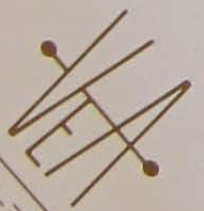


Corporation
Church, Virginia 22041 • (703) 931-7500



AND MR SOLON JIMENEZ

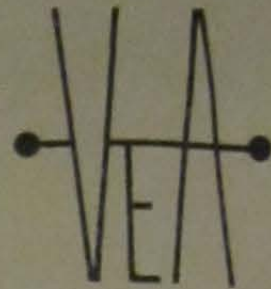
VAN E A ASSOCIATES a corporation



Suite 1407 • 5205 Leesburg Pike • Falls Church, Virginia 22041 • (703) 931-7500

MR OSCAR ZUNIGA AND MR SOLON JIMENEZ
SOLON FRANCISCO
9143-G RED BRANCH RD
COLUMBIA MD 21045

VAN E S ASSOCIATES a corporation



One Skyline Place • Suite 1407 • 5205 Leesburg Pike • Falls Church, Virginia 22041 • (703) 931-7500

December 11, 2002

Mr. Oscar Zuniga and Mr. Solon Jimenez
Solon Francisco
9143-G Red Branch Road
Columbia, Maryland 21045

Re: Proposed Lease Amendment
Number Three with
Oak Run I Limited Partnership

Dear Oscar and Solon:

Please have all four copies of the enclosed Lease Amendment Number Three (Consent to Lease Assignment) executed as follows:

- Signed by each of you and your signatures witnessed.
- Signed by Rick Harrison as Assignee and his signature witnessed and notarized.

Return all four copies to me with a check for \$2,100.00 as additional security deposit. Also include a check for \$1,091.90 for December rent and \$63.00 for attorney fees billed December 11. I will have the Owner sign when I hear the sale was finalized and all amounts due are paid in full.

There will be at least one more invoice for the attorney's time. Where should that invoice be sent?

If you have any questions, please call me.

Sincerely,

Cindy Kauffman, RPA
Vice President

Enclosures

F:\Wordexcl\BlettWdB : Amendltr.doc

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
AND LEASE AMENDMENT NUMBER THREE**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2002, by and among OAK RUN I LIMITED PARTNERSHIP, a Virginia limited partnership (the "Landlord"); OSCAR ZUNIGA ("Zuniga") and SOLON F. JIMENEZ ("Jimenez"), jointly and severally (collectively the "Assignor"); and RICK HARRISON (the "Assignee").

WITNESSETH, THAT, WHEREAS, the Landlord and Assignor were the sole parties to a lease agreement dated June 28, 1993, as amended (the "Lease"), whereby the Landlord leased to Assignor and Assignor leased from Landlord certain property known as 9143-G Red Branch Road, Columbia, Maryland 21045, which property is more particularly described in the Schedule B Sketch attached thereto (the "Property"), for a term expiring on August 31, 2003.

WHEREAS, Assignor has agreed to transfer and assign all of its right, title, and interest, and obligations in and to the Lease and the Property to Assignee and Assignee has agreed to accept the transfer and assignment of Assignor's right, title, and interest, and obligations in and to the Lease and the Property,

WHEREAS, the Lease requires Assignor to obtain the consent to said assignment, provided Assignor and Assignee each, jointly and severally, agree to be bound by the provisions of this Agreement, and Assignor and Assignee, jointly and severally, are each willing to do so.

WHEREAS, the Landlord is willing to consent to said assignment, provided Assignor and Assignee each, jointly and severally, agree to be bound by the provisions of this Agreement, and Assignor and Assignee, jointly and severally, are each willing to do so.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. Effective Date of Assignment. The assignment in this Agreement shall take effect on the Effective Date, and Assignor shall give possession of the Property to Assignee on that date.

2. Assignment and Assumption. Assignor assigns and transfers to Assignee all its rights, interests and obligations in and to the Lease and the Property and Assignee accepts the assignment and assumes and agrees to perform and be bound by all the terms, covenants and conditions of the Lease, whether or not they have accrued prior to the Effective Date.

3. Landlord's Consent. Landlord consents to the assignment without waiving its rights to restrict any subsequent assignment or subletting of the Property in accordance with the terms and conditions set forth in the Lease. Landlord's consent is specifically contingent upon: (a) Assignee's payment of an additional security deposit in the amount of Two Thousand One Hundred Dollars (\$2,100.00), which security deposit shall, as of the expiration of the Lease, be returned to Assignee (and not to Assignor), if all of the conditions set forth in the Lease for such return have been met; (b) the approval of this Agreement by the Bankruptcy Court in the case styled: In Re: Solon Jimenez, U.S. Bankruptcy Court for the District of Maryland (Baltimore Division), Case No. 02-64048 JFS (Chapter 7)(the "Litigation"); and (c) the receipt by Landlord of all monies due pursuant to the terms and conditions of the Lease, but unpaid as of the date that it receives this Agreement as signed by Assignor and Assignee (as of September 1, 2002, such amount totals \$283.19).

4. Zuniga's Liability. Zuniga shall not be relieved of the performance of any and all of the terms, covenants and conditions of the Lease as of the Effective Date, including, but not limited to, his respective obligations pursuant to the Lease prior to the Effective Date.

