

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is entered into this 23 day of January, 2013 by and between Washington Real Estate Investment Trust ("Landlord") and Montgomery County, Maryland ("County"). (The Landlord and the County may be collectively referred to under this First Amendment as the "Parties").

RECITALS:

WHEREAS, the Parties entered into a Lease Agreement dated July 16, 2007 ("Lease") whereby County leased certain Leased Premises known as Suite 300 deemed to contain approximately 9,669 square feet of gross leasable area (said Leased Premises being hereinafter called the "Leased Premises"); and

WHEREAS, the Lease expires on November 30, 2012; and

WHEREAS, County desires to extend the Term of the Lease for five (5) years and two (2) months and Landlord is willing to extend the Term of the Lease for such period which shall be called the "First Extended Term"; and

WHEREAS, the Parties desire to amend the Lease to correct the rentable square footage of the Leased Premises from 9,669 to 10,342 rentable square feet; and

WHEREAS, the Lease and this First Amendment shall all hereinafter be collectively referred to as the "Lease".

WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows.

1. Recitals Incorporated. The recitals contained above are true to the best of the Parties' knowledge and are incorporated by reference herein.

2. Defined Terms. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.

3. Effective Date. This First Amendment shall be effective as of December 1, 2012 (the "Effective Date").

4. Term. The first extended term shall be for five (5) years and two (2) months ("First Extended Term"). The First Extended Term shall commence on December 1, 2012 ("First Extended Commencement Date") and shall expire on January 31, 2018 ("First Extended Expiration Date"). The First Extended Term and the original Term may be collectively referred to in the Lease as "Term".

5. Leased Premises. Commencing on the First Extended Commencement Date, the Leased Premises shall consist of 10,342 rentable square feet as measured in accordance with the Building Owners and Managers Association International Standard Method for Measuring Floor Area in Office Buildings 'ANSI/BOMA Z65.1-1996, on the third floor of the building located at 51 Monroe Street, Rockville, Maryland 20850 ("Building") which space is hereinafter referred to as the "Leased Premises".

6. Rent. County agrees to pay during the First Extended Term hereof a minimum annual rent in accordance with the schedule below, payable without deduction, set off, abatement, demand or counterclaim (hereinafter called "Rent"). Notwithstanding anything to the contrary in the Lease and provided that the County is not in default of the terms of the Lease beyond any applicable notice and

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cure period, Rent shall be abated commencing on the First Extended Commencement Date through and including January 31, 2013.

PERIOD	ANNUALLY	MONTHLY
2/1/13- 11/30/13	\$263,721.00	\$21,976.75
12/1/13- 11/30/14	\$271,632.63	\$22,636.05
12/1/14- 11/30/15	\$279,781.61	\$23,315.14
12/1/15- 11/30/16	\$288,175.06	\$24,014.59
12/1/16- 11/30/17	\$296,820.31	\$24,735.03
12/1/17- 1/31/18	\$305,724.92	\$25,477.08

7. County's Proportionate Share. Commencing on the First Extended Commencement Date, County's proportionate share of real estate taxes, Operating Expenses and Utility Expenses shall be Four and 90/100 percent (4.90%) in accordance with Paragraphs 5, 36 and 37 of the Lease.

8. Real Estate Taxes. On the Effective Date, Paragraph 5 of the Lease is hereby deleted in its entirety and the following substituted in lieu thereof:

Real Estate Taxes. County shall pay to Landlord as additional rent Four and 90/100 percent (4.90%) (being the stipulated proportion which the rentable area of the Leased Premises bears to the total rentable area of the Building) of the increase in real estate taxes (including special assessments, if any, and any other taxes now or hereafter imposed which are in the nature of or in substitution for real estate taxes) levied on the Building and the land (the "Land") on which the Building is situated over the "Base Real Estate Taxes." In the event the rentable area of the Building is increased or decreased, the County's proportionate share will be recalculated and adjusted. County's proportionate share of real estate taxes shall be the percentage set forth above, except as follows: If any space in the Building is leased to a tenant who creates an exemption from real estate taxes so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of real estate taxes. For purposes hereof, the Base Real Estate Taxes are stipulated to be the amount of real estate taxes actually incurred by Landlord with respect to the Building and the Land during calendar year 2013.

(a) In the event that the actual real estate taxes for any calendar year during the Term exceed the Base Real Estate Taxes set out above, commencing on January 1, 2014 and thereafter, County shall pay its proportionate share of the increase in the real estate taxes for such year over the Base Real Estate Taxes. Any increase payable by County under this provision shall be deemed additional rent.

