

LEASE  
BETWEEN  
CORNERSTONE MONTGOMERY, INC.  
AND  
MONTGOMERY COUNTY, MARYLAND

DATED: MAY 23, 2016

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## LEASE AGREEMENT

THIS AGREEMENT, entered into this 23rd day of May, 2016 by and between the CORNERSTONE MONTGOMERY, INC., a Maryland Corporation having an address of 6040 Southport Drive, Bethesda, Maryland 20814, (hereinafter referred to as "Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter, "County" or "Tenant"), (Landlord and County each known as a "Party" and together as the "Parties").

### WITNESSETH:

In consideration of the rent hereinafter reserved, and the covenants hereinafter contained, the Parties hereto mutually agree as follows:

1. PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the premises described as Suite 100 deemed to comprise 12,000 rentable square feet of space ("Leased Premises") on the first floor of the building ("Building"), located at 2 Taft Court, Rockville, Maryland 20850 ("Land"), in its "as-is" condition and as outlined on Exhibit "A" attached hereto and made a part hereof. The Land and Building is collectively referred to as the "Property."

2. TERM: The term of this Lease shall be fifteen years, commencing on or about the substantial completion of the tenant improvements (the "Lease Commencement Date") as evidenced by the use of occupancy permit issued by the City of Rockville, estimated to be on or about November 1, 2016.

3. OPTION TO RENEW: (i) Provided that Tenant is still in occupancy of the Leased Premises and is not in default of the Lease, Tenant shall have the Option to Renew this lease for one (1) additional (10) year term ("Extension Term") at the end of the initial Lease Term with no more than twelve (12) months and no less than nine (9) months prior written notice per extension term. Tenant's extension rental rate shall be the prevailing



market rate and shall include other market concessions for comparable use buildings in the Washington DC metropolitan area.

(ii) In the event County shall wish to exercise the option to extend, it shall request in writing ("Term Renewal Request") from Landlord, a quote of the Base Annual Rent for the extension term not less than twelve (12) months prior to the expiration of the initial Term of the Lease. Within ten (10) days after such Term Renewal Request, Landlord shall give County written notice of such quote. County shall then have thirty (30) days after the date of Landlord's notice in which to exercise such extension option by written notice to Landlord accepting the Base Annual Rent quoted by Landlord or stating that County is exercising the extension option and wishes to have the Base Annual Rent for the extension term determined by the MAI Appraiser Process. In the event that County does not exercise the option or provide Landlord with a written response within said thirty (30) day period the extension option shall terminate immediately and Landlord shall be relieved of any and all liability created by the grant of such option. The option to extend granted hereby may not be assigned or transferred by County.

(iii) If County elects to have the Base Annual Rent for the extension term determined by the MAI Appraisal Process, then the fair market rent for the first lease year of the extension term shall be independently determined by two (2) disinterested real estate appraisers, one (1) of whom shall be named by Landlord and one (1) by County. Said appraisers shall each be practicing appraisers in Montgomery County, Maryland, specializing in the field of commercial real estate, having no less than ten (10) years' experience in such field, recognized as ethical and reputable within their field, and certified as MAI or an equivalent professional certification if MAI no longer exists. Landlord and County agree to make their appointments promptly within thirty (30) days after Landlord's receipt of County's notice to extend, or sooner if mutually agreed upon. Within forty-five

(45) days after both such appraisers have been appointed, each appraiser shall submit his or her determination of said fair market rent. The Base Annual Rent for the first lease year of the extension term shall be the average of the two (2) determinations; provided, however, that if two of the appraisers are not within ten percent (10%) of each other, then the two (2) appraisers shall select a third appraiser with the qualifications described above within ten (10) days after submitting their determinations of the fair market rent. Within forty-five (45) days after the third appraiser is selected, such appraiser shall submit his or her determination of said fair market rent. In such event, the Base Annual Rent for the first lease year of the extension term shall be the average of the third appraiser's determination and the determination of the other two (2) appraisers which is closest to the third appraiser's determination. In arriving at their individual rate determinations, each appraiser shall consider and analyze all the components of the Lease and apply them to current market factors. Landlord and County shall pay the fee of the appraiser selected by it and if a third appraiser is used, they shall equally share the payment of the fee of the third appraiser. Notwithstanding the foregoing, Landlord and County may at any time after appointing the appraisers, agree upon the Base Annual Rent payable during the first lease year of the extension term and such mutual agreement shall supersede the appraisers' determinations.

4. RENT:

(a) Commencing on the Lease Commencement Date, the County shall pay to Landlord all Rent (as hereinafter defined) in United States currency, without any deduction, set-off, notice, demand, and unless stated otherwise, billing. Commencing on the Lease Commencement Date, the County shall pay all Base Monthly Rent, estimated Real Estate Taxes and Operating Costs (all as hereinafter defined) in advance by the first day of each calendar month.

(b) Base Annual Rent. The "Base Annual Rent" shall be payable by the County to the Landlord during each Lease Year of the Lease Term in equal monthly installments of "Base Monthly Rent" as specified below.

