public spaces thereof, without first obtaining Landlord's written approval. Landlord reserves the right to require Tenant to correct any non-conformity.

ROOF, EXTERIOR AND WALLS

20. Landlord shall have the exclusive right to use all or any part of the roof and exterior of the Building for any purpose; to erect additional stories or other structures over all or any part of the Building; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises. provided that access to the Premises shall not be denied; and to install, maintain, use, repair and replace within the Premises, pipes, ducts, conduits, wires and all other mechanical equipment (for which Landlord may have the responsibility to maintain) serving other parts of the Building. Landlord may make any use it desires of the interior and exterior walls of the Premises, provided that such use shall not encroach on the interior of the Premises.

INSURANCE – TENANT’S OPERATIONS

21. Tenant will not do or suffer to be done anything which will contravene Landlord's insurance policies or prevent Landlord from procuring such policies in amounts and companies selected by Landlord. If anything done, omitted to be done or suffered to be done by Tenant in, upon or about the Premises shall cause the rates of any insurance effected or carried by the Landlord on the Building or other of Landlord's property to be increased beyond the regular rate from time to time applicable to the Building for the use for the purpose permitted under this Lease, or such other property for the use or uses made thereof, Tenant will pay the amount of such increase promptly upon Landlord's demand and Landlord shall have the right to collect any such addition at Tenant's expense. Tenant will further comply with all directions, orders and regulations of the Maryland Fire Underwriters Rating Bureau or such other Fire Underwriters Rating Bureau or similar body as may have jurisdiction over the Building at its own expense, and that it will not use or permit the use of the Premises for other than as specified in Section 5 of this Lease Agreement, and for no other purpose or purposes.

Tenant further covenants and agrees, at its own expense, to carry personal injury and property liability insurance against claims for bodily injury, death or property damage, occurring in or about the Premises during the term hereof, and any renewal or extension of this Lease, covering both Tenant and Landlord as insureds, with terms and companies satisfactory to Landlord, for limits not less than One Million (\$1,000,000.00) Dollars combined single limit and providing that Landlord and Tenant shall be given a minimum of ten (10) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Should Tenant fail to comply with the provisions of this Section 21, of this Lease Agreement, Landlord may, but shall not be obligated to, procure the required insurance coverage and charge Tenant the cost thereof as additional rental. Landlord's option to procure said insurance coverage shall be in addition to, and not in lieu of, any other remedies which Landlord may have as a result of Tenant's failure to comply with this Lease provision.

WAIVER OF SUBROGATION

22. Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releaser's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to recover there under. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra costs shall be charged therefore, the Tenant

shall be obligated to pay same promptly upon Landlord's demand and Landlord shall have the right to collect any such additional cost at Tenant's expense.

TENANT DEFAULT

23. If Tenant violates any provisions of this Lease Agreement then Landlord may treat such Lease violation as a forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the last day of the next succeeding month after notice of termination has been mailed to Tenant. If Tenant's possession of the Premises should, be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises, including all expenses incurred in recovering possession of and re-letting the Premises.

In the event Tenant defaults under any of the terms of this Lease Agreement, the Tenant shall pay all costs, expenses and reasonable attorney's fees and interest that may be incurred or paid by Landlord as a result thereof, Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than 15% of said judgment.

WAIVER OF RIGHT OF REDEMPTION

24, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease or otherwise.

WAIVER

25. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and the failure to insist in anyone or more instances upon a strict performance of any covenant by Tenant under this Lease or to exercise any option or right herein contained, shall not be construed as a waiver or relinquishment for the future of said covenant, right or option, but that same shall remain in full force and effect unless the contrary is expressly stated in writing by Landlord. It is mutually agreed that receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease shall not be deemed a waiver of such breach.

