

Council on American-Islamic Relations

CAIR

Maryland-Virginia

7752 Woodmont Ave
Suite 213
Bethesda MD 20814

"Faith in Action"

December 10, 2004

Mr Yaqub Mirza, Ph.D.
President & CEO
Sterling Management Group, Inc.
555 Grove Street, Suite 116
Herndon, VA 20170

Assalamu Alaikum Br. Yaqub:

I pray that this find you in the best of health and the highest iman by the grace of Allah.

After careful study and much research, I am convinced that a office in Northern Virginia is a necessity without a doubt. More than half of our current cases are from this region and we sincerely feel that we can serve the community better with a base in Herndon InshaAllah.

I have enclosed herewith 3 items:

- A realistic Budget for FY 2005
- A brief summary on the rationale for this office
- A very brief scope of the function of this office

During our last meeting I explained to you about our financial standing. Our next major infusion of funds will be in May 15 of 2005, when we will be having our Annual Fundraising Banquet. This event will draw about 1200 supporters and we hope to raise about \$400,000 InshaAllah. We have also embarked on a campaign to raise our monthly donations to \$12,000 by March 2005 and \$ 24,000 by December 2005.

Our present financial situation is not very healthy and our "Funds Sharing" agreement with CAIR National is not raising the expected amount of funds. As mentioned to you, the National Office does not support its chapters financially. This chapter for the past two years has been supported by the community and from the personal funds of a few close supporters. Alhamdulillah, we now see increased support from the community as community members witness this chapter working on issues that are a part of their everyday lives.

The budget for the Virginia office is \$165,452. I seek your assistance in funding this important operation. We seek a grant, loan or a grant/loan package that will provide the impetus to draw the right personnel and concentrate on building a strong institution in the region.

Council on American-Islamic Relations

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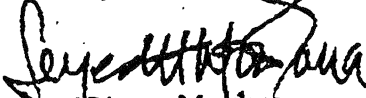
7752 Woodmont Ave
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"Faith in Action"

I take this opportunity to thank you for your continued support and may Allah SWT make your institution stronger in the years to come.

Wa Assalam

Sincerely for the sake of Allah,


Seyed Rizwan Mowiana
Executive Director.

Yul-mi Cho

From: Admin [admin@yorkfoundation.com]
Sent: Friday, May 26, 2006 3:06 PM
To: cho@sandlerreiff.com
Subject: Cair Loans

This email is to verify that York Foundation advanced a short term loan in the amount of \$14,000 to Council of American Islamic Relations - Maryland, Inc. and said loan amount is still outstanding.

Beverly Hassan
Accountant

18630 Woodfield Road
Gaithersburg, MD 20879
301.208.8200
301.208.0872 Fax

Shama
CAIR - Maryland-Virginia-DC
7752 WOODMONT AVENUE
BETHESDA MD 20814

Please tear this side off and
remit with your payment to:



18630 Woodfield Road
Gaithersburg, MD 20879

CAIR - Maryland-Virginia-DC

Account No. 1632

Sales Rep Lynn White

Statement

1 1/2% per month finance charge will be added to all accounts over 30 days

Statement Date: 6/1/05

[illegible]

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www.colornetprinting.com

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BETHESDA MD 20814

Invoice

No. **78601**

Date 5/19/05

Customer P.O. No.

1 1/2% per month finance charge will
be added to all accounts over 30 days

Quantity	Description	Amount
3,600	Invitation - folded - printed all reflex blue ink Invite w/pocket -all blue - folded w/score, 7 x 24 White Anthem Matte Cover 100#, printed 2 up 1 color front in Reflex Blue ink 1 color back in Reflex Blue ink Quoted at \$ 2510 but inserting/folding was to be done by customer - we did in-house at discounted rate to get in mail when requested.	2,647.49
3,600	RSVP card, 4.25 x 5.5 Bright White z80#-Glacier Opaque BC Cover Smooth, printed 4 up 1 color front in Reflex Blue ink 1 color back in Reflex Blue ink Quoted at \$263.40	243.03
3,600	Envelopes for return card, 4.375 x 5.75 White (b)5.5Bar Park Ave Env, printed 1 color front in Reflex Blue ink Quoted at \$ 489.44	474.68
3,212	Mail Shop will apply one clear tab to close/sort names/address on invite and mail - postage extra	340.00
Sales Rep: Lynn White Remit this copy with payment		
folded invite/RSVP/5.5 BAR ENV		
		Sub-Total 3,705.20
		MD Sales Tax 185.26
		Shipping
		Total Due 3,890.46
Estimates are valid for 30 days from the above date. Price is subject to approval upon receipt of artwork.		

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Invoice

No. **78638**

Date 5/11/05

Customer P.O. No.

1 1/2% per month finance charge will
be added to all accounts over 30 days

Quantity	Description	Amount
1,500	Tickets - printed on 2 sides - white paper with blue ink, 3.5 x 8.5 White z67#-Bristol Springhill Vellum, printed 2 up 1 color front in Reflex Blue ink 1 color back in Reflex Blue ink	312.60
3,600	Direction cards, 4.25 x 5.5 White Williamsburg 70#/Offset, copied 4 up on 1 side	0.00
Sales Rep: Lynn White Customer copy		
Tickets & Direction Cards		
		Sub-Total 312.60
		MD Sales Tax 15.63
		Shipping
		Total Due 328.23
Estimates are valid for 30 days from the above date. Price is subject to approval upon receipt of artwork.		