(b) Prior to each January 1st during the Term, Landlord shall provide County a comparison of the Base Real Estate Taxes and the projected real estate taxes for the coming year. Commencing each January 1st during the Term, County shall pay

monthly as additional rent, one-twelfth (1/12th) of County's proportionate share of any projected increase in the annual real estate taxes over the Base Real Estate Taxes. Landlord will, within one hundred twenty (120) days (or as soon thereafter as possible) after the close of each calendar year, provide County a statement of such year's actual real estate taxes, showing the actual increase, if any, in the real estate taxes over the Base Real Estate Taxes. However, Landlord's failure to provide any statement within the time specified shall in no way excuse County from its obligation to pay its proportionate share or constitute a waiver of Landlord's right to bill and collect such proportionate share. Within fifteen (15) days after County's receipt of said statement, County shall pay Landlord County's proportionate share of the excess, if any, of actual real estate taxes over the projected real estate taxes. If the amount paid by County during the previous year exceeded County's share of actual real estate taxes for the year, the excess shall be credited towards any amounts then due Landlord or accruing thereafter and if no amounts are due Landlord or will accrue thereafter, then such excess shall be refunded to County.

(c) Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of real estate taxes shall be added to and included in the annual statement of real estate taxes. Real estate taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of County under this Section; provided, however, that in the event that County shall have paid any amount of additional rent pursuant to this Paragraph 5 and Landlord shall thereafter receive a refund of any portion of the real estate taxes on which such payment was based, Landlord shall pay to County its proportionate share of such refund less any costs incurred in obtaining same. Landlord shall have no obligation to contest, object to, or litigate the levying or imposition of any real estate taxes and may settle, compromise, consent to, waive, or otherwise determine in its discretion any real estate taxes without consent or approval of County."

9. Operating Expenses. On the Effective Date, the following language shall be added as Paragraph 36 of the Lease:

"Operating Expenses: County shall pay to Landlord as additional rent Four and 90/100 percent (4.90%) (being the stipulated proportion which the rentable area of the Leased Premises bears to the total rentable office area of the Building) of the increase in Operating Expenses during the Term over Initial Operating Expenses. In the event the gross rentable area of the Building is increased or decreased, then County's Operating Expenses percentage shall be recalculated and adjusted. County's proportionate share of Operating Expenses shall be the percentage set forth above, except as follows: If any space in the Building is leased to a tenant who is separately responsible for paying the cost of a service that would otherwise be included in Operating Expenses, the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of the balance of the cost of such services. Additionally, if any space in the Building is leased to a tenant who creates an exemption from any category of Operating Expenses so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of such category of Operating Expenses.

(a) "Operating Expenses," as that term is used herein, shall mean all expenses, costs and disbursements (but not replacement of capital investment items or specific costs billed to and paid by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, maintenance, repair and operation of the Building (for purposes of this Paragraph 36, the Building shall include the Land) including, but not limited to, the following (including appropriate reserves):

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(i) Cost of wages and salaries of all employees engaged in the operation and maintenance of the Building, including taxes, insurance and benefits;

(ii) cost of all supplies and materials used in the operation, maintenance and repair of the Building;

(iii) cost of landscaping, gardening, paving, resurfacing, line painting, striping, lighting, snow removal, sanitary control; and maintaining, repairing, replacing or relocating any site utilities;

(iv) cost of all maintenance and service agreements for the Building and the equipment used therein including, but not limited to, HVAC, access control and energy management services, security, window cleaning, elevator, trash and rubbish removal, and janitorial and cleaning service;

(v) cost of insurance relating to the Building, including, but not limited to, the cost of casualty and liability insurance applicable to the Building and Landlord's personal property used in connection therewith;

(vi) cost of repairs and general maintenance (excluding repairs and general maintenance directly paid for by the proceeds of insurance, or by County or third parties);

(vii) cost of management fee of three percent (3%) of the gross revenues of the Building;

(viii) cost of any additional service provided by Landlord in the prudent management of the Building including any service not provided at the Lease Commencement date but thereafter provided by Landlord;

(ix) cost of audit and accounting services; and

(x) cost of any capital improvements made to the Building after the First Extended Commencement Date that, in Landlord's reasonable judgment are intended to reduce other operating expenses or are required under any governmental law or regulation, such cost thereof to be amortized over such reasonable period as Landlord shall determine.

(b) Operating Expenses shall not include the following:

(i) costs of capital improvements other than as set forth in clause (x) above;

(ii) ground rent and interest on and amortization of mortgages;

(iii) Landlord's income, excise or franchise taxes;

(iv) salaries of Landlord's employees not engaged in the operation, management, maintenance or repair of the Building;

(v) legal fees incurred in connection with the leasing of the Building or in connection with disputes with other tenants relating to the collection of rent and similar matters not benefiting the tenants of the Building generally; and

(vi) leasing commissions, advertising expenses and other such expenses incurred in leasing or marketing the space within the Building.

(c) Operating Expenses for each calendar year shall be those actually incurred, provided however, that (i) if the Building was not at least ninety-five percent (95%) occupied during the entire calendar year, the Operating Expenses shall be adjusted to project the Operating Expenses as if the Building were ninety-five percent (95%) occupied, and (ii) Landlord shall bear the percentage of Operating Expenses allocable to unleased, leasable space within the Building.