ACCORD AND SATISFACTION

26. No payment by Tenant, or receipt by Landlord, of a lesser amount than the monthly rental herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

LANDLORD'S RIGHT TO RE-ENTER

27. In the event of any failure of Tenant to pay any rental due hereunder within five (5) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than ten (10) days after written notice of such failure shall have been sent to Tenant, or if Tenant shall become bankrupt or insolvent or file or have filed against it a Petition in Bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or if Tenant makes an assignment for benefit of creditors, or petitions for or enters into an management, or if Tenant shall abandon said Premises, or suffer this Lease to be taken under a writ of execution, or if the Premises come into the hands of any person other than expressly permitted under this Lease, then Landlord, besides other rights or remedies it may have, shall have the immediate right or re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all with or without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

LANDLORD'S RIGHT TO RE-LET

28. If Landlord re-enters as above provided, or takes possession pursuant to legal proceedings or otherwise. it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as it deems advisable to release the Premises, and release the Premises, Or any part thereof, for such terms or terms (which may extend beyond this Lease term or any renewal or extension thereof) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable. Upon each such relating all rentals received by Landlord therefore shall be applied, first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay any cost and expense of relating, including brokers and attorney's fees and costs of alterations and repairs; third, to rent due hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as it becomes due hereunder. If rentals received from such relating during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. No re-entry

or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

Notwithstanding any such relating without termination, Landlord may at any time thereafter terminate this Lease for any prior breach or default. If Landlord terminates this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees and interest, and including any deficiency between the rent hereby reserved and consented to be paid, and the net amount of the rent collected by the Landlord during the balance of the term of this Lease, or any renewal or extension thereof, for the Premises.

DAMAGE TO PREMISES

29. If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but that same are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its own expense, cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenable only in part, the Landlord shall promptly at its own expense cause the damage to be repaired, and the annual rental hereunder shall be abated proportionately as to that portion of the Premises rendered wholly untenable until completion of the repairs to be made by the Landlord. Finally, if by reason of such occurrence, the Premises shall be rendered wholly untenable, the Landlord shall, at its own expense, cause such damage to be repaired, and the annual rental shall be abated in whole until completion of the repairs to be made by the Landlord unless within ninety (90) days after said occurrence. Landlord shall send to Tenant written notice that it has elected not to reconstruct the Premises, in which event this Lease and the tenancy created shall cause as of the date of such occurrence, with the annual rental to be adjusted as of such date.

ASSIGNMENT AND SUBLETTING

30. Tenant shall not assign, mortgage, pledge, or encumber this Lease, or sublet or under-let the whole or any part of the Premises, or grant any license or concession for all or any part of said Premises, without on each occasion first obtaining the prior written consent thereto of the Landlord. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the Premises or any part thereof be underlet or occupied by anyone other than by Tenant, Landlord may collect rent from the assignee, Under-Tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under-letting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, under-Tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained.

Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. In the event of any assignment of this Lease, the Landlord may require any such assignee to execute and deliver to the Landlord an agreement, in a form satisfactory to the Landlord, providing for an assumption by such assignee of all of the obligations of the Tenant hereunder and the ratification by such assignee of all of the provisions hereof. For the purposes of this provision, if the Tenant is a corporation, any transfer, sale, pledge, encumbrance or other disposition, in any single transaction or cumulatively during the Lease term, or any renewal or extension thereof, of 50% or more of the stock of the Tenant shall be deemed an assignment of this Lease and therefore, hereby to be prohibited.

If the Tenant is a corporation or partnership, the creation of new stock or interest in the Tenant during the term of this Lease, or any renewal or extension thereof, as a result of which an aggregate of 50% or more of the stock of the Tenant shall be vested in one or more persons who are not stockholders or partners, as the case may be, as of the date hereof, shall be deemed an assignment of this Lease and, therefore hereby to be prohibited. If the Tenant is a partnership or a joint venture, any transfer sale, pledge, encumbrance or other disposition, in any single transaction or cumulatively during the term, or any renewal or extension thereof, of fifty percent (50%) or more of interests in the Tenant, shall be deemed an assignment of this Lease and, therefore, hereby to be prohibited.

Subject to the operation and effect of the foregoing provisions of this Section, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective, heirs, personal representatives, successors and assigns hereunder.

QUIET ENJOYMENT

31. The Landlord covenants and agrees with the Tenant that upon the said Tenant paying the rental due hereunder, and performing all the covenants and conditions specified herein on the Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold and enjoy the Premises hereby leased, for the term as aforesaid, subject, however, to the covenants and conditions of this Lease Agreement.