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Invoice

No. **78623**

Date 5/24/05

Customer P.O. No.

1 1/2% per month finance charge will
be added to all accounts over 30 days

Quantity	Description	Amount
3,000	4 Color (2005 Annual Fundraising Banquet) Card, 5 x 6.375 White Sterling Gloss (DI/PM) Cover 80#, printed 4 up 4 colors front in 4-Color Process ink	635.00
Sales Rep: Lynn White Customer copy 4 Color (2005 Annual Fundraising Banquet) Card		Sub-Total 635.00
		MD Sales Tax 31.75
		Shipping
		Total Due 666.75
Estimates are valid for 30 days from the above date. Price is subject to approval upon receipt of artwork.		

We Appreciate Your Business

COMMERCIAL OFFICE LEASE

THIS AGREEMENT made and entered into as of February 1, 2006, between HERITAGE EDUCATION TRUST, INC., hereinafter referred to as ("Lessor"), and CAIR Maryland & Virginia, hereinafter referred to as ("Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of a certain commercial office building (hereinafter sometimes referred to as the "Building") located at 585 Grove Street, Herndon, Virginia 20170.

WHEREAS, the Lessor is desirous of leasing office space in the above described building (hereinafter sometimes referred to as the "Demised Premises") to the Lessee, upon the terms and conditions hereinafter provided: and

WHEREAS, the Lessee is desirous of leasing the Demised Premises from the Lessor upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. Leased Premises

The Lessor hereby leases to the Lessee and the Lessee accepts from the Lessor the Demised Premises, Suite G10 on Ground Floor, "AS IS", consisting of 1042 rentable square feet, located at 585 Grove Street, Herndon, Virginia 20170 described as **See Exhibit A**, attached hereto and made a part of this Lease.

2. Term

This lease shall continue in full force for a term of One (1) year, commencing on February 1, 2006 and ending on January 31, 2007. The Lessee shall have the option to renew this lease for one term of two-years at the then market rate, subject however, that Lessee has fulfilled all obligations under this lease and no default has occurred during the term hereof. The Lessee shall have first month free of rent.

3. Rent

a. The Lessee covenants to pay as initial rent for said premises, Annual Rent as follows:

	Monthly	Annually
1 st Year (03/06-01/07)	\$1,563.00	\$18,756.00

The above rental payments are due on the first day of each and every calendar month during the term of this lease without any set off or deduction whatsoever and without any prior demand being made therefore.

b. If the lease term begins on other than the first day of a month, rent from such date until the first day of the next succeeding month shall be prorated on the basis of the actual number of days in each such month and shall be payable in advance.

c. All payments of rent shall be made in cash or by check payable to **STERLING MANAGEMENT GROUP TRUST ACCOUNT, at 555 Grove Street, Suite 116, Herndon, VA 20170** or to such other person or place as may be designated by notice in writing from Lessor to Lessee from time to time, as and when applicable.

d. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest 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. Lessor may accept such check for payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease or under the existing law.

e. All monthly installments of the Annual Rent shall be paid within ten (10) days of due date and shall be subject to a late charge of ten percent (10%) per month or part of the month. All other rent and all other payments becoming due hereunder (including additional rent) shall bear interest at the rate of twenty percent (20%) per annum after the first calendar day following the date when same shall become due and payable.

f. During the term of this lease, Lessor shall pay all taxes and assessments imposed on the demised premises by the state, county or other lawful territory.

4. Additional Rent

If Lessor shall incur any charge or expense on behalf of Lessee under the terms of this Lease, such charge or expense shall be considered additional rent hereunder; in addition to and not in limitation of any other rights and remedies which Lessor may have in case of the failure by Lessee to pay such sums when due, such nonpayment shall entitle Lessor the remedies available to it hereunder for nonpayment of rent. All such charges or expenses shall be paid to Lessor at its office at **555 Grove Street, Suite 116, Herndon, VA 20170**, or such other place and to such other person as Lessor may from time to time designate in writing.

5. Security Deposit

Lessee shall deposit \$NONE as security deposit with the execution of this lease. The security deposit shall be held by the Lessor as a security without liability for interest, for the faithful performance of all covenants, conditions, and agreements of this Lease to be performed by Lessee. In addition, both parties agree as follows:

a. In the event of a default by the Lessee under this Lease, the Lessor shall not be required to return any portion of said security. In this event, the Lessor may either retain the same and apply it toward the actual damages sustained by Lessor by reason of the Lessee's default. However, under no circumstances shall the Lessor be deprived of any other remedy at law or in equity or as agreed upon in this Lease. In the event that the damages exceed the amount of the security deposit, the Lessor or its agent shall have the right to proceed against the

Lessee to recover the excess amount.

b. In the event that there has been no default of any kind or nature whatsoever by the Lessee, upon expiration of the full term of this Lease, said security deposit shall be returned by the Lessor to the Lessee, less any expense, loss or damage suffered by the Lessor as a result of any act or omission on the part of the Lessee, his agents, employees, or licensees. When the Lessee is entitled to the return of the security deposit, the Lessor shall have thirty (30) days from the date of the expiration of this Lease in which to refund the security deposit.

c. In the event of bankruptcy or other creditor-debtor proceedings against the Lessee, the security deposit shall be deemed to be applied first to the payment of rent and other charges due to the Lessor for any period to the filing of such proceedings.