(d) For purposes hereof, the Initial Operating Expenses are stipulated to be the amount of Operating Expenses actually incurred by Landlord during calendar year 2013.

(e) In the event that the actual Operating Expenses for any calendar year during the Term exceed the Initial Operating Expenses set out above, commencing on January 1, 2014 and thereafter, County shall pay its proportionate share of the increase in Operating Expenses for such year over the Initial Operating Expenses. Any increase payable by County under this provision shall be deemed additional rent.

(f) Prior to each January 1st during the Term, Landlord shall provide County a comparison of the Initial Operating Expenses and the projected Operating Expenses for the coming year. Commencing each January 1st during the Term, County shall pay monthly as additional rent, one twelfth (1/12th) of County's proportionate share of any projected increase in the Operating Expenses over the Initial Operating Expenses. Landlord will, within one hundred twenty (120) days (or as soon thereafter as possible) after the close of each calendar year, provide County a statement of such year's actual Operating Expenses, showing the actual increase, if any, in Operating Expenses over the Initial Operating Expenses. However, Landlord's failure to provide any statement within the time specified shall in no way excuse County from its obligation to pay its proportionate share or constitute a waiver of Landlord's right to bill and collect such proportionate share. Within fifteen (15) days after County's receipt of said statement, County shall pay Landlord, County's proportionate share of the excess, if any, of actual Operating Expenses over the projected Operating Expenses. If the amount paid by County during the previous year exceeded County's share of actual Operating Expenses for the year, the excess shall be credited towards any amounts then due Landlord or accruing thereafter, and if no amounts are due Landlord or will accrue thereafter, then such excess shall be refunded to County."

10. Utility Expenses. As of the Effective Date, the following shall be added as Paragraph 37 of the Lease:

Utility Expenses. County shall pay to Landlord as additional rent Four and 90/100 percent (4.90%) (being the stipulated proportion which the rentable area of the Leased Premises bears to the total rentable office area of the Building) of the increase in Utility Expenses during the Term over the Initial Utility Expenses. In the event the gross rentable area of the Building is increased or decreased, then County's Utility Expenses percentage shall be recalculated and adjusted. County's proportionate share of Utility Expenses shall be the percentage set forth above, except as follows: If any space in the Building is leased to a tenant who creates an exemption from any category of Utility Expenses so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of such category of Utility Expenses.

(a) "Utility Expenses," as that term is used herein, shall mean the cost of all utilities (including surcharges) including, but not limited to, gas, water, sewer, electricity, heating, lighting, air conditioning and ventilating for the Building and the Land, but excluding electricity separately paid for by individual tenants.

(b) Utility Expenses for each calendar year shall be those actually incurred, provided however, that (i) if the Building was not at least ninety-five percent (95%) occupied during the entire calendar year, the Utility Expenses shall be adjusted to project the Utility Expenses as if the Building were ninety-five percent (95%) occupied, and (ii) Landlord shall bear the percentage of Utility Expenses allocable to unleased, leasable space within the Building.

(c) For purposes hereof, the Initial Utility Expenses are stipulated to be the amount of Utility Expenses actually incurred by Landlord during calendar year 2013.

(d) In the event that the actual Utility Expenses for any calendar year during the Term exceed the Initial Utility Expenses set out above, commencing on January 1, 2014 and thereafter, County shall pay its proportionate share of the increase in Utility

Expenses for such year over the Initial Utility Expenses. Any increase payable by County under this provision shall be deemed additional rent.

(e) Prior to each January 1st during the Term, Landlord shall provide County a comparison of the Initial Utility Expenses and the projected Utility Expenses for the coming year. Commencing each January 1st during the Term, County shall pay monthly as additional rent, one twelfth (1/12th) of County's proportionate share of any projected increase in the Utility Expenses over the Initial Utility Expenses. Landlord will, within one hundred twenty (120) days (or as soon thereafter as possible) after the close of each calendar year, provide County a statement of such year's actual Utility Expenses, showing the actual increase, if any, in Utility Expenses over the Initial Utility Expenses. However, Landlord's failure to provide any statement within the time specified shall in no way excuse County from its obligation to pay its proportionate share or constitute a waiver of Landlord's right to bill and collect such proportionate share. Within fifteen (15) days after County's receipt of said statement, County shall pay Landlord, County's proportionate share of the excess, if any, of actual Utility Expenses over the projected Utility Expenses. If the amount paid by County during the previous year exceeded County's share of actual Utility Expenses for the year, the excess shall be credited towards any amounts then due Landlord or accruing thereafter, and if no amounts are due Landlord or will accrue thereafter, then such excess shall be refunded to County."