(c) Adjustments to Base Annual Rent. On the first day of the second Lease Year, and on the first day of each Lease Year thereafter during the Lease Term and Extension Term, the Base Annual Rent (then in effect) shall be increased by three percent (3.0%) per annum over the Base Annual Rent payable during the previous Lease Year, except the Base Annual Rent for the first Lease Year of the Extension Term shall be determined as set forth in Section 3 hereinabove. Landlord shall provide the County written notice of each such adjustment and the amount of the Base Annual Rent payable during the forthcoming Lease Year.

(d) Additional Rent. All money due to Landlord under the requirements of this Lease, other than Base Rent, is "Additional Rent." Unless stated otherwise, the County shall pay Additional Rent within 10 business days of receipt of an invoice. Landlord's remedies for the non-payment of Additional Rent are the same as for non-payment of Base Annual Rent. The term "Rent" shall include Base Rent, Additional Rent and all other amounts payable to the Landlord under this Lease.

(e) Survival. Regardless of the Lease Expiration Date or earlier end of the Lease Term, the County shall promptly and fully perform all its Lease obligations.

(f) Deposit. The County shall NOT pay a security deposit.

(g) Late Charge and Interest. Any Rent which is due on the first day of the month (e.g. Base Monthly Rent, estimated Real Estate Taxes and Operating Costs (both as hereinafter defined)) but which is not received by Landlord by the seventh (7<sup>th</sup>) day of the month shall be subject to a late charge of five percent (5%), it being understood that this does not extend the due date of the such Rent from the first day of each month. In addition, all Base Rent not paid within thirty (30) days after the due date and all other Rent and all other payments becoming due hereunder which is not paid on the due date shall bear interest at the rate of twelve percent (12%) per annum from the date when the same shall become due and payable.

(i) The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule:

<b>Lease Year</b>	<b>Base Annual Rent</b>	<b>Base Monthly Rent</b>	<b>Base Rental Rate</b>
1	\$216,000.00	\$18,000.00	\$18.00
2	\$222,480.00	\$18,540.00	\$18.54
3	\$229,154.40	\$19,096.20	\$19.10
4	\$236,029.03	\$19,669.09	\$19.67
5	\$243,109.90	\$20,259.16	\$20.26
6	\$250,403.20	\$20,866.93	\$20.87
7	\$257,915.30	\$21,492.94	\$21.49
8	\$265,652.75	\$22,137.73	\$22.14



9	\$273,622.34	\$22,801.86	\$22.80
10	\$281,831.01	\$23,485.92	\$23.49
11	\$290,285.94	\$24,190.49	\$24.19
12	\$298,994.52	\$24,916.21	\$24.92
13	\$307,964.35	\$25,663.70	\$25.66
14	\$317,203.28	\$26,433.61	\$26.43
15	\$326,719.38	\$27,226.62	\$27.23

All payments are to be made in advance of the first day of each month, during each lease year, and shall be payable to the following:

**Cornerstone Montgomery, Inc.**  
**Attention: Gwen Zecha**  
**6040 Southport Drive**  
**Bethesda, Maryland 20814**

If the Lease Commencement Date occurs on other than the first day of the calendar month, the Base Rent shall be prorated at the rate of one thirtieth 1/30 of the applicable monthly installment per day for each day of such partial month.

5. OPERATING EXPENSES:

(a) Operating Expenses Defined. Throughout the Lease Term, County agrees to pay to Landlord, as Additional Rent, County's Proportionate Share, as set forth below, of any increase in operating expenses during each calendar year over the Base Year Operating Expenses which is the 2017 calendar year provided Landlord invoices County for such increase in operating expenses within eighteen (18) months of the applicable calendar year end. "Operating Expenses" means for any calendar or fiscal year the sum of all commercially reasonable direct and actual out of pocket expenses Landlord incurs during such calendar or fiscal year for operating, repairing and maintaining the Property,

determined in accordance with generally accepted accounting practices consistently applied, including, without limitation, costs and expenses for the following: (1) wages and salaries of all employees engaged in the management, operation or maintenance of the Building, including taxes, insurance and benefits relating hereto; (2) all supplies, materials, equipment and tools used in the operation or maintenance of the Property; (3) cost of all maintenance and service agreements for the Property and the equipment therein, including but not limited to controlled access and energy management services, window cleaning and elevator maintenance; (4) cost of all insurance relating to the Property including the cost of casualty, liability and rent loss insurance applicable to the Building and Landlord's personal property used in connection therewith; (5) general and special repairs and maintenance; (6) management fees; (7) legal, accounting, auditing and other professional fees; (8) the cost of any additional services not provided to the Property at the Commencement Date of the Lease Term, but thereafter provided by Landlord in the prudent management of the Building; (9) reasonable reserves for replacements, repairs and contingencies; (10) costs for char service and cleaning supplies; (11) costs for utility services such as electricity, gas, water and sewage (including any costs incurred in changing the provider providing electricity services); (12) Rockville City or Montgomery County charges for services, and (13) the cost of any capital improvements or alterations made to the Building after the Lease Commencement Date that reduce other operating expenses, or which are required under any governmental law or regulation that was not applicable to the Building at the time it was constructed or incurred to replace equipment or a component of the Building, which shall be amortized (straight line) over the useful life of the improvement and such amortized costs falling within a calendar or fiscal year may be included in Operating Expenses for such calendar or fiscal year.