NOTICES

32. All notices from Tenant to Landlord shall be in writing and sent by Certified Mail, Return Receipt Requested, and addressed to Landlord at 600 Reisterstown Road, Suite 700, Baltimore, Maryland 21208 or such other address as the Landlord may designate from time to time by notice to the Tenant. All notices from Landlord to Tenant shall be in writing and sent by Certified Mail, Return Receipt Requested, and addressed to Tenant at the Premises, or hand delivered or posted conspicuously on the door to the Premises by Landlord, or sent by fax or by email.

DEFINITION OF RENT

33. All payments from Tenant to Landlord required under the terms of this Lease, including court costs shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent.

LANDLORD ACCESS

34. Landlord, and Landlord's agents, shall have the right to enter the Premises at all times to examine the same. to show them to prospective purchasers of the Building or tenants of the Premises to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and to enforce or carry-out any provision of this Lease. The rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. Landlord, and Landlord's agents, may enter the Premises by a master key or may forcibly enter the same, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Premises or any part thereof, except as otherwise herein specifically provided. It is further agreed that during the last six (6) months of this Lease Agreement, or any renewal or extension thereof, the Landlord shall be permitted to exhibit and place both on the inside and outside of the Premises "For Rent" and/or "For Sale" signs which shall not be removed, obliterated, obscured or hidden by Tenant.

ABANDONMENT

35. In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs without relieving the Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to sell or otherwise dispose of any personal property left in or about the Premises after the Tenant has vacated.

SUBORDINATION AND ATTORNMENT

36. It is agreed that this Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the Building and is subject and subordinate, also, to any extension, renewal, Modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. However, the Tenant, promptly upon the request of the Mortgagee under any such mortgage or any Trustee or Beneficiary under any such Deed of Trust, shall execute, acknowledge and deliver such further instrument of subordination, in recordable form, as such Mortgagee, Trustee or

Beneficiary may require. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant.

Promptly upon the request of any person succeeding to the interest of Landlord, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer. of such interest in lieu of foreclosure. The Tenant automatically, without the necessity of executing any further document, will become the Tenant of such successor in interest. The Tenant, promptly upon the request of any such successor in interest, Shall execute, acknowledge and deliver such instrument or instruments confirming the attorney provided for by this Section 36 as such successor in interest may require.

SEVERABILITY

37. If any provision of this Lease or any application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

ENTIRE AGREEMENT

38. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

HOLDING OVER

39. If the Tenant, or any person claiming through the Tenant, shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall, (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other in writing, at least sixty (60) days prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month in which event such tenancy shall terminate.

If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension hereof, the Tenant will made good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding Tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said

succeeding Tenant, so far as such delay is caused by the failure of the Tenant to surrender the Premises.

EMINENT DOMAIN

40. If the whole or any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claims against the Landlord for the value of any unexpired term of this Lease. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof. However Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for and on account of any costs or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

OFFSET STATEMENT

41. Tenant shall, from time to time, within ten (10) days after the Landlord shall have requested same of Tenant, execute, enseat, acknowledge and deliver to the Landlord a written instrument in recordable form certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications thereto, that it is in full force and effect as modified, and stating such modifications); (b) the dates to which the annual rent and other charges arising hereunder have been paid in advance, if any; (c) the amount of any prepaid rents or credits due the Tenant if any; and (d) that the Tenant has accepted or the Landlord has delivered (as the case may be) the possession of the Premises and the date upon which the term shall have commenced. Said written instrument shall also state whether or not to the best knowledge of the Tenant, the Landlord is then in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the Tenant may have knowledge; and further stating any other fact or certifying as to any other condition which shall have been reasonably requested by such party or by any mortgagee or prospective mortgagee or purchaser of the Building or of any interest therein, it being intended that any such statement delivered pursuant to the provisions of this Section may be relied upon by any prospective purchaser of the Building, by any Mortgagee thereof, by any Assignee of Landlord's interest in this Lease or of any Mortgage upon the fee of the Building.

LANDLORD'S EXONERATION FROM CLAIMS OF INJURY

42. The Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed negligence, etc. on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

LIABILITY AND INDEMNIFICATION

43. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property during the term of this Lease and any renewal or extension thereof, arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof. Or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, visitors, guests or lessees, In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys fees that may be incurred or paid by Landlord enforcing the covenants and agreements in this Lease. Furthermore, Tenant agrees to pay Landlord for all damages to the Premises caused by misuse, waste or neglect by the said Tenant, its agents, contractors, employees, servants or lessees.