11. County Right to Audit. As of the Effective Date, the following shall be added as Paragraph 38 of the Lease:

"Provided that County has made all payments that have been invoiced by Landlord and is not otherwise in default beyond the expiration of any applicable notice and cure period, County shall have the right to audit the books and records and computations of Landlord relative to Landlord's Common Area Maintenance Costs, Taxes, Utilities or Insurance provided: (i) County gives Landlord thirty (30) days' prior written notice of its intent to audit, (ii) the audit occurs during Landlord's normal business hours and in Landlord's principal offices, (iii) County may only audit said records and books once during each Lease Year, (iv) County may only conduct the audit of a Lease Year's books and records within six (6) months after receipt of a final statement for the item in question for such Lease Year, (v) the auditor shall not be compensated on a contingency basis, and (vi) County provides Landlord with a copy of the auditor's report, and (vii) the auditor agrees to execute a confidentiality agreement with respect to such audit. All of the information obtained through said audit as well as any compromise, settlement, or adjustment reached between Landlord and County relative to the results of the audit shall be held in strict confidence by County and County's officers, agents and employees and shall not be revealed in any manner to any person except upon the written consent of Landlord or if required pursuant to any litigation between Landlord and County materially related to the facts disclosed by such audit, or if otherwise required by law. Landlord shall have all rights allowed by law or equity if County, its officers, agents, or employees and/or auditor violate the terms of this provision, including without limitation, the right to terminate this Lease or the right to terminate County's right to audit in the future pursuant to this section."

12. Landlord's Work. The Leased Premises are delivered AS-IS. Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes in or to the Leased Premises except as set forth in Exhibits A-1 and B-1 attached hereto and incorporated herein by reference ("Landlord's Work"). As of the First Extended Commencement Date, the cost of Landlord's Work is estimated to be Six and 0/100 Dollars (\$6.00) per rentable square feet of the Leased Premises. From the Effective Date, the County has twelve (12) months to provide written notice to the Landlord to authorize the commencement of Landlord's Work. If the County does not notify the Landlord within this twelve (12) month period, Landlord shall thereafter be released of any and all obligations to perform Landlord's Work.

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13. Non-Appropriation. As of the Effective Date, Paragraph 26 of the Lease shall be deleted in its entirety and the following language substituted in lieu thereof:

“Landlord acknowledges that the County has appropriated funds only for payment of rent for the first year of the term of this Lease. Landlord further acknowledges and agrees that the County’s obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the County. The term County, as used herein, includes the County Executive, the County Council, and all County employees and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the County’s budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim against the County for unpaid rent or other damages which occur after the date of non-appropriation, if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County to appropriate funds. Landlord does not waive any claims which arise from the County’s performance of its obligations under the Lease prior to the date of non-appropriation.

If the County, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

The County’s fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County’s budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The County shall give the Landlord notice, in writing, seven (7) business days after the County makes a final decision not to appropriate funds sufficient for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay rent and will state the date by which the County will vacate the Leased Premises. If this Lease is terminated under this section, the Landlord, in addition to waiving all claims for any damages, shall not be entitled to reimbursement of any kind, whether for the cost of unamortized build-out, fit, finishes, or for rent abatement, or other expenses incurred by Landlord under this Lease.”

14. Broker. Landlord and County each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this First Amendment. Landlord shall indemnify and hold County harmless, and County shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

15. OFAC Certification. County certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. County agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification, subject to damages limitations set forth in County Indemnification Statutes (as defined in Article 9.F of the Lease) if enforceable with respect to an OFAC breach or violation.

16. Notices. The Lease is hereby amended to reflect that all notices required hereunder by either party to the other shall be sent by recognized overnight courier with receipt therefor (such as Federal Express) or by certified mail. Notices to Landlord shall hereafter be sent to Washington Real Estate

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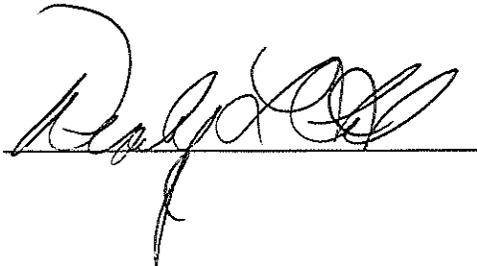
Investment Trust ("WRIT"), 6110 Executive Boulevard, Suite 800, Rockville Maryland 20852, Attention: Asset Manager. Notices to County shall be sent to Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, with a copy that does not constitute a notice to Office of the County Attorney for Montgomery County, Maryland, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850, Attention: County Attorney. County hereby elects domicile at the Leased Premises for the purpose of all notices, writs of summons, or other legal documents, or process, in suit, action, or proceeding which Landlord may undertake under this Lease.

17. Amendment. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

18. Binding Effect. This agreement will not be binding upon any party until this document has been executed by all Parties thereto.

IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this First Amendment under seal on the date first above written.