(b) Operating Expense Exclusions. Operating Expenses shall exclude all Landlord profits and all costs in excess of costs reasonably incurred by prudent operators and managers of similar office buildings in the Rockville, Maryland area. Landlord shall use commercially reasonable efforts to minimize Operating Expenses. Operating Expenses shall be net of any reimbursement, refund or credit received or receivable by Landlord for the corresponding item of Operating Expense. In no event shall Landlord recover from County more than an amount equal to Tenant's Pro Rata Share of 100% of Operating Expenses. Landlord shall not recover more than the full actual cost of any item through Additional Rent or charges to other Building tenants. Landlord shall make no profit in connection with Operating Expenses nor shall Landlord recover any item of cost twice through Operating Expenses. The following items shall be specifically excluded from the Operating Expenses: (1) expenses for any capital improvements not otherwise permitted in Section 5(a); (2) expenses occasioned by fire, windstorm or other insured casualty; (i) advertising, commissions, tenant improvements and all other expenses incurred in leasing or procuring new tenants; (ii) expenses for repairs or improvements to other tenants' leased space; (5) legal fees incurred in enforcing the terms of any lease or arising out of any mortgage or ground lease affecting the Building; (6) interest, principal, rental, late fees or other costs of any indebtedness or ground lease; (iii) the cost of any work or service performed for any tenant at such tenant's cost; (8) any cost associated with Hazardous Substances, including ACM, in the Building or on the Land, including but not limited to, the cost of monitoring, encapsulating or abating any Hazardous Substances, including ACM, from the Building or the Land; (9) the cost of correcting structural defects or design flaws in the Leased Premises or in the Building or any of its major systems; (10) the cost of any work or materials performed or supplied to any facility other than the Property; (11) the cost of any items for which Landlord is reimbursed by insurance, any tenant or



otherwise; (iv) salaries, wages and benefits of Landlord's officers, directors, and employees above the level of Building manager; (13) the cost of installing, operating, maintaining or refurbishing any specialty service, such as an observatory, broadcasting facility, luncheon club, restaurant, retail store, sundry shop, athletic or recreational club or locker rooms, meeting rooms or lounges; (14) any charge for depreciation of the Building or equipment; (15) costs of compliance with the ADA; (16) any tenant improvement allowance or other payment from Landlord to Tenant; (17) intentionally omitted; (18) bad debt losses or reserves therefore; (19) costs of selling, syndicating, financing, mortgaging, or hypothecating any of the Building or Land or Landlord's interest in the Building or Land; (20) expenses resulting from tortious conduct of Landlord, its employees, agents or contractors; (21) any janitorial, HVAC and/or electrical expenses for the Leased Premises that Tenant pays directly to Landlord or a third party.

(c) Controllable Building Expenses. All "Controllable" Building expenses shall be capped at a maximum of 5% annual increase. "Controllable Expenses" shall include those building expenses except the following non-Controllable Expenses: security expenses, insurance, utilities, government-required Building modifications and snow removal. If the Building does not have at least ninety-five percent (95%) of the rentable area occupied at any time during the Base Year or any subsequent year, then the calculation of Operating Expenses shall be increased to reflect what such costs would have been if they had been calculated on the basis of ninety-five percent (95%) Building occupancy.

(d) Tenant's Proportionate Share. The County shall pay to the Landlord said increased operating costs as additional rent for the County's proportionate share of the



building, which share is determined to be 36.71% within thirty (30) days after receipt of Landlord's statement. The County proportionate share is computed as follows:

$$12,000 \text{ square feet leased} \div 32,504 \text{ building square feet} = 36.92\%$$

6. INTENTIONALLY OMITTED:

7. TENANT IMPROVEMENTS:

(a) Description of Work. The County shall accept the Leased Premises in its "where-is" and "as-is" condition, with the exception that Landlord, at its sole cost and expense, shall perform, or cause to be performed, a "turn-key" build out which includes all modifications to the existing condition of the Leased Premises as described in Exhibit "B" and Exhibit "C", attached hereto (the "Tenant Improvements"). The Tenant Improvements shall include, but not be limited to, all architectural, engineering and other professional fees, permit, expediting and construction fees and charges, impact fees and all construction costs. The Tenant Improvements shall be completed in accordance with the mutually agreed upon "Space Plan" and "Scope of Work" attached hereto and made a part hereof as Exhibit "B" and Exhibit "C" respectively, which the County has reviewed and approved as evidenced by its signature. The Tenant Improvements shall be constructed in accordance with all applicable American Disabilities' Act ("ADA") and fire, life and safety standards related thereto. The County shall notify Landlord of any construction deficiencies in the Tenant Improvements within thirty (30) days after the Lease Commencement Date, and Landlord shall promptly repair any such deficiencies. Landlord may deliver possession of the Leased Premises to the County subject to inconsequential punch list items to be completed after the Lease Commencement Date. Landlord shall deliver the Leased Premises to the County broom clean in compliance with applicable laws relating to the

Tenant Improvements and with all systems existing as of the date hereof in good working order.