JURY TRIALS AND COUNTER CLAIMS

44. The Tenant waives trial by jury in any action, proceeding or counter-claim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim for injury or damage. In the event Landlord commences any proceedings for non-payment or rent, Tenant will not interpose any counter-claim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

TENANT INDEMNIFICATION

45. Tenant will indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury TO persons, or damage TO property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.

CONDUCT OF BUSINESS

46. Tenant shall occupy the Premises in accordance with the terms of this Lease and shall conduct in the Premises the business above stated during normal business hours, and only in a safe and proper manner with a full staff and full stock of merchandise and supplies. The Tenant further covenants that it will not do, suffer nor permit anything to be done in or about the Premises which will constitute a nuisance.

LANDLORD'S RIGHT TO DISTRAIN

47. All property brought onto the Premises or that may be on the Premises shall be a security for the payment of the rent and other charges, and the Landlord shall have a lien thereon, and said property shall not be removed without the written consent of the Landlord, and any attempt to remove the same without Landlord's consent, or if the monthly installments become more than five (5) days in arrears, or if Tenant is dispossessed and ejected from the Premises as above provided for, then the whole amount of rent for the balance of the term shall become due and payable and the Landlord may distrain for same.

ADDITIONAL RENT

48. Tenant shall assume and pay to Landlord, as additional rent, prior to the imposition of any fine, penalty, interest or cost for the non-payment thereof, all excise, sales, gross receipts or other tax (other than a net income or excess profits tax) which may be (1) assessed or imposed on or be measured by such rent or other charge which may be treated as rent, or (2) which may be imposed on the letting or other transaction for which such tax is payable and which Landlord may be required to pay or collect under any law now in effect or hereafter enacted by any governmental authority.

CAPTIONS AND SECTION HEADINGS

49. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

SUCCESSORS

50. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing.

BROKERS

51. Landlord and Tenant represent that neither has dealt with any broker in connection with this Lease and that no other broker negotiated this Lease or is entitled to any

commission in connection herewith. Landlord agrees to pay all commissions due any broker for the original term and any renewals, extensions and/or additions to the Lease.

SECURITY DEPOSIT

52. Tenant, contemporaneously with the execution of this Lease has deposited with Landlord the security deposit referenced in Section 1 above, the receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the term, and any renewal or extension thereof. If at any time during the term of this Lease, or any renewal or extension thereof, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply all or a portion of said deposit to the payment of any such overdue rent or other sum. Any portion of such deposit which shall not be utilized for any such purpose shall be returned to the Tenant following the expiration of this Lease, or any renewal or extension thereof. Such deposit shall not bear interest.

SERVICES RENDERED

53. Landlord covenants and agrees that it will, without additional charge, furnish (a) elevator service during normal business hours, and (b) normal and usual cleaning of Public Spaces during Landlord's regular service hours.

VEHICLE PARKING

54. This Lease Agreement shall not confer upon Tenant, Tenant's agents, servants, employees, invitees, guests or visitors any right to park any motor vehicle in or on the Building's parking facilities or other Common Areas, except as set forth in Section 1. Parking in reserved spaces shall subject any motor vehicle to being towed.

RELOCATION OF TENANT

55. Landlord shall have the right, upon thirty (30) days prior written notice to Tenant, to relocate Tenant to another location in the Building, at no cost or expense of buildout or reasonable moving expenses to Tenant, upon the condition that the new premises designated by Landlord shall be substantially as desirable as the Premises with respect to layout and location in the Building and shall not be smaller in area than the Premises.

ACCESS TO BUILDING, EMERGENCIES AND MAINTENANCE

56. Tenant understand that Landlord is a Sabbath observant company, and that while the Building will be Tenant-accessible 7 days a week, access to Maintenance and Emergency calls will be limited to Sunday through Friday (sundown), and that Maintenance and Emergency calls will be unavailable through the Building Landlord

Friday (sundown) through Sunday mornings, and all major Jewish holidays (a list of which is maintained in Landlord's office and will be provided upon request. A separate and independent Maintenance and Emergency Company will be retained by Landlord for bona fide emergency calls from Friday (sundown) through Sunday mornings, and on all major Jewish holidays.