6. Use of Premises

a. It is understood and agreed that the leased premises shall be used and occupied by the Lessee for general office purposes and for no other purpose and that Lessee shall comply with all applicable laws, ordinances, government regulations and all protective covenants and restrictions of record affecting such use.

b. Lessee shall not keep within or about the demised premises any dangerous material. Lessee shall indemnify and hold Lessor harmless against any and all damage, injury, or claims by third parties, resulting from Lessee's business operations out of the demised premises or from the storage or operation of the Lessee's equipment, furnishings and/or materials.

7. Possession

Lessee shall have possession of the demised premises effective as of September 1, 2004.

8. Observance of Laws

The Lessee shall duly obey and comply with all Declarations, By-Laws, covenants, conditions and restrictions, and rules, copies of which have been provided to Lessee and Lessee acknowledges receipt of same, and additionally all regulations, public laws, ordinances, rules, or regulations relating to the use of the leased premises.

9. Improvements/Alterations

a. [INTENTIONALLY DELETED]

b. Lessee shall not install any equipment of any kind that will require any alterations or additions to or the use of the water system, heating system, plumbing system, air conditioning system, or the electrical system without prior written consent of the Lessor. Lessor may correct or remove them and Lessee shall be liable for any and all expenses incurred by Lessor in the performance of this work.

10. Repairs and Maintenance

a) Lessee shall, at its own cost and expense, keep the demised premises in good order and condition. Lessee further agrees and covenants, at its own cost, to maintain the demised premises, including but not limited to, lighting facilities and fixtures, walls, ceilings,

doors. If Lessee fails to make such repairs or replacements promptly after written demand, Lessor may, at its option, make such repairs or replacements without incurring liability for any loss or damages that may accrue to Lessee's property or business by reason thereof, and Lessee shall repay the cost thereof to Lessor on demand as additional rent, with interest at the rate of twenty percent (20%) per annum from the date of commencement of said repairs.

Lessor shall keep the foundations, exterior walls and roof in good repair, as well as the HVAC system, underground pipes and conduits on the property, and the sprinkler system, and elevator system, except that Lessor shall not be required to make any such repairs which become necessary or desirable by reason of the negligence of Lessee, its agents, servants, or employees and in all other respects, the leased premises shall at all times be kept in good order, condition, and repair by Lessee. If the Lessee refuses or neglects to repair promptly and adequately after written demand, Lessor may make the repairs without liability to Lessee for any loss or damage that may accrue to Lessee's stock or business by reason thereof, and if Lessor makes such repairs, Lessee will pay to Lessor, on demand, as additional rent, the cost thereof, with interest at the rate of twenty percent (20%) per annum from the date of commencement of said repairs. The Lessor reserves the right to promulgate reasonable rules and regulations relating to the use of building area, including such limitations as may, in the opinion of the Lessor, be necessary and desirable.

b. At the expiration or termination of the tenancy hereby created, Lessee shall surrender the leased premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to the Lessor at the place then fixed for the payment of rent.

11. Services Provided by Lessor

Except as otherwise provided herein, Lessor, agrees, at its cost, to furnish Lessee, during the term of the Lease:

a) Hot and cold water at those points of supply provided for general use of other tenants in the building;

b) Central heat and air conditioning in season, at such times as Lessor normally furnishes these services to other tenants in the building, and at such temperatures and in such amounts as are considered by Lessor to be standard. Building hours are from 7:00AM-7:00PM Monday through Friday, except legal holidays. The legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

c) Electric current;

d) Routine lighting service for all Common Areas and special areas of the building (other than the demised premises) in the manner and to the extent deemed by Lessor to be standard.

In the event Lessee requests use of heating or air conditioning services beyond the normal building hours of operation, Lessee will be charged for electric at the rate of Thirty-five Dollars (\$35.00) per hour for each hour or partial hour of overtime use.

Failure by Lessor to any extent to furnish these defined services, or any cessation thereof, resulting from causes beyond the control of Lessor, shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee, nor entitle Lessee to an abatement of rent, nor relieve Lessee from fulfillment of any covenant or agreement hereunder. Should any of the equipment or machinery break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom.

Lessee agrees to pay for telephone service, janitorial and trash removal service and all other charges not specifically assumed herein by Lessor. Lessor will provide janitorial and trash removal service.

12. Lessor's Insurance

The Lessor agrees to maintain at its expense, such fire and extended coverage insurance on the building and in such amounts as Lessor shall deem appropriate. Lessee agrees not to do or permit anything to be done, in or about the leased premises, that will in any way impair or invalidate the obligation of any policy of insurance with respect to the leased premises or the building in which the leased premises are situated. Lessee agrees to pay, upon demand, as additional rent, any increase in insurance premiums resulting from the business carried on in the leased premises, even though Lessor has consented to same. If Lessee installs any electrical equipment that overloads the electrical facilities, Lessee agrees to, at its own expense, to make whatever changes are necessary to comply with governmental authorities having jurisdiction. However, no such changes shall be made by Lessee without Lessor's written approval.