(b) Architectural Services for the Leased Premises. Landlord, at its sole cost and expense, has (or shall) provide architectural services required in connection with the final preparation of the Space Plan, Scope of Work and Construction Plans (as hereinafter defined). Attached to this Lease are completed construction drawings and construction specifications (the "Construction Plans") reflecting the details as shown in the Space Plan and Scope of Work. The execution of this Lease by the County shall constitute its approval of the Construction Plans. In no way does the County's approval of the CD's indicate that the County represents that Landlord and/or its architect shall have abided by all of the applicable governmental laws and codes. The County's approval signifies concurrence in principal to the design and layout of the build out (i.e. size of offices/other rooms, layout, etc.)

(c) Permits. The Landlord shall be responsible for obtaining the construction permit and occupancy approval from City of Rockville for the Leased Premises. If required, the Landlord shall be responsible for obtaining the occupancy certificate, a copy of which shall be delivered to the County, and Landlord shall be responsible for any other permits or licenses necessary for its lawful occupancy of the Leased Premises.

(d) Early Access. Landlord grants permission to the County to enter the Leased Premises thirty (30) days prior to the Lease Commencement Date for the sole purposes of installing equipment, furniture, fixtures and related cabling therein, provided the County does not materially interfere with the completion of the Tenant Improvements. All such periods of early access shall be coordinated with Landlord and/or its agents and the general contractor.

(e) Landlord ADA Improvements. Some of the improvements to the Leased

Premises and/or Property that the Landlord shall conduct shall not be considered Tenant Improvements. These Landlord ADA Improvements shall be conducted in areas on the outside common area of the Building and include the following items:

- i) Re-grade a portion of the parking lot to create accessible parking spaces;
- ii) Re-stripe portions of the parking lot to create accessible parking spaces;
- iii) Build new accessible sidewalk ramps;
- iv) Install new accessible parking signs; and
- v) Construct new ADA compliant ramp at sidewalk from existing loading dock to parking and building entry

The County shall solely bear the costs of the aforesaid improvements. The total cost (hard costs and soft costs) for aforesaid Landlord ADA Improvements shall not exceed \$60,000.00. The Landlord's contractor shall conduct these ADA Improvements. Unless caused by a County initiated change order, any cost overage for these ADA Improvements shall be paid for by the Landlord. Moreover, these improvement costs shall not be amortized into the County's Base Annual Rent and Additional Rent. Upon completion of the Landlord ADA Improvements, Landlord shall present an invoice to the County with all applicable lien waivers and a detailed description of the work that was completed. Upon receipt of the validated invoice, the County shall pay the Landlord within 30 thirty days.

8. PARKING: The County is allocated (for the entire Lease Term) up to three and five-tenths (3.5) parking spaces in the Building's parking facilities per on thousand (1,000) square feet of rentable floor space in the Leased Premises. Parking is available on the surface parking lot for the County's employees and invitees who have business at the Leased Premises on a non-reserved, unassigned basis at no cost to the County for the duration of the Lease Term. It is understood and agreed that Landlord assumes no responsibility and shall not be held liable for any damage or loss to any automobiles parked



in the Property's parking facilities or to any personal property located therein, or for any injury sustained by any person in or about such parking facilities unless the Landlord was solely negligent.

9. USE: The County covenants and agrees that said premises shall be used and occupied by the Montgomery County Government for a women's shelter and associated general government offices, and for no other purposes. The County shall have the right to occupy and use the premises 24 hours a day, seven days a week.

10. PROPERTY DAMAGE AND LIABILITY INSURANCE:

(a) County shall have the right to self-insure. The County is a member of the Montgomery County Self-Insurance Program; Article 20-37 of Montgomery County Code restricts the legal defense fund to members of the Fund and does not allow for outside entities. The certificate of insurance evidences limits of insurability for general liability coverage in the amounts of \$800,000 aggregate and \$400,000 each occurrence and \$30,000 per person, \$60,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for worker's compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act 2015 MD. Ann. Code, Cts & Jud. Proce. Sec. 5-301 et seq. as amended (the "LGTC"). If the LGTC is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

This insurance must be maintained continuously by the County during the full term of this contract and during any extension of the Lease Term. County and the Landlord hereby waive any right of subrogation against the other to the extent that the liability arises from a cause covered by the insurance and only to the extent of the insurance proceeds recovered, and provided that the Parties' insurance policies permit such a waiver.



(b) County agrees that it will not keep in or upon the Leased Premises any article, which may be prohibited by the standard form of fire or hazard insurance policy. In the event County's articles causes any increase in the insurance premiums for the Leased Premises or any part thereof, County shall pay the additional premiums as they become due. Throughout the Lease Term, the County shall maintain all-risk property insurance on the value of all tenant furniture, fixtures and contents on the Leased Premises. County has the right to review the Landlord's policy(ies) premium and rates.