Witness/Attest:

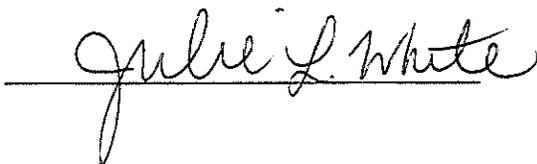


LANDLORD:
WASHINGTON REAL ESTATE
INVESTMENT TRUST

By:  (Seal)
(Signature Here)

Name: George F. McKenzie
Title: President and Chief
Executive Officer

Witness/Attest:



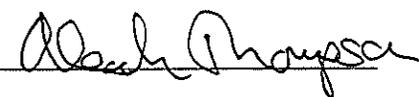
COUNTY:
MONTGOMERY COUNTY

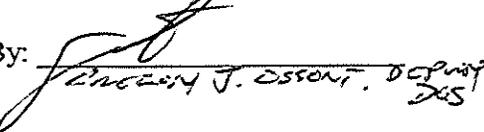
By:  (Seal)
(Signature Here)

Name: Ramona Bell-Pearson
Title: Asst. Chief Administrative Officer
Fed Tax ID Number: 52-6000980

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

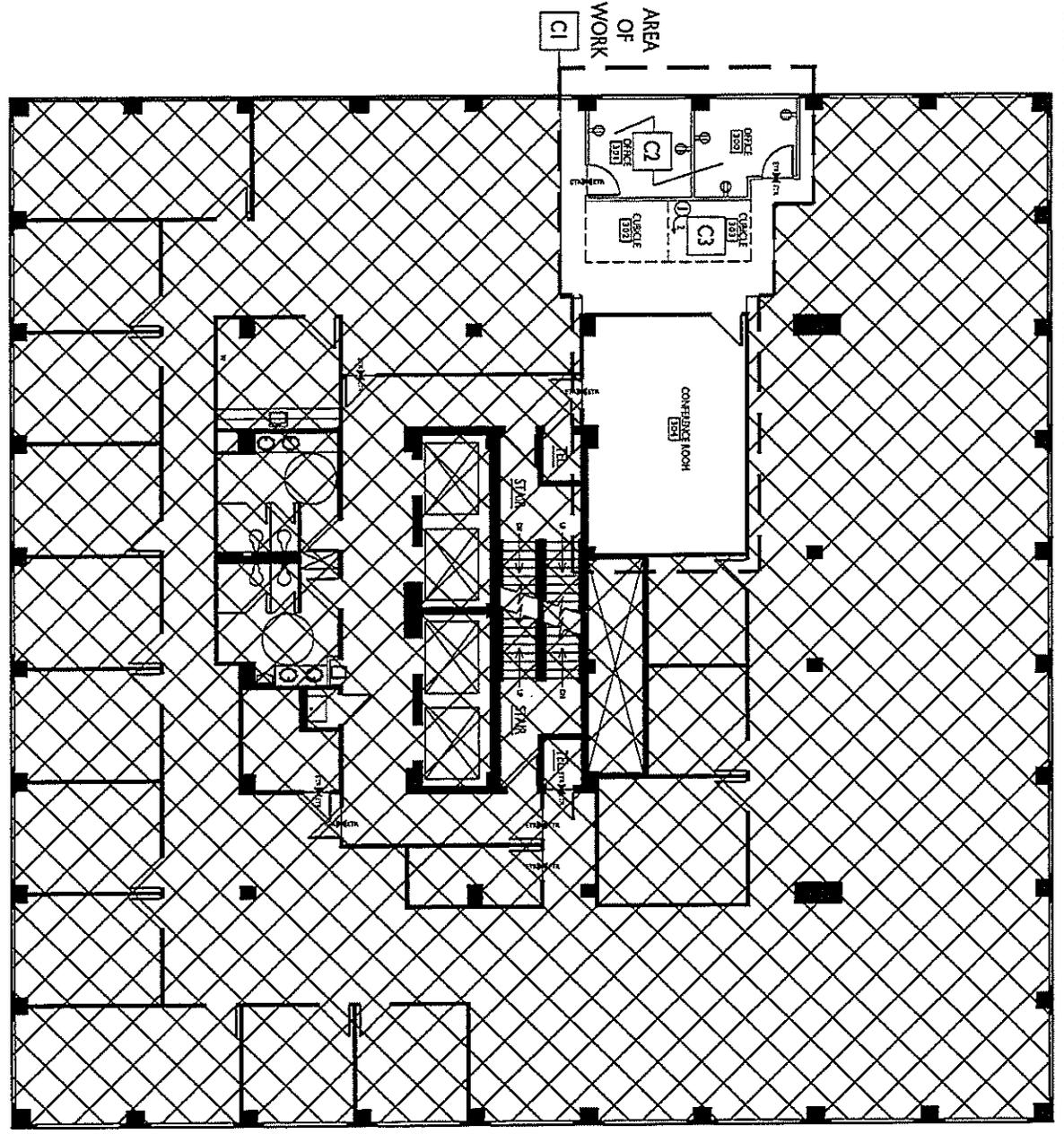
By: 

