

OFFICE LEASE

THIS LEASE (the "Lease") is made and entered into this 31st day of May, 2006, by and between JBG/NICHOLSON LANE EAST, L.L.C., a Delaware limited liability company ("Landlord") and RGS TITLE, LLC, a Virginia limited liability company ("Tenant").

In consideration of the Rent hereinafter reserved and the agreements hereinafter set forth, Landlord and Tenant mutually agree as follows:

1. DEFINITIONS.

Lease Specific

A. **Building:** a three (3) story building containing approximately sixty-five thousand two hundred one (65,201) square feet of total rentable area as of the date hereof and located at 11333 Woodglen Drive, Rockville, Maryland. Except as otherwise expressly provided in this Lease, the term "Building" shall include all portions of said building, including, but not limited to, the Premises, the Common Areas and the garage.

B. **Premises:** approximately three thousand nine hundred thirty-six (3,936) square feet of rentable area located on the second (2nd) floor of the Building, as more particularly designated on Exhibit A. The rentable area in the Building and in the Premises shall be determined by Landlord's architect in accordance with the Building Owners and Managers Association International Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996.

C. **Complex:** that certain complex (of which the Building and the Land are a part) of buildings known as Woodglen Park, including the Building and the buildings and properties located at 11420 Rockville Pike, 11426 Rockville Pike and 5640 Nicholson Lane in Rockville, Maryland, and including all easements, rights, and appurtenances thereto (including private streets, storm detention facilities, and any other service facilities).

D. **Term:** Approximately eight (8) years, as more particularly defined in Section 2.A. hereof.

E. **Anticipated Lease Commencement Date:** November 1, 2006. The actual Lease Commencement Date shall be the date defined as such in Section 2.A. hereof.

F. **Base Rent:** One Hundred Ten Thousand Two Hundred Eight Dollars (\$110,208.00) for the first Lease Year, divided into twelve (12) equal monthly installments of Nine Thousand One Hundred Eighty-Four Dollars (\$9,184.00) for the first Lease Year, and thereafter as increased by the Base Rent Annual Escalation Percentage, as set forth in Section 4.A hereof.

G. **Base Rent Annual Escalation Percentage:** two and three-quarter percent (2.75%).

H. **Operating Expenses Base Year:** calendar year 2006.

I. **Real Estate Tax Expenses Base Year:** calendar year 2006.

J. **Security Deposit:** Nine Thousand One Hundred Eighty-Four Dollars (\$9,184.00).

K. **Brokers:** CB Richard Ellis, as agent of Landlord, and Cushman & Wakefield of Virginia, Inc., as agent of Tenant.

L. **Tenant Notice Address:** Frederick L. Shreves, II, 1840 Michael Faraday Drive, Suite 120, Reston, Virginia 20190, with a copy to David B. Jackson, 1840 Michael Faraday Drive, Suite 120, Reston, Virginia 20190

M. Landlord Notice Address: JBG/Commercial Management, L.L.C., 4445 Willard Avenue, Suite 400, Chevy Chase, Maryland 20815, Attention: Mr. Thomas A. O'Neill, with copies to: Greenstein DeLorme & Luchs, P.C., 1620 L Street, N.W., Suite 900, Washington, D.C. 20036, Attention: Abraham J. Greenstein, Esq.

N. Landlord Payment Address: JBG/Nicholson Lane East, L.L.C. and delivered to JBG/Nicholson Lane East, L.L.C. at P.O. Box 751917, Charlotte, North Carolina 28275-1917; provided, however, that at Landlord's sole option, following at least thirty (30) days written notice to Tenant, Tenant shall thereafter make all payments due and payable to Landlord under this Lease by means of electronic transfers of funds from Tenant's financial institution to Landlord's designated financial institution.

O. Building Hours: 8:00 a.m. to 6:00 p.m. on Monday through Friday (excluding Holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding Holidays), and such other hours, if any, as Landlord from time to time determines.