(c) County agrees to hold harmless and hereby indemnifies Landlord and Managing Agent, its agents and employees from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, or caused wholly or in part by any wrongful or negligent act or omission of County or its employees at or upon the Premises, or the occupancy or use by County, of the Leased Premises or any part thereof, or the County's use of the exterior areas designated by Landlord for the comfort and convenience of County, or its agents, contractors, employees, guests or invitees. Landlord shall provide notice to County as soon as practical of any and all claims under which Landlord will rely on this. Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (the "LGTCA"); Md. Code Ann., Local Govt. Art. §§ 10-201, et seq. (2013); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2013), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

(d) Landlord agrees to hold harmless and hereby indemnifies County, its agents and employees from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence or occasioned wholly or in part by any act or omission of the Landlord or its agents or employees at or upon or at the Leased Premises, or the occupancy or use by Landlord of the Leased Premises or any part thereof, or the Landlord's use of the exterior areas provided for County for the comfort and convenience of the Landlord, caused wholly or in part by any wrongful or negligent act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees.

(e) County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within fifteen (15) days from execution of this Agreement. County reserves the right to self-insure.

(f) Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, including fire legal liability, bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury issued by an insurance company licensed in the State of Maryland and acceptable to the County. Such coverage may be provided by an umbrella insurance policy.

(g) Landlord shall obtain an all risk property policy during the lease term and any renewal terms to protect the full replacement value of all interests of the County. Any deductibles under this policy shall be funded by the Landlord and shall to protect against loss caused by the perils insured in the amount of 100 percent of the insurable value of the property. The policy shall also endorse a demolition and clearing clause, extra expense and

loss of use coverage. The County does not provide any coverage for Landlords's owned contents and improvements to the Leased Premises.

(h) Landlord agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee.*

(i) The Landlord's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Landlord as required by this Agreement must provide that the insurance company will give the County written notice of amendment, cancellation, termination or non-renewal, no later than thirty (30) days prior to amendment, cancellation, termination or non-renewal. The Landlord must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this Agreement and if requested copies of policies.

(j) Landlord shall provide a certificate of insurance evidencing the coverage hereinabove described within thirty (30 days) from execution of this Agreement.

11. ACCESS: County will allow Landlord or Landlord's agents to have access to the Leased Premises upon reasonable notice, except in the event of emergency to County and at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable; or for the Landlord to show the Leased Premises to prospective Tenants during the 12 months preceding expiration of the Lease term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County; provided, however, Landlord shall not interfere with County's use of the Leased Premises.



## 12. SERVICES:

a) Service Responsibilities. This Lease is a full service Lease, net of utilities and net of janitorial (hereinafter defined). Landlord, as part of the Operating Expense, shall provide full service maintenance including but not limited to maintenance and repairs, trash removal (from the trash and recycling dumpsters) and pest control within the Building. The County will be responsible for pest control within the Leased Premises and specifically agrees to have the Leased Premises treated for bed bugs on a regular basis. The County, at its expense, shall provide janitorial services within the Leased Premises. Landlord shall be responsible for cleaning the common area and the outside building areas including sidewalks, walkways, and pavement areas, keeping same free and clear of snow and ice. The Landlord shall also provide trash receptacles in the site and an area for recycling. The Landlord shall also make all necessary maintenance and repairs as part of the Operating Expenses to all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains, all exterior walls, interior columns, windows, interior concrete slabs, and the foundation.

b) Janitorial. During the Lease Term, County shall be solely responsible for properly cleaning of the Leased Premises and insuring that County's trash shall be removed from the Leased Premises and the Building on a daily basis and placed in the trash and recycling receptacles at a location on the site, consistent with normal janitorial standards befitting a comparable office building. However, Landlord, at its cost, shall be responsible for providing a trash hauling service and onsite trash and recycling receptacles outside the Leased Premises.

c) Repairs by Landlord. Subject to reasons beyond its control, Landlord agrees, as part of the Operating Expenses, to maintain and keep in repair the structural parts of the Leased Premises and Property. They specifically include: (1) all roof water protection, including



the roof, flashing, gutters, downspouts, and roof drains; and (2) the structural integrity of the exterior masonry walls, interior structural columns, interior concrete slabs, and all foundations; (3) all underground utility services outside the Leased Premises; all pipes, wires and conduits located outside of the Leased Premises which serve the Leased Premises. Any latent defects in the aforesaid materials and structures that may arise during the County's tenancy shall be remediated at the sole cost and responsibility of Landlord.

d) Maintenance and Repairs – Emergencies. In the event Landlord fails to provide emergency maintenance and repair with dispatch and due diligence appropriate to the condition after notice from the County, uponthen County shall have the right but not the obligation to correct these problems and be reimbursed the reasonable cost thereof by Landlord.

e) Maintenance and Repairs – Routine. Landlord will undertake such maintenance and repairs upon request of the County and charge the County, as Additional Rent, for the cost of such repairs and maintenance. In the event Landlord fails to correct routine maintenance and repair problems in the Leased Premises within 10 days after notification of same by the County, the County shall have the right but not the obligation to correct these problems at its sole cost and expense. The County is responsible for all maintenance, repairs and replacement to its equipment installed in the Leased Premises.