By:  DEPUTY
SAS

Date: 12/17/12

Date: 12-13-2012

EXHIBIT A - FLOOR PLAN - NEW WORK

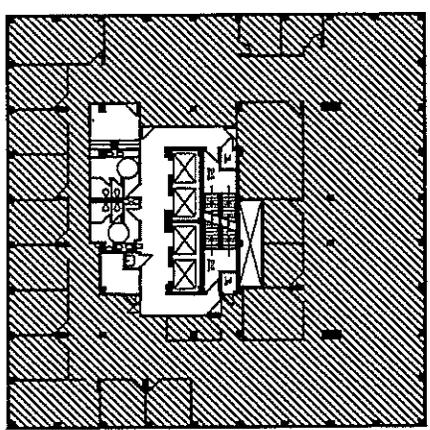
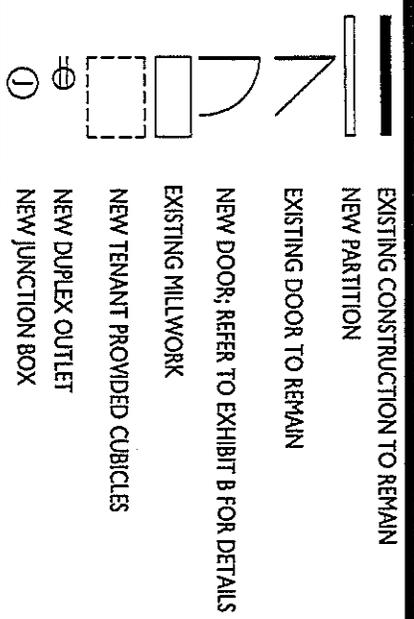


C4 PROVIDE PAINT AND NEW PAINTED CHAIR RAIL IN CONFERENCE ROOM 304 ONLY.

1 FLOOR PLAN
1/16" = 1'-0"

NOTES

- C1 NEW OFFICES AT "AREA OF WORK". REFER TO EXHIBIT B FOR MORE DETAILS.
- C2 LEAVE CARPET "AS-IS" THROUGHOUT SUITE.
- C3 PROVIDE ONE NEW JUNCTION BOX FOR TENANT-PROVIDED SYSTEMS FURNITURE.



RENTABLE SF: 10,342 SF

NTS

FLOOR PLANS SUBJECT TO APPROVAL BY LOCAL JURISDICTION. ALL WORK TO BE IN ACCORDANCE WITH APPLICABLE CODES. ACTUAL CONDITIONS AND DIMENSIONS MAY VARY FROM THOSE EXISTING. REFER TO EXHIBIT B - TENANT IMPROVEMENT SPECIFICATIONS* FOR MORE INFORMATION. I HAVE REVIEWED, UNDERSTAND AND ACCEPT THIS PLAN.

INITIAL BY TENANT _____
INITIAL BY LANDLORD _____

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY COUNTY
51 MONROE STREET
SUITE 300
ROCKVILLE, MD 20850

DRAWN BY: BA

Issue 10.19.2012
Issue 10.16.2012
Issue 09.24.2012
Issue 09.21.2012
Issue 09.06.2012