P. Guarantor(s): None.

Q. Parking Permits: for twelve (12) unreserved spaces in the Woodglen Parking Lot (as hereinafter defined) and for four (4) unreserved spaces in the Garage (as hereinafter defined). For purposes of this Lease, the "Woodglen Parking Lot" is that certain surface parking lot located across Woodglen Drive from the Building, and the "Garage" is that certain parking facility which is part of the Building.

General

R. *Alterations*: Any improvements, alterations, fixed decorations or modifications, structural or otherwise, to the Premises, the Building or the Land, as defined below, including but not limited to the installation or modification of carpeting, partitions, counters, doors, air conditioning ducts, plumbing, piping, lighting fixtures, wiring, hardware, locks, ceilings and window and wall coverings.

S. *Common Areas*: Those areas of the Building and/or Land, as the case may be, made available by Landlord for use by Tenant in common with Landlord, other tenants of the Building and the employees, agents and invitees of Landlord and of such other tenants.

T. *Default Rate*: That rate of interest which is five (5) percentage points above the annual rate of interest which is publicly announced by Bank of America or its successor entity, if applicable ("Bank of America"), from time to time as its "prime" rate of interest, irrespective of whether such rate is the lowest rate of interest charged by Bank of America to commercial borrowers. In the event that Bank of America ceases to announce such a prime rate of interest, Landlord, in Landlord's reasonable discretion, shall designate the prime rate of interest by another bank located in the Washington, D.C. metropolitan area, which shall be the prime rate of interest used to calculate the default rate.

U. *Ground Leases*: All ground and other underlying leases from which Landlord's title to the Land and/or the Building is or may in the future be derived. "Ground Lessors" shall denote those persons and entities holding such ground or underlying leases.

V. *Holidays*: New Year's Day, Presidents' Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other holidays designated by an executive order of the President of the United States or by Act of Congress; provided, however, that Landlord retains the right, in its sole discretion, to increase or to decrease the legal holidays which it observes.

W. *Land*: The real estate that supports the Building, and all associated easements.

DATE	INVOICE NO.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
05/17/06	FIRMON0506	FIRST MONTH RENT			9,184.00
05/17/06	SECDE0506	SECURITY DEPOSIT			9,184.00
005123 05/17/06 JBG/NICHOLSON LANE EAST, L.L.C				TOTAL	18,368.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RGS TITLE / MARYLAND, LLC
 MAIN OPERATING ACCOUNT
 7101 WISCONSIN AVE., STE 112
 BETHESDA, MD 20814

PROVIDENT BANK OF MARYLAND

5123

005123

7-7301/2520

PAY *EIGHTEEN THOUSAND THREE HUNDRED SIXTY EIGHT DOLLARS AND NO CENTS
 DATE CHECK AMOUNT

05/17/06

****18,368.00*

TO THE ORDER OF

JBG/NICHOLSON LANE EAST, L.L.C
 P.O. BOX 751917
 CHARLOTTE

NC 28275-1917



[Handwritten Signature]

MP

JBG/NICH

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈005123⑈ ⑆252073018⑆ 0005657520⑈

LEASE ABSTRACT

Tenant: RGS Title

Landlord: JBG/Nicholson Lane East, L.L.C.

Premises: 11333 Woodglen Drive, Rockville, MD

Floor(s): 2nd Floor

Documents: Original Lease, 8 year Term at \$28 psf with 2.75% escalations. CY 2006 base year. Tenant has a termination and a renewal option.

Rentable Square Feet: 3,936 r.s.f.

Lease Commencement Date: Anticipated 11/1/06

Rent Commencement: The later of (i) LCD or (ii) 12/1/06

Term: Original Term- 8 years

<u>Rent</u> Assumes RCD is 12/1/06			
<u>Lease Year</u>	<u>Base Rent Per Square Foot Per Annum</u>	<u>Base Rent Per Annum</u>	<u>Base Rent Per Month</u>
1	\$28.00	\$101,024.00	\$9,184.00
2	\$28.77	\$113,238.72	\$9,436.56
3	\$29.56	\$116,348.16	\$9,695.68
4	\$30.37	\$119,536.32	\$9,961.36
5	\$31.21	\$122,842.56	\$10,236.88
6	\$32.06	\$126,188.16	\$10,515.68
7	\$32.94	\$129,651.84	\$10,804.32
8	\$33.85	\$133,194.24	\$11,099.52
Aggregate Rent Value		\$962,024.00	

Security Deposit: \$9,184.00
 Lease: I.I J

Renewal Option: Tenant shall have 1 - 5 year option to renew at the PMR with notice given no earlier than 15 months and no later than 12 months prior to the initial expiration.