### **13. Utilities.**

a) Common Area Building-standard Services and Utilities. Landlord shall furnish sufficient electric current for routine and normal requirements for lighting and typical office equipment and machinery, such as calculators, personal computers, small copiers and similar items, subject to Section 13(b), water for lavatory and drinking purposes, common area lavatory supplies and automatically operated elevator service, all without additional cost to County, 24 hours/7 days a week.

b) Charges for Utilities Supplied to Leased Premises. During the Lease Term, the County shall be responsible for the payment of all electricity consumed or utilized by it upon the Leased Premises. County shall pay utility costs as follows:

(i) Electricity. The Leased Premises are separately submetered for electrical service. County agrees to pay to Landlord, promptly upon demand therefor, the actual charge for all electricity consumption shown by said submeter.

(ii) Gas, Water and Sewer. Landlord, at its sole cost and expense, shall install submeters to record the consumption of gas (if any) and/or water and sewer at the Leased Premises. County agrees to pay to the utility company or Landlord, promptly upon demand therefor, the actual charge for all gas and/or water and sewer consumption shown by said submeters.

c) Heating and Cooling. The Leased Premises are served by separately-submetered, rooftop units, which provide separately-controlled heating, ventilating and air conditioning to the Leased Premises. Landlord will, as part of the Operating Expenses, throughout the Term of the Lease, obtain and keep in force a maintenance contract to regularly inspect, repair, replace and perform maintenance services to the heating, ventilating and air-conditioning system serving the Leased Premises.

d) Interruption or Reduction of Service. In no event shall Landlord be liable to the County for any interruption or failure in the supply of any utilities to the Leased Premises. Landlord reserves the right to interrupt service of the heat, plumbing, air conditioning, cooling, electric, and sewer and water systems, when necessary, by reason of accident, or of repairs, alterations, improvements or changes from one utility provider to another, which in the judgment of Landlord are desirable or necessary to be made, until such repairs, alterations or improvements shall have been completed; and Landlord shall have no responsibility or liability for failure to supply heat, plumbing, air conditioning, cooling,

electric, or sewer and water service, or any other service or act for the benefit of County, when prevented from so doing by strikes, accidents or by any other causes beyond Landlord's reasonable control, or by orders or regulations of any federal, state, county, or municipal authority, or by any failure to receive suitable fuel supply, or inability despite exercise of reasonable diligence to obtain the regularly-used fuel or other suitable substitute; and County agrees that County shall have no claim for damages nor shall there be any abatement of Base Annual Rent or Additional Rent in the event that any of said systems or service shall be discontinued or shall fail to function for any reason. If any public utility supplying any utility to the Building, or any law, order or regulation of any federal, state, county or municipal authority requires that Landlord or County must reduce or maintain a certain level of consumption of electricity or any other utility, or reduce or increase the interior temperature of the Leased Premises or the Building, then Landlord and Tenant shall each abide by such requirement. Subject to the limitations in Section 34, regardless of Landlord's liability, if an interruption of service for the County's Lease Premises occurs for a period longer than forty-eight (48) hours, the County shall be permitted to abate its Base Rent and Additional Rent for every day thereafter until the interruption of service is remediated.

f) Excessive Electrical Usage. Tenant will not install or operate in the Leased Premises any heavy duty electrical equipment or machinery, without obtaining the prior written consent of Landlord. Landlord may make periodic inspections of the Leased Premises at reasonable times to determine that Tenant's electrically operated equipment and machinery complies with the provisions of this Section.

g) Servicing of Utility Bills. Landlord shall submit all utility bills to the following County department:

Montgomery County, Maryland



Department of General Services  
Attention: Utility Management Division  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850

14. HVAC: Landlord agrees to maintain, repair or replace the existing heating, ventilation and air conditioning system. The air conditioning shall be so balanced as to provide a temperature range between 72 and 76 degrees. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements. Landlord agrees to provide heating and air conditioning to the Leased Premises during those seasons of the year when such services are required, twenty-four hours per day, seven days a week including all holidays. If the HVAC fails to provide the temperature ranges described above to the Leased Premises, the Landlord, at its expense, will contract with the necessary professionals (architect, engineer, general contractor, HVAC company, etc.) to remediate any such heating and cooling issues.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

(a) County will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. County shall provide Landlord with plans and specifications of said work. County agrees to reimburse Landlord for all costs incurred by Landlord in reviewing County's proposed changes or additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve County's contractor, and such approval shall not be unreasonably withheld, conditioned or delayed. Upon receipt of Landlord's written approval of the County's plans and specifications, County may proceed to perform the work at County's expense, or at County's option, County may request that Landlord perform said

work at County's expense and at negotiated prices. County shall pay for any work performed by Landlord on County's behalf after inspection by County and within thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by County, as additional rent hereunder.

(b) All alterations, additions, or improvements made by either of the Parties upon the Leased Premises shall become the property of the Landlord and shall remain upon and be surrendered with the Leased Premises upon the termination of this Lease unless Landlord requires County to remove such property at the time Landlord approves installation of such improvements. County shall, with Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed, have the right to install any furniture or office machinery necessary in the conduct of its business within the Leased Premises, and the same shall remain the property of the County, and shall be removed by County upon the termination of this Lease.