13. Lessee's Insurance

a. Lessee agrees that it will indemnify and save Lessor harmless from any and all liabilities, damages, causes of actions, suits, claims, judgments, costs and expenses of any kind (including reasonable attorneys fees): (i) relating to or arising from or in connection with the possession, use, occupation, management, repair, maintenance or control of the demised premises, or any portion thereof; or (ii) resulting from any default, violation or injury to person or property or loss of life sustained in or about the demised premises; or (iii) arising from or in connection with any act or omission of Lessee or Lessee's agents, employees or invitees. To assure such indemnity, Lessee shall carry and keep in full force and effect at all times during the term of this Lease for the protection of Lessor, Sterling Management Group, Inc., (the "Manager"), and Lessee herein, public liability insurance with limits of at least One Million Dollars (\$1,000,000) for each accident and Five Hundred Thousand Dollars (\$500,000) for each separate injury, and property damage insurance in the amount of Fifty Thousand Dollars (\$50,000).

b. Said public liability and property damage insurance policies and any other insurance policies carried by Lessee with respect to the demised premises shall: (i) be issued in form acceptable to the Manager and/or Lessor by good and solvent insurance companies qualified to do business in the State of Virginia and reasonably satisfactory to the Manager and/or Lessor; (ii) be issued in the names of Lessor, the Manager, Lessee, and any other parties

in interest from time to time designated in writing by notice from Lessor to Lessee; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Lessor may carry; and (iv) contain an express waiver of any right of subrogation by the insurance company against Manager or Lessor, if same is available from the insurance company. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Lessee's insurance coverage, shall be deemed to limit or restrict in any way Lessee's liability arising under or out of this Lease. On or before the rent commencement date and before any such insurance policy shall expire, Lessee shall deliver to Lessor or the Manager, certificates of insurance, or certified copies of, or duplicate originals of each such public liability and property damage policy or renewal thereof, as the case may be, together with evidence of payment of all applicable premiums. Any insurance required to be carried hereunder may be carried under a blanket policy covering the demised premises and other locations of Lessee, and if Lessee includes the demised premises in such blanket coverage, Lessee shall deliver to Lessor or the Manager, as aforesaid, a duplicate original or certified copy of such insurance policy or a certificate evidencing such insurance. The public liability and property damage insurance policies required to be carried hereunder by or on behalf of Lessee shall provide that, unless Lessor shall first have been given ten (10) days prior written notice thereof: (i) such insurance policies shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policies; and (iii) no material change may be made in such insurance policies. In the event that Lessee shall fail promptly to furnish any insurance coverage herein required to be procured by Lessee, or shall fail to pay any premium under such policies when due, Lessor, upon three (3) days written notice, at its sole option, shall have the right to pay such delinquent premium on behalf of Lessee, or to obtain such required policy and pay the premium therefor for a period not exceeding one (1) year in each instance, and any premium so paid by Lessor shall be immediately payable by Lessee to Lessor as additional rent hereunder with twenty percent interest (20%) per annum thereon from the date of payment by Lessor.

14. Lessee's Waiver of Claims

Lessee covenants that no claim shall be made against Lessor and/or the Manager by Lessee or any agent or servant of Lessee or by others claiming the right to be in the premises or in said building through or under Lessee, for any injury, loss or damage to person or property occurring upon the premises from any cause other than the gross negligence of Lessor, and Lessee shall and hereby does hold Lessor harmless therefrom.

15. Occupancy Standards

Lessee agrees to comply with and to require its agents, employees, invitees, and visitors to comply with all occupancy standards of the building and the Rules and Regulations set forth in Exhibit B and made a part of this lease. The Lessor or the Manager, shall have the right from time to time to change, amend, or add to such occupancy standards in any reasonable manner deemed advisable by the Lessor for the mutual safety and convenience of all occupants and the cleanliness of the premises and preservation of good order therein. Notice of all such changes and amendments will be sent by Lessor or the Manager to Lessee in writing, and Lessee agrees thereafter to comply therewith.

16. Access to Premises

a. The Lessor reserves for itself and its representatives the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same, making repairs, additions, alterations to the building and exhibiting the leased premises to prospective purchasers with 48 hours notice except that in emergency situations Lessor or its agents shall have full right to enter the demised premises. The exercise by Lessor of any of its rights under this Paragraph shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises.

b. Lessor or the Manager, may within ninety (90) days next preceding the expiration of the term, enter the premises, to place and maintain notices for letting, free from hindrance or control of Lessee, and to show the premises to prospective tenants thereof at times which will not unreasonably interfere with Lessee's business. If Lessee shall vacate the premises during the last month of the term of this lease, Lessor shall have the unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding tenant or for any other purpose whatever, without affecting Lessee's obligation to pay rent for the full term.

17. Mechanic's Liens

Lessee agrees not to permit any mechanic's, materialmen's, or other liens to be fixed or placed against the leased premises and agrees to immediately discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien which is fixed or placed against the building arising from any obligation allegedly owed by Lessee. In the event Lessee does not discharge such lien or liens within ten (10) days after Lessee is requested to do in writing by Lessor then Lessor may discharge such lien or liens. Any such sums of money paid by Lessor and expenses, including reasonable attorneys fees, incurred by Lessor, together with interest thereon at the rate of twenty percent (20%) per annum from the date of any such payment, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the payment of such respective sums and expenses.

18. Eminent Domain

In the event the leased premises are wholly or partially taken by any governmental, quasi-governmental authority or any other person possessing the power of eminent domain pursuant to such power of eminent domain, this Lease shall terminate when title to the leased premises is taken by the condemning authority. Lessee shall have no claim or rights to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation. Upon termination of the Lease because of any such condemnation, Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease.

19. Damage by Fire or Casualty

This Lease is made on condition that, if the premises or any part thereof, or the elevators, hallways, stairways, or other approaches thereto, be damaged or destroyed by fire or other casualty from any cause, so as to render said premises and/or approaches unfit for use and to the nature and extent of the injury to said premises and approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction, Lessor will proceed at its expense and, as expeditiously as may be practicable, to repair the

damage, unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the building, in which event, and at Lessor's sole option, Lessor may terminate this Lease forthwith, by giving Lessee a written notice of its intention to terminate within ninety (90) days after the date of the causality without incurring any liability of damages for loss of business to the Lessee. Notwithstanding the foregoing, any such fire or causality caused by Lessee's negligence shall be Lessee's responsibility.