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Rights of First Offer: N/A

Termination Rights: Tenant has the right to terminate the Lease on the last day of the 5th Lease Year with 270 days prior written notice. Tenant must pay a \$73,438.27 termination fee.

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Relocation Option: Intentionally Deleted

Lease: 37

Operating Expense Base:
Lease: 1.1 H, 1.1 BB, 5

Base Year	CY 2006
Liability Starts	1st Anniversary of RCD
Prorata Share	6.04%
Additions	All capital expenses amortized over the useful life plus finance charges.
Exclusions	None
Caps	None
Gross Up	95.00%
Audit Rights	Yes

Real Estate Tax Base:
Lease: 1.1 I, 5

Base Year	CY 2006
Prorata Share	6.04%

Insurance:
Lease: 17

Commercial General Liability: \$1,000,000.00/\$2,000,000.00
Excess Umbrella Liability: \$2,000,000.00
Business Interruption: Not less than Base Rent then in effect.
Personal Property: Full replacement
Automobile: \$1,000,000.00
Workers' Compensation: Not less than State requires
Employee's Liability: \$100,000.00 per accident

Parking: 12 unreserved spaces in the Woodglen Parking Lot & 4 unreserved spaces in the Garage

Lease: 1.1 Q

Holding Over: The first 60 days at 150% of the Monthly Base Rent plus 100% of the Additional Rent- thereafter at 200% of the Monthly Base Rent plus 100% of the Additional Rent.

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Future Lease Obligations: N/A

Tenant Improvements: \$36 psf = \$141,696.00
Lease: Exhibit C: 4

Brokers: Assumes RCD is 12/1/06 and there is 1 month of abatement			
Broker	Commission %	Commission Amount	Timing
Listing: CBRE	1.25%	\$12,025.30	50%-50%
Tenant: Cushman & Wakefield	3.00%	\$28,860.72	50%-50%
JBG: Q. Rounsaville	0.50%	\$4,810.12	100%

This Lease:

Minimum Rent	\$28.00
T.I.'s / year	\$4.50
Commission / year	\$1.45
Free Rent / year	\$0.29
Other	

Net Effective Rent **\$21.76**

Parisa Erfani

From: David Jackson [djackson@ssdsj.com]
Sent: Monday, November 27, 2006 3:25 PM
To: Bill Donovan
Cc: Michael Groft; Parisa Erfani
Subject: RE: NEW ADDRESS - Rockville lease

Sorry, I thought you had this. And yes, the current lease does end on November 30.
David

From: William Donovan
Sent: Monday, November 27, 2006 3:02 PM
To: David Jackson
Cc: Mike Groft; Parisa Erfani
Subject: FW: NEW ADDRESS - Rockville lease

David,
I don't recall seeing a new lease on this one. If ready, can you please send over to us? We will stop paying the old rent immediately as it looks like that lease ends this week.

Thanks,
Bill

bdonovan@dycpa.com
301-654-6200 x 13
Fax 301-692-1990

-----Original Message-----

From: Kelly Lively [mailto:klively@rgstitle.com]
Sent: 11/27/2006 2:55 PM
To: Bill Donovan
Subject: FW: NEW ADDRESS

Kelly M. Lively, Manager

From: Kelly Lively
Sent: Monday, November 27, 2006 10:47 AM
To: All Offices
Subject: NEW ADDRESS

Kelly M. Lively, Manager
RGS Title, LLC
Rockville Branch
11921 Rockville Pike, 107
Rockville, MD 20852