(c) Landlord will not approve any construction, alterations or additions requiring unusual expense to readapt the Leased Premises to normal office use upon Lease termination or increase the cost of construction, insurance or taxes on the Building or of Landlord's services called for by this Lease unless County first gives assurances acceptable to Landlord that such re-adaptation will be made prior to Lease termination without expense to Landlord and makes provisions acceptable to Landlord for payment of such increased cost. All changes and additions shall be part of the Building except such items as by writing at the time of approval the Parties agree shall be removed by County upon termination of this Lease.

16. NOTICE OF DEFECTS: County shall provide Landlord with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or

notice of need for repairs in the roof, plumbing, electric and heating systems, to be remedied by Landlord in accordance with the terms of this Lease.

17. ASSIGNMENT AND SUBLEASING: The County shall have the right to assign this Lease only to other Montgomery County agencies and/or sublet the entirety of the Leased Premises only to other Montgomery County agencies with the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed.

18. COUNTY'S COVENANTS: County covenants and agrees:

(a) To pay the rent as provided in the lease to Landlord and until the Lease expiration date or until possession is redelivered to Landlord.

(b) Not to strip or overload, damage or deface the Leased Premises or hallways, stairways, elevators or other approaches thereto.

(c) Not to suffer or permit any trade or occupation to be carried on or use made of the Leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on said Building, in Landlord's concern to maintain the first-class business (non-medical, non-lab) nature of the Building.

(d) Not to move any furniture or equipment into or out of the Leased Premises without Landlord's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) Not to place upon the interior or exterior of the Building or any window or other part thereof or door of the Leased Premises any placard, sign, covering or drapes, except such and in such place as shall have been first approved by Landlord, which approval shall not be unreasonably withheld. To remove, at County's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flag poles, or the like not consented to in writing.



(f) To conform to all reasonable rules and regulations from time to time established by Landlord.

(g) To keep the Leased Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by County and to procure all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way County's Permitted Uses.

(h) To keep all of County's employees working in the Leased Premises covered by worker's compensation insurance in statutory amounts and to furnish Landlord with a current certificate thereof. County reserves the right to self-insure.

19. DESTRUCTION OF PREMISES: In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Lease shall not be terminated, but the Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the condition that existed on the Lease Commencement Date, to the extent of Landlord's insurance proceeds. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or destruction, this Lease shall continue in full force and effect, except for abatement of rent as provided herein. If the condition is such as to make the entire Leased Premises "Untenantable", then the rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the

Leased Premises are partially damaged or destroyed, then during the period that County is deprived of the use of the damaged portion of said Leased Premises, County shall be required to pay rental prorated to reflect that portion of the Leased Premises which continues to be "Tenantable" and appropriate for County's use. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Notwithstanding any of the foregoing, in the event of substantial damage or destruction, and Landlord should decide not to repair or restore the Leased Premises or the building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving County a written notice of its intention to terminate within sixty (60) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Leased Premises or any portion of the Building of which they are a part.

20. DELIVERY OF THE PREMISES: County covenants at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to County), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk for which County is not herein expressly made liable excepted.

21. DEFAULT:

(a) By County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, or if County or County's assigns shall fail or neglect to keep and perform each and every one of the terms of this Lease, and such failure or neglect continues for more than

thirty (30) days (or such period, not to exceed an additional thirty (30) days, as may reasonably be required to correct the default with exercise of due diligence,) after written notice to County from the Landlord specifying the default, then at the option of the Landlord, the Landlord and his assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland. It is understood, however, that the County shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state or local law.

(b) By Landlord: In the event that the Landlord or his assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as either otherwise provided herein on as may reasonably be required to correct the default with exercise of due diligence, not to exceed an additional thirty (30) days,) after written notice from the County specifying the default, then the County, at County's option, may pursue any and all legal remedies available. It is understood, however, that Landlord shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state or local law.

(c) No default as hereinbefore provided shall be deemed complete unless at the time Landlord or County seeks to take any action based upon such alleged default the same shall remain uncured by the defaulting party.

22. HOLDOVER: If the County continues, with the knowledge and written consent of Landlord obtained at least thirty (30) days prior to the expiration of the Lease Term, to remain in the Leased Premises after the expiration of the Lease Term, and in that event, County shall, by virtue of this agreement become a tenant by the month at a Base Monthly Rent which is one hundred five percent (105%) the Base Monthly Rent applicable to the



last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified, commencing said monthly tenancy with the first day next after the end of the Lease Term.

Notwithstanding anything to the contrary contained in above, provided that County gives Landlord no less than one hundred eight (180) days' prior written notice of its intent to holdover, for the first six (6) months of the holdover period, County's holdover rent shall be an amount equal to one hundred ten percent (110%) of the Base Monthly Rent applicable to the last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified.

23. QUIET POSSESSION: Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on County's part, County shall at all times during the term of this lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

24. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Landlord and County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

25. WAIVER: The waiver at any time by the Landlord or County of any particular covenant or condition of this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

26. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other

applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

27. NON-APPROPRIATION: Landlord acknowledges that the County has appropriated funds only for payment of rent for the first year of the Lease Term. 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 15<sup>th</sup> and 31<sup>st</sup> 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 Premises.

28. CONTRACT SOLICITATION: Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

29. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

30. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the term of



this Lease shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired term of this Lease. The foregoing notwithstanding, County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken.