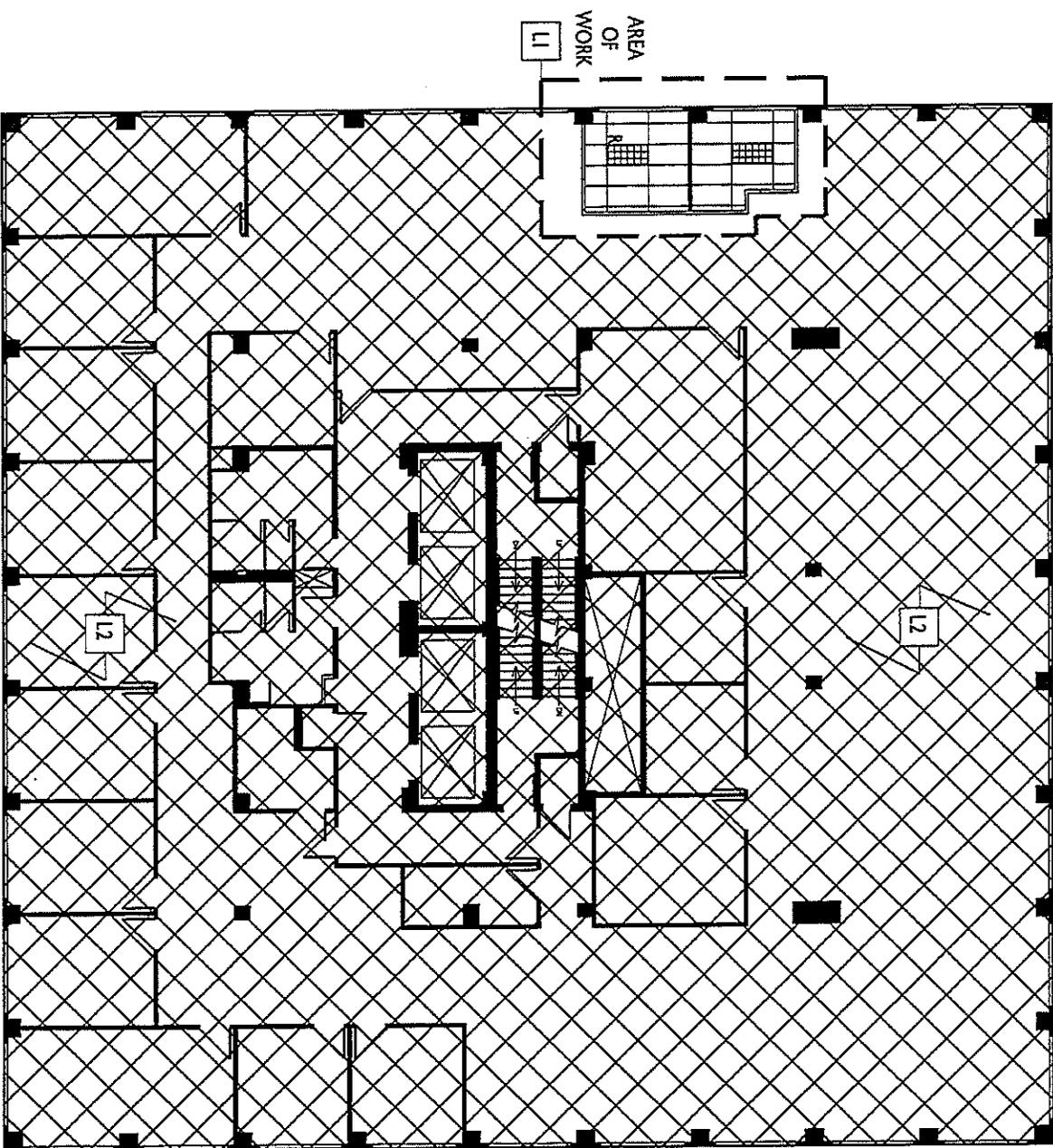
SPEC#: 4605-05

SCALE: 1/16" = 1'-0"

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A1.0

EXHIBIT A - FLOOR PLAN - REFLECTED CEILING

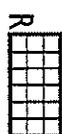


1 REFLECTED CEILING PLAN
1/16" = 1'-0"

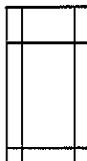
LEGEND



EXISTING 2 X 4 LIGHT FIXTURE AT "SCOPE OF WORK."



RELOCATED 2 X 4 RECESSED PARABOLIC BY LITHONIA #2PM3NG332 18LDMVOLT



EXISTING ACOUSTICAL CEILING TILE AT "SCOPE OF WORK."

NOTES

- L1 RELOCATE LIGHTING AT AREA OF WORK
- L2 EXISTING CEILING GRID AND CEILING TILE TO REMAIN "AS-IS" (NOT SHOWN ON PLAN)

DRAWN BY: BA

Issue 10.19.2012
Issue 10.16.2012
Issue 09.24.2012
Issue 09.21.2012
Issue 09.06.2012

SPEC#: 4605-05

SCALE: 1/16" = 1'-0"

MONTGOMERY COUNTY
51 MONROE STREET
SUITE 300
ROCKVILLE, MD 20850

WRIT

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Exhibit B:

Tenant Improvements Specifications

- A. Landlord shall perform the following improvements to the Premises at Landlord's sole cost and expense in a workman-like manner and in accordance with applicable building codes and as shown on the attached Exhibit A - Floor Plan:
1. Provide walls to be taped, blocked, skimmed, and sanded, ½" synthetic gypsum wallboard on both sides of 2½" metal studs, from the floor up to the underside of the suspended ceiling, as shown on the attached Floor Plan; see note C1/A1.0. All gypsum board shall be flue gas desulfurization type synthetic gypsum board fabricated with 100% post consumer face paper. Standard synthetic gypsum board shall contain 99% recycled material on a dry weight basis. Acceptable manufacturers:
 - a. Temple-Inland Forest Products Corporation
 - b. National Gypsum (product from certain plants only – documentation of compliance required prior to installation)
 - c. USG, from Aliquippa, PA plant (product from certain plants only – documentation of compliance required prior to installation).
 2. Provide two (2) new 3'-0" x 7'-0" solid core paint grade interior doors in painted metal frame **at Offices 300 and 301**, as shown on the Floor Plan, with S10D NEP-626 cylindrical passage lever hardware set by Schlage.
 3. *Provide new chair rail in Conference Room 304. See note C4/A1.0.*
 4. *Provide two coats of one of the following paints on the Conference Room 304 walls; see note C4/A1.0. Tenant to select one color from manufacturer's standard selections. Acceptable manufacturers:*
 - a. Sherwin Williams, Harmony Green Sure, interior latex flat B5 Series
 - b. Benjamin Moore, Eco-Spec wb, interior latex flat N372 Series
 5. *Provide two coats of the following paints on the existing door, existing door frame and new chair rail in Conference Room 304; see note C4/A1.0. Door frames painted to match the adjacent walls. Acceptable manufacturers:*
 - a. Sherwin Williams, Harmony Green Sure, or equal, interior latex Semi-Gloss paint B10 Series
 - b. Benjamin Moore, Pristine Eco-Spec interior latex Semi-Gloss paint 376 Series
 6. Existing building standard 2' x 4' fissured acoustical ceiling tile in existing suspended ceiling grid system to remain. Replace all stained, damaged and missing tiles. Touch up and repair grid as required where demolition of existing walls affect existing grid.
 7. *Provide the following electrical and/or mechanical in the Area of Work, Offices 300 and 301 (the remaining office space will be existing to remain):*
 - a. Two (2) duplex receptacles per interior room. No outlets, or tenant telephone and computer receptacles will be permitted on building exterior window walls. New outlet covers are to have stainless steel finish.
 - b. Provide one (1) new junction box for tenant-provided systems furniture. See note C3/A1.0.
 - c. In open areas and corridors, provide occupancy sensor, ceiling mounted by Wattstopper, #WV-2000H and Ultrasonic occupancy sensor, ceiling mounted by Wattshtopper, #BZ-150. In all other areas, provide an automatic wall switch, motion activated by Wattstopper. No time delay shall be set at less than 15 minutes. Wattstopper #WA-100 Dual Voltage, color to be white.
 - d. Reuse and relocate existing building standard fluorescent light fixtures (2' x 4' recessed fluorescent light fixtures (see note L1/A1.2), Lithonia 2PM3NGD_3_32 18LDMVOLT, with parabolic lenses and high efficiency ballast with T-8 tubes) at a ratio of 1 fixture per 80 useable square feet as required by new layout.
 - e. Provide exit lights by Lithonia Lighting, Quantum LED, LQM LED-S-W-R-120/277-EL-N, and emergency lights, Lithonia ELM2-120/277, as required by code.
 - f. Bring existing wiring (line voltage and low voltage) above the ceiling, if accessible, up to present code.
 - g. Relocate HVAC 2' x 2' lay-in diffusers and grilles as required in each room or area so that there is 1 supply diffuser and 1 return grille in each typical room and provide fire dampers if required by code.
 - h. Landlord shall not provide Tenant's telephone and or computer lines, jacks and or equipment. Landlord shall, however, coordinate with Tenant's low-voltage wiring subcontractor for such installation.

- i. Tenant will confirm with the Landlord all of the locations for all of the above mentioned new items a. and b.
- 8. All existing electrical, telephone and data outlets to remain unless otherwise noted.

- B. Tenant shall be solely responsible for all of Tenant's systems furniture requirements and installation, including but not limited to, layout, installation, permits, wiring and connections. In addition, Tenant shall be solely responsible for all of Tenant's low-voltage wiring serving the Premises, including but not limited to telephone, data and security.
- C. Tenant is responsible for moving all computers, fax machines, telephones, printers, copiers and other electronic equipment prior to Landlord's commencement of work.
- D. Except as otherwise set forth in Paragraph A above, Tenant, at its own cost, will be responsible for all other improvements to the Premises including, but not limited to ceiling, wall, floor and window coverings, lighting, fixtures, and other equipment.
- E. Tenant shall furnish the Landlord its finish selections (i.e. paint, carpet, cove base) no later than five (5) business days after the full execution of this Lease. Any delay to the improvements to be performed by the Landlord outlined in this Exhibit B for any reason caused by Tenant shall be considered a "Tenant Delay" such as: 1) Delays in time caused as a direct result of tenant modifications to the floor plan and/or specifications as described in this Exhibit B; 2) Delays in time caused as a direct result of Tenant's failure to move all computers, fax machines, printers, telephones, copiers and other electronic equipment prior to Landlord's commencement of work; 3) Additional items required above and beyond the scope of Exhibit A or B for the Premises after lease execution; 4) Tenant's failure to make selections in a timely manner; 5) Delays caused by the Tenant's architect, contractor or other consultants; 6) Tenant's failure to grant Landlord or its agents or contractors timely access to the Premises; 7) Any other delay or stoppage of construction requested or caused by Tenant. In the event of any such Tenant Delay, the Lease Commencement Date shall be the date of delivery of the Premises, minus the total number of days of any Tenant Delay. A deadline delivery date by the Landlord, if one is specified in the Lease, shall be extended by the total number of days of any such Tenant Delay.
- F. For all purposes under the Lease, Landlord's Work shall be deemed to be substantially complete when Landlord's Work, as defined in Exhibit B, is entirely completed except for minor punch list items and long-lead items, the completion of which shall not materially interfere with Tenant's use of the Premises.

Signed by:

TENANT:

Montgomery County
 Company Name

Ramona Bell - Pearson
 Signature

Ramona Bell - Pearson
 Name, Title

1/23/13
 Date

LANDLORD:

By: WASHINGTON REAL ESTATE
 INVESTMENT TRUST

By: George F. McKenzie (Seal)
 (Signature Here)

Name: George F. McKenzie
 Title: President & Chief Executive Officer