APPLICABLE LAW

57. This Lease shall be given effect and shall be construed by application of the law of Maryland.

EXHIBIT B

RULES AND REGULATIONS

1. The Common Areas are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety. Character, reputation or interest of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business unless such persons are engaged in any illegal or improper activities. Tenant, its employees and invitees, shall not go upon the roof of the Building.
2. The Landlord shall designate appropriate entrances and, at Landlord's sole option, a "freight" elevator for deliveries or other movement to or from the Premises of equipment, materials, supplies, furniture or other property, and Tenant shall not use any other entrances or elevators for such purposes. The freight elevator shall be available for use by all tenants in the Building, subject to such reasonable scheduling as Landlord, in its discretion, shall deem appropriate. All persons employed and/or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building, are subject to such reasonable scheduling as Landlord, in its sole discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building. Landlord will not be responsible for loss of, or damage to, any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of Tenant.
3. Landlord shall have the sole right to change the name, façade, look and Public Areas of the Building.
4. Landlord reserves the right to exclude from the Building at all times, at Landlord's sole option, all persons who do not present identification acceptable to Landlord. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob,

riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

5. No curtains, draperies, blinds, shutters, Shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Premises without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenant shall keep window coverings closed when the effect of sunlight or cold weather would impose unnecessary loads on the Building's heating or air conditioning systems.

6. Tenant shall insure that the doors and windows of the Premises are closed and locked and that all water faucets and water apparatus are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

7. Restrooms, and all fixtures and apparatus located therein shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown or placed therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

8. Tenant shall not install any radio or television antenna loudspeaker, or other device on the roof or exterior walls of the Building. No TV or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.

9. There shall not be used in the Building either by Tenant or others on Tenant's behalf, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into the Building or kept in or about the Premises.

10. No material shall be placed in the trash receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the City/County without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only in such manner and at such times as Landlord shall designate.

11. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

12. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be used for any purpose other than ingress and egress to and from the Premises. and for going from one to another part of the Building.

13. No signs, advertisements, directories or notices shall be painted, displayed or affixed on or to any windows or doors, or other part of the Building, except of such color, size and style and in such places as shall be first approved in writing by Landlord.

14. Tenant shall not do, or permit anything to be done in or about the Building. or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building. or on property kept therein. or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.

15. All damage done to the Building by taking in or putting out any property of Tenant, or done by Tenant's property while in the Building, shall be repaired at the expense of Tenant.

16. Corridor doors, when not in use, shall be kept closed.

17. No furniture, packages, or bulk materials of any kind will be received in the Building or carried up or down stairs or in the elevators, except in the manner and at the times specified by Landlord.

18. To insure orderly operation of the Building, no ice, drinking water, towels, newspapers, beverages, catering service, etc., shall be delivered to the Premises, except at such reasonable hours and by persons approved, in writing, by Landlord.

19. Should Tenant require telegraphic, telephonic, annunciator or other communications service, Landlord will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall direct.

20. Tenant shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.

21. Nothing shall be swept or thrown in the corridors, halls, elevator shafts or stairways. No birds or animals, other than Seeing Eye dogs or other reasonable accommodation for qualified disabled individuals, shall be brought into or kept in or about the Building or the Premises.

22. A building directory will be provided for the display of the name and location of Tenant and a reasonable number of the principal employees of Tenant. Landlord reserves the right to restrict the amount of directory space utilized by Tenant. All directory and door signage shall be provided by Landlord, but paid for by Tenant.

23. Tenant shall not employ, authorize or permit any person or firm other than the janitor of Landlord for the purpose of cleaning the Premises or the Building. Janitor service will

not be furnished on nights when rooms are occupied after 6:00 p.m. unless, by prior agreement in writing, service is extended to a later hour for specifically designated rooms. The janitorial service retained by Landlord does not include the cleaning of carpets or rugs.

24. Landlord will furnish Tenant up to two keys to each entry door lock to the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not have any such keys duplicated. Tenant shall not alter any lock, install a new or additional lock or any bolt on any door of the Premises. Upon the termination of the Lease, Tenant shall deliver to Landlord all keys to the doors in the Premises, and to the washrooms.

25. Tenant will not use any method of heating or air conditioning other than that provided by Landlord. No vending machine shall be installed in the Building without the prior written consent of Landlord.