5. Indemnification of Landlord. Assignor and Assignee jointly and severally covenant with Landlord that Landlord shall not be liable for, and Assignor and Assignee shall jointly and severally defend (with counsel satisfactory to Landlord), indemnify and protect Landlord from any claim, demand, judgment, award, fine, mechanic's lien or other lien, loss, damage, expense, charge, or cost of any kind or character (including actual attorney's fees and court costs) arising directly or indirectly from (a) this assignment of Lease or (b) any labor dispute involving Assignor and Assignee or their contractors and agents or (c) the construction, repair, alteration, use, occupancy or enjoyment of the Property from and after the Effective Date (hereinafter referred to as "Claims") including, without limitation, Claims caused by the concurrent negligent act or omission whether active or passive of Landlord or its agents; provided, however, that Assignor and Assignee shall have no obligation to defend, indemnify or protect Landlord for Claims occasioned by the sole negligent, willful or criminal act of Landlord and/or its agents. This indemnification shall forever survive the execution of this Agreement.

6. Indemnification of Assignor and Assignee. Assignee shall hold harmless and indemnify Assignor from any and all liability in connection with the Lease from and after the Effective Date. Assignor shall hold harmless and indemnify Assignee from any and all liability in connection with the Lease with regard to any unpaid debts or obligations, known or unknown, that were incurred prior to the Effective Date, so long as such unpaid debts or obligations were incurred in connection with Assignor's occupancy or use of the Property. Assignee represents and warrants that it has legal authority to enter into this Agreement.

7. Acceptance of Property. Assignee acknowledges that it has inspected the Property and hereby agrees to accept possession and occupancy of the Property in the condition existing upon the

Effective Date. Assignee further acknowledges that it has read the Lease and has received the original or an exact copy of the Lease.

8. Attorney's Fees. Assignor jointly and severally agree that they shall reimburse Landlord, within ten (10) days of Landlord's invoice, as additional rent, the attorney's fees and costs incurred by Landlord in connection with the preparation and negotiation of this Agreement. Failure to pay the attorney's fees as required herein shall constitute a default under the Lease.

9. Security Deposit. The parties to this Agreement agree that the security deposit held by the Landlord of \$900.00 shall continue to be held by Landlord for the benefit of Assignee, together with the additional \$2,100.00 to be delivered by Assignee pursuant to Paragraph 3 above, it being understood that the total Security Deposit to be held by the Landlord shall equal \$3,000.00.

10. Miscellaneous.

a. Attorney's Fees. If any party commences an action arising out of or in connection with this Assignment of Lease and Landlord is named as a party in such suit, Assignor and Assignee shall jointly pay all attorney's fees and costs incurred by Landlord with regard to such suit. Such obligation shall constitute an item of Additional Rent under the terms and conditions of the Lease, and the failure to pay such attorney's fees and costs shall constitute a default thereunder.

b. Successors. This assignment shall be binding on and inure to the benefit of the parties and their heirs, successors, and assigns, except as otherwise provided herein.

11. Acknowledgement. Assignor and Assignee hereby acknowledge:

a. That Landlord is not a party to nor shall it under any circumstances become obligated in any way under any promissory notes, collateral assignments, reassignments, or other agreements between Assignor and Assignee related to the transfer of interest evidenced by the assignment of Lease;

b. That there will be no amendment or modification of the assignment binding upon Landlord unless Landlord has given its prior written consent thereto which it may choose to withhold for any reason in its sole discretion. In the event of any such amendment or modification, by operation of law or otherwise, which has not received prior written approval by Landlord, such amendment or modification shall be void and of no effect as to Landlord;

c. That neither Landlord nor any of its agents or other parties has made any promise, agreements, warranties or representations which have induced Assignor or Assignee to enter into this transaction or otherwise, except as specifically set forth in this Agreement, if at all; and

d. That Assignor hereby represents and warrants to Landlord that as of the Effective Date, the Lease is in full force and effect, that Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that Assignor has no claims against Landlord under the Lease or in connection with the leasing of the Property.

12. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement.

13. Effective Date. As used herein, the term "Effective Date" shall mean the date which is the latest to occur of the following:

a. The receipt by Landlord of this Agreement, as executed by Assignor and Assignee, together with the additional security deposit from Assignee;

b. The date on which this Agreement is approved by Order of the U.S. Bankruptcy Court for the District of Maryland in the Litigation; and

c. The receipt by Landlord of all monies due pursuant to the terms and conditions of the Lease, but unpaid as of the date that it receives this Agreement as signed by Assignor and Assignee.

14. Except as set forth in this Agreement, all terms and conditions of the Lease remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

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

WITNESS/ATTEST:

OAK RUN I LIMITED PARTNERSHIP

By: _____ (SEAL)

LANDLORD

✓ _____

✓ _____ (SEAL)

OSCAR ZUNIGA
ASSIGNOR

✓ _____

✓ _____ (SEAL)

OLON F. JIMENEZ
ASSIGNOR

✓ _____

✓ _____ (SEAL)

RICK HARRISON
ASSIGNEE

✓ STATE OF _____, COUNTY OF _____, to wit:

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Rick Harrison, personally known to me to be the person who executed the foregoing Assignment, Assumption, and Consent Agreement and Lease Amendment Number Three, and further acknowledged that his execution of the foregoing document is his act and deed.

AS WITNESS my hand and Notarial Seal this _____ day of _____, 2002.

Notary Public

My commission expires: _____