20. Subordination

Lessee hereby covenants and agrees to subject and subordinate this Lease, upon request of Lessor, to any paramount lease, deed of trust or other financing method that may now or hereafter affect the leased premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof Lessor shall, however, use its best efforts to have included in any paramount lease, deed of trust or other financing arrangements to which this Lease is subordinated, a provision that such subordination shall not adversely effect Lessee's right of use and occupancy hereunder so long as Lessee is not in default under any of the provisions hereof. To effect this subordination and in connection with such financing, Lessee agrees to execute promptly any certificate, assignment of rents or other document that Lessor may request and hereby appoints Lessor its attorney-in-fact to do such things and execute such documents on behalf of Lessee upon Lessee's failure to act promptly when so requested by the Lessor.

21. Assignment of Lease

Lessee will not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit occupancy or use of) the premises, or any part thereof, without obtaining the prior written consent of Lessor which shall not be unreasonable withheld, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effectuated by operation of law or otherwise without the prior written consent of Lessor. The consent by Lessor to any assignment or subletting shall not be construed as a waiver or release of Lessee from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of Lessee of any covenant or obligation contained in this Lease, nor shall any such assignment or subletting be construed to relieve Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting. In the event that Lessee defaults hereunder, Lessee hereby assigns to Lessor the rent due from any subtenants, assignee or any other occupant holding the premises or any portion thereof under the Lessee, and hereby authorizes each such subtenant to pay said rent directly to Lessor. In the event that Lessee desires to sublet all or a portion of the demised premises, at rent rate higher than the Lessee's then current rent rate the Lessor shall be entitled the difference of rent and such subletting shall be after first obtaining the written consent of the Lessor. Lessee agrees to provide Lessor, as and when requested with documentation on sublease rental charges. For purposes of this Paragraph, if Lessee is a partnership or corporation, any change in the ownership thereof that exceeds, during the term of this Lease, forty percent (40%) shall be deemed an assignment of this Lease.

22. Signs

The Lessee agrees not to install, place or cause to be placed any exterior advertising signs or awnings upon the premises, not to place advertising signs or posters on the interior of any

windows. All signs, if any, agreed to by the Lessor shall also conform to all applicable codes and regulations.

23. Rental Commissions

The Lessor recognizes -NONE- as the procuring cause and agent of this Lease, and agrees to pay a commission as stipulated under a separate agreement.

24. Events of Default and Remedies

a. Lessor may terminate this Lease upon ten (10) days written notice to Lessee upon the happening of any one or more of the following events: (i) the institution in a court of competent jurisdiction of proceedings for the reorganization, liquidation or involuntary dissolution of Lessee or any guarantor, or for its adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee or any guarantor, and if said proceedings are not then dismissed, and any receiver, trustee or liquidator appointed therein discharged, thirty (30) days after the institution of said proceedings; (ii) the insolvency of the Lessee or any guarantor or the making by Lessee or any guarantor of an assignment or disposition for the benefit of its creditors; (iii) the levying of a writ of execution or attachment on or against the property of Lessee or any guarantor; (iv) the taking of any action for the voluntary dissolution of Lessee or any guarantor or its consolidation with or merger into another corporation; (v) the failure of Lessee or any guarantor to pay an installment of rent or any other payment, or charge herein provided for when due; and (vi) the violation by Lessee of or its failure to perform or threat to break any covenant or agreement herein contained, if such continues after ten (10) days written notice from Lessor, or, if it cannot be cured within such ten (10) days, if the Lessee does not within such period commence to cure such violation, failure or threat and thereafter diligently complete the same.

b. Upon such termination of this Lease, Lessor may re-enter the leased premises with or without process of law, using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damage or otherwise by reason of re-entry or termination of this Lease nor shall such re-entry or termination waive, bar or any way prejudice any other remedies available to Lessor. Notwithstanding such termination, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term remaining after said termination, and Lessor shall be entitled to recover immediately as liquidated damages an amount equal to the rent for the said balance of the term, less the fair rental value of the leased premises for the said balance of the term, as determined by rental of, or responsible offers to rent the leased premises.

c. In the event of any breach hereunder by Lessee, Lessor may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce Lessor's rights hereunder, the sum or sums paid by Lessor, with interest thereon at the rate of twenty percent (20%) per annum from the date of payment thereof, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the payment of such respective sums or expenses.

d. When this Lease is terminated in accordance with this Paragraph, Lessee will yield up possession to Lessor on the date of termination, and failing so to do, will pay as liquidated damages for each day possession is withheld, an amount equal to double the amount of the daily base rent, computed on a thirty (30) day month basis.

e. In order to secure the performance of Lessee's obligation under this Lease, Lessee hereby grants to Lessor, in addition to any statutory lien available to Lessor, a lien on all furniture, furnishings, equipment, fixtures, merchandise and other personal property placed on the leased premises by Lessee. Lessee hereby specifically waives any and all exemptions allowed by law; and such lien may be enforced on the nonpayment of any installment of rent by the taking and selling of such property, in the same manner as in the case of chattel mortgages on default thereunder; said sale to be made upon ten (10) days notice served upon the Lessee by posting upon the premises or by leaving same at the place of residence of Lessee's principal(s); or such lien may be enforced in any other lawful manner at the option of the Lessor.

f. All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. Any Base Rent, additional rent or other payment or charge herein provided for may be recovered by the Lessor from the Lessee by distress action or by any legal process as may at the time be in operation and force in like cases relating to proceedings between landlords and tenants.

25. Storage of Lessee's Property

If on termination of this Lease, by expiration or otherwise, or on abandonment of the leased premises, Lessee shall fail to remove any of Lessee's property from the leased premises, Lessee hereby authorizes Lessor, at Lessor's option, to cause such property to be removed and placed in storage or on such termination, to sell such property at public or private sale, within ten (10) days notice, and to apply the proceeds thereof, after payment of all expenses of removal, storage or sale, to the indebtedness, if any, of the Lessee to Lessor, the surplus, if any, to be paid to Lessee upon demand. Lessor shall in no event be responsible for the value, accounting, preservation or safekeeping of such property. Lessor's inventory of abandoned or stored property shall be final and incontestable. Lessee shall pay to the Lessor upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Lessor's possession or under the Lessor's control.

26. Lessee Holding Over

If Lessee shall not immediately surrender the demised premises on the day after the end of the term hereby created, the Lessee shall, by virtue of this Agreement, become a Lessee by the month at twice the rental agreed by said Lessee to be paid as aforesaid, commencing said monthly tenancy with the first day next after the end of the term above demised; and said Lessee as a monthly tenant, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. Each party hereto shall give to the other at least thirty (30) days written notice to quit the demised premises, except in the event of non-payment of rent in advance or of the other additional rents provided in which event Lessee shall not be entitled to any notice to quit, the usual thirty (30) days notice to quit being expressly waived; provided, however, that in the event that Lessee shall hold over after the expiration of

the term aforesaid, then at any time prior to the acceptance of the rent by Lessor from Lessee, as monthly Lessee hereunder, Lessor, at its election or option, may re-enter and take possession of the demised premises forthwith, without process, or by any legal action or process in force in the State of Virginia.

27. Rights Reserved by Lessor

Lessor shall have the following rights, exercisable without notice and without liability to Lessee for damage or injury to property, person or business and without effecting in eviction, constructive or actual, or disturbance of Lessee's use or possession or giving rise to any claim for set-off or abatement of rent:

- a. To change the building's name or address;
- b. To install, affix and maintain any and all signs on the exterior of the building;
- c. To designate and/or approve, disapprove, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and control the design and location of all internal lighting that may be visible from the exterior of the building;
- d. To retain at all times, and to use in appropriate instances, keys to all doors within and into the leased premises; and
- e. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the building, or any part thereof, for the Lessee, if need be, and for such purposes to enter upon the leased premises, and, during the continuance of any of said work, to temporarily close doors, entry-ways, public space and corridors in the building and to interrupt or temporarily suspend building services and facilities, all without abatement of rent or affecting any of Lessee's obligations hereunder, so long as the leased premises are reasonably accessible.

Lessor, at Lessor's expense, has the right to relocate Lessee to equal or greater space in the building.

28. Notice and Demands

Any notice or demand required or permitted under this Lease, shall be in writing and shall be sent by registered or certified mail to Lessee at the address of the leased premises and to Lessor at the address then fixed for the payment of rent, and either party may, by like notice at any time and from time to time, designate a different address to which notice shall be sent. Notice given in accordance with these provisions shall be deemed given when mailed or faxed.

29. General

- a) Nothing contained in this lease shall be deemed or construed by the parties hereto or any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee other than the relationship of landlord and tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to either

corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Virginia shall govern the validity, performance and enforcement of this Lease.

b) This Lease contains the entire agreement between the parties with respect to the subject matter hereof and each party acknowledges that it did not, in entering into this Lease, rely upon any representation or promises made by or on behalf of the other except as expressly set forth herein.

c) In the event that the Lessee is a corporation or a partnership, or any other business association aside from an individual, the Lessor may, at its option, require that the principals of the said corporation, partnership or business association, and their spouses, personally guarantee the performance of the said corporation, partnership or other business association under this Lease Agreement. In the event that the Lessor exercised its option under this Paragraph, the principals of the corporation, partnership or other business association shall within five (5) days cause their signatures and the signatures of their spouses to be affixed to an appropriate guarantee agreement, and said agreement shall be delivered within five (5) days to the Lessor at the address as designated by Lessor.

30. Successors and Assigns

The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

31. No Option

The submission of this Lease for examination does not constitute a reservation of or option for the demised premises except as expressly set forth herein, and this Lease becomes effective only upon execution and delivery thereof by Lessor.

32. Quiet Enjoyment

Lessor covenants and agrees with Lessee that upon Lessee paying the rent and additional rent and observing and performing all the terms, covenants and conditions, Lessee may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease, and to the mortgages and deeds of trust hereinbefore mentioned.

33. Waiver of Trial by Jury

Lessor and Lessee each agree to and they hereby do waive trial by jury in any action, proceeding or counterclaim 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 Lessor and Lessee, Lessee's use or occupancy of said premises and /or any claim of injury or damage, and any statutory remedy.

34. Governing Law

This Lease shall be construed and governed by the laws of the State of Virginia. Should any provision of this Lease and/or its conditions be illegal or not enforceable under the laws of the said state, such provisions shall be considered severable, and the remaining portions of this Lease and its conditions shall remain in full force and effect and be binding upon the parties as

though such provisions had never been included.

WITNESS/ATTEST:

HERITAGE EDUCATION TRUST, INC.

LESSOR:

By: Sterling Management Group, Inc., Manager

Signature /Date:

Signature /Date:

By: _____
Please Print Name

By: Muhammad Ashraf, Vice President
Please Print Name & Title

WITNESS/ATTEST:

CAIR Maryland & Virginia

LESSEE:

Signature /Date:

Signature /Date:

By: _____
Please Print Name

By: Rizwan Jaka, President
Please Print Name & Title

EXHIBIT "B"
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or other parts of the Building not occupied by Lessee shall not be obstructed or encumbered by any Lessee or used for any purpose other than ingress and egress to and from the demised premises. Lessor shall have the right to control and operate the public portions of the Building, and the facilities furnished for the common use of the Lessees, in such manner as Lessor deems best for the benefit of the demised premises of persons in such numbers or under such conditions as to not interfere with the use and enjoyment by other Lessees of the entrances, corridors, elevators and other public parts or facilities of the Building.
2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of the Lessor. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without the prior written consent of the Lessor. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in a manner approved by the Lessor.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Lessee on any part of the outside or inside of the demised premises or building without the prior written consent of the Lessor. In the event of the violation of the foregoing by any tenant, Lessor may remove same without any liability and may charge the expense incurred by such removal to the tenant or tenants violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each tenant by the Lessor at the expense of such Lessee, and shall be of a size, color and style acceptable to the Lessor.
4. No show cases or other articles shall be out in front of or affixed to any part of the exterior of the building, nor placed in the halls, corridors, or vestibules without the prior written consent of the Lessor.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed; and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuses of the fixtures shall be borne by Lessee who solely controls, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
6. There shall be no marking, painting, drilling into or in any way defacing any part of the demised premises or the Building. No boring, cutting or stringing of wires shall be permitted. Lessee shall not construct, maintain, use or operate within the demised premises or elsewhere within or on the outside of the building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system.
7. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into or kept in or about the premises, and no cooking shall be done or permitted by any tenant on said premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the demised premises.
8. Space in the building shall not be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods or property of any kind at auction, except for minor assembly, repair and selling activities.

9. No tenant shall make, or permit to be made, any unseemingly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises of those having business with them whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs.

10. No inflammable, combustible or explosive fluid, chemical or substance shall be brought into or kept upon the demised premises.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant nor shall any changes be made in existing locks or the mechanism thereof. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Each tenant shall, upon the termination of his tenancy, restore to Lessor all keys of building, stores, offices, storage, and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys, so furnished, such tenant shall pay to the Lessor the cost thereof.

12. All removals or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which the Lessor or its Agent may determine from time to time. The Lessor reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

13. Any person employed by any tenant to do janitor work within the demised premises must obtain Lessor's consent and such person shall, while in the Building and outside of said demised premises, comply with all instructions issued by the Lessor or the Lessor's Building Manager. No tenant shall engage or pay any employees on the demised premises, except those actually working for such tenant on said premises.

14. INTENTIONALLY DELETED

15. Lessor shall have the right to prohibit any advertising by any tenant which, in Lessor's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Lessor, tenant shall refrain from or discontinue such advertising.

16. The Lessor reserves the right to exclude from the building at all times any person who is not known or does not properly identify himself to the Building Management or security personnel. Each tenant shall be responsible for all persons for whom he authorizes entry into or exit out of the building, and shall be liable to the Lessor for all acts of such person.

17. The premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

18. Each tenant, before closing and leaving the demised premises at any time, shall see that all windows are closed and all lights turned off.

19. The requirements of tenants will be attended to only upon application to the Lessor's Building Manager. Employees shall not perform any work or do anything outside of the regular duties, unless under special instruction from the Lessor's Building Manager.

20. Canvassing, soliciting and peddling in the building are prohibited and each tenant shall cooperate to prevent the same.

21. No water cooler, plumbing or electrical fixtures shall be installed by the Lessee.

22. There shall not be used in any space, or in the public halls, of the Building, either by any Lessee or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
23. Mats, trash, or other objects shall not be placed in the public corridors.
24. The Lessor does not maintain or clean suite finishes which are non-standard: such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for repairs arise, the Lessor will arrange for the work to be done at the Lessee's expense.
25. Drapes installed by the Lessee for their use which are visible from the exterior of the building must be approved by Lessor in writing and be cleaned by the Lessee.
26. The Lessee will furnish and install light bulbs for the building standard florescent or incandescent fixtures only and for special fixtures the Lessee will stock his own bulbs.
27. Violation of these rules and regulations, or any amendments thereto, shall be sufficient cause for termination of this Lease at the option of the Lessor.
28. The Lessor may, upon request by any tenant waive the compliance of such tenant of any of the foregoing rules and regulations, provided that (i) no waiver shall be effective unless signed by Lessor or Lessor's authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to by Lessor, and (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the foregoing rules and regulations unless such other Lessee has received a similar waiver in writing from Lessor.

SANDLER, REIFF & YOUNG, P.C.

50 E STREET, S.E., SUITE 300
WASHINGTON, DC 20003

JOSEPH E. SANDLER
sandler@sandlerreiff.com
NEIL P. REIFF
reiff@sandlerreiff.com

TELEPHONE: (202) 479-1111
FACSIMILE: (202) 479-1115

COUNSEL:
JOHN HARDIN YOUNG
young@sandlerreiff.com

June 16, 2006

Via Facsimile and UPS
Internal Revenue Service
TE/GE Division
550 Main Street, Federal Building
Cincinnati, OH 45202
Attn: Nancy Stuerenberg
Room 4504, Group 7830

INTERNAL REVENUE SERVICE
CINCINNATI, OHIO

JUN 21 2006

RECEIVED
TEGE DIVISION

RE: Council on American-Islamic Relations-Maryland, Inc.
EIN 04-3617757

Dear Ms. Stuerenberg:

On behalf of our client, Council on American-Islamic Relations -- Maryland, Inc. ("CAIR-MD"), this will respond to the question raised during our phone conversation on June 8, 2006, concerning the application of CAIR-MD, on Form 1023, for recognition of tax-exempt status under section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code").

1) Please find enclosed page 11 of Form 1023, which has been amended and corrected.

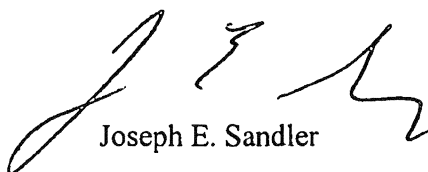
2) Part X of Public Charity Status Line 6 b(i)(b) requires the applicant to attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount, \$7,419.00.

Below is an itemized listing of such gifts.

Name	FY 2003	FY 2004	FY 2005	Total
Dr. Mohammad Naji 29 Dream View Ct. Vienna, VA 22182	\$5,000.00	\$ -	\$ -	\$ 5,000.00
CAIR National 50 E Street, SE Washington, DC 20003	\$ -	\$30,707.00	\$11,600.00	\$42,307.00
Mohammed Warshann 405 Frederick Road Cantonsville, MD 21228	\$ -	\$ 7,000.00	\$12,000.00	\$19,000.00
Muhammad Haneef 15055 Cedar Brook Place Hughesville, MD 20637	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Mohammed Desai 710 Lake Varuna Mews Gaithersburg, MD 20878	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Mohammed Mohiuddin 5511 Shook Town Rd. Frederick, MD 21702	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00

If you have any questions concerning the above or need any additional information, please contact the undersigned. Thank you for your time and attention to this application.

Sincerely,



Joseph E. Sandler

SANDLER, REIFF & YOUNG, P.C.

50 E ST, S.E., SUITE 300
WASHINGTON, D.C. 20003

TELEPHONE: (202) 479-1111**FACSIMILE:** (202) 479-1115**FACSIMILE****TO:** Nancy Stuerenberg**FROM:** Joseph Sandler**FAX:** (513) 263-4540**PAGE:** 3 incl. cover**PHONE:** (513) 263-3724**DATE:** 6/22/2006**RE:** CAIR - Maryland**CC:**

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please feel free to contact my assistant Yul-mi Cho if you should experience any difficulty receiving this document.

Thank you.

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If the reader of this message is not the intended recipient or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. Thank you.

SANDLER, REIFF & YOUNG, P.C.

50 E STREET, S.E., SUITE 300

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reiff@sandlerreiff.com

TELEPHONE: (202) 479-1111

FACSIMILE: (202) 479-1115

COUNSEL:

JOHN HARDIN YOUNG
young@sandlerreiff.com

June 21, 2006

Via Facsimile and UPS
Internal Revenue Service
TE/GE Division
550 Main Street, Federal Building
Cincinnati, OH 45202
Attn: Nancy Stuerenberg
Room 4504, Group 7830

RE: Council on American-Islamic Relations-Maryland, Inc.
EIN 04-3617757

Dear Ms. Stuerenberg:

On behalf of our client, Council on American-Islamic Relations – Maryland, Inc. ("CAIR-MD"), this will respond to the question raised during our phone conversation on June 19, 2006, concerning the application of CAIR-MD, on Form 1023, for recognition of tax-exempt status under section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code").

Part X of Public Charity Status Line 6 b(i)(b) requires the applicant to attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount, \$7,419.00.

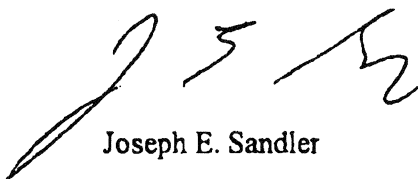
Below is an itemized listing of such gifts.

Name	FY 2003	FY 2004	FY 2005	Total
Dr. Mohammad Naji 29 Dream View Ct. Vienna, VA 22182	\$5,000.00	\$5,000.00	\$ 6,000.00	\$16,000.00
CAIR National 50 E Street, SE Washington, DC 20003		\$30,707.00	\$11,600.00	\$42,307.00
Mohammed Warshann 405 Frederick Road Cantonsville, MD 21228		\$7,000.00	\$12,000.00	\$19,000.00
Loay Oweis 585 Grove Street Herdon, VA 20170		\$2,919.00	\$9,004.00	\$11,923.00

Our previous response, dated June 16, 2006, contained mistakes in the itemized listing of the gifts due to our client attaching the incorrect spreadsheet in transmission to us. The information on schedule B of our client's IRS Forms 990 is all correct and no amended return will be filed. Above itemized listing should replace our response dated June 16, 2006. We apologize for inadvertently providing incorrect information in our previous letter to you dated June 16, 2006.

If you have any questions concerning the above or need any additional information, please contact the undersigned. Thank you for your time and attention to this application.

Sincerely,

A handwritten signature in black ink, appearing to read 'J E Sandler', is written over the printed name.

Joseph E. Sandler