31. GENERAL PROVISIONS:

(a) Entire Agreement: It is further understood and agreed that this instrument contains the entire agreement between the Parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the Parties hereto.

(b) Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and County shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Landlord or County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.

(c) Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

32. SUBORDINATION: Landlord shall have the absolute right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of Landlord, shall be

subordinate to such encumbrance or encumbrances. County agrees to sign acceptable and appropriate papers for subordination within twenty (20) days after Landlord's written request, provided such subordination shall be upon the express condition that the Lease shall be recognized by the holder of the encumbrance and the rights of County shall remain in full force and effect during the initial Lease term or any extension thereof. In the event of a sale or transfer of the title to the aforesaid land and premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money. The County agrees to execute subordination documents stating that the Lease is subordinated subject to the conditions in this Paragraph. The County agrees that the subordination agreement attached hereto as Exhibit "E" is acceptable and County will execute such subordination agreement upon request of Landlord.

This Lease is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Landlord or the Landlord's successor in interest of transfer may request the County execute an estoppel certificate in the form provided by Landlord and its successor in interest. The County agrees, upon not less than twenty (20) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord in writing the completed and signed Estoppel Certificate as attached hereto in Exhibit "F" --Estoppel Certificate (Form).

33. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties hereto and each of their respective representative, successors and assigns.

34. FORCE MAJEURE: Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or negligence of either Party, neither Party shall be deemed in default with respect to the performance of any of the terms, covenants,

and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, act of terrorism, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any permit, material and/or service (except if due to the lack of funds other than as specifically set forth in Section 27 of this Lease), Act of God or other cause beyond the reasonable control of either Party.

35. WAIVER OF JURY TRIAL: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of monies due hereunder, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the State where the Leased Premises is located.

36. SIGNAGE: All signage shall be subject to County code and Landlord's approval, which shall not be unreasonably delayed, conditioned, or withheld. The Landlord agrees that the County's signage may include the County Seal.

37. MAIL NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by overnight next day commercial carrier, certified or registered mail, postage prepaid, or sent by email with confirmation of delivery addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

LANDLORD:

Cornerstone Montgomery, Inc.  
Attention: Cari Cho  
6040 Southport Drive  
Bethesda, Maryland 20814

After Lease Commencement Date:

Cornerstone Montgomery, Inc.

COUNTY:

Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Tel #: 240-777-6088  
Email: \_\_\_\_\_



2 Taft Court, Second Floor  
Rockville, Maryland 20850

Tel.# 301-896-4238  
Email: cari.cho@cornerstonemontgomery.org

With copy that does not constitute a notice:

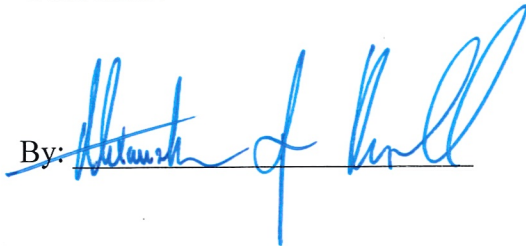
Office of the County Attorney for Montgomery County, Maryland  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Email: \_\_\_\_\_

Lerch Early & Brewer, Chartered  
Attention: Lawrence G. Lerman  
3 Bethesda Metro Center, Suite 460  
Bethesda, Maryland 20814  
lglerman@lercheearly.com

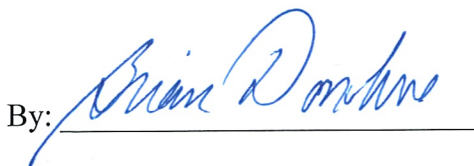
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have caused this LEASE to be properly executed.

WITNESS:

By: 

WITNESS:

By: 


APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By:   
Associate County Attorney

Date: 5-23-16


LANDLORD:

Cornerstone Montgomery, Inc.

By:   
Cari Guthrie Cho, President  
Date: 5/19/16

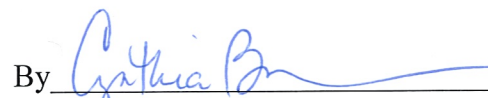
TENANT:

MONTGOMERY COUNTY, MARYLAND

By:   
Ramona Bell-Pearson, ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Date: 5/23/16

RECOMMENDED :

By:   
Cynthia Brenneman, Director  
Office of Real Estate

Date: 5/23/16

**EXHIBIT "A"**  
**Description of Property**

Lot numbered 4-B in Block lettered "A" as per Plat entitled "**Ownership Plat Lots 4-A and 4-B, Block "A", an Ownership Plat of Lot 4, Block "A", Red Gate Industrial Park**", duly recorded among the Land Records of Montgomery County as Plat No. 24625, being part of Lot numbered Four (4) in Block lettered "A" in the subdivision known as "**Red Gate Industrial Park**", as per plat thereof duly recorded among the Land Records of Montgomery County in Plat Book 102, Plat 11503.

Property:        2 Taft Court, Rockville,  
                      Montgomery County, Maryland 20850  
                      Parcel Identification Number: 04-0201-03724405



**EXHIBIT "B"**

**Space Plan**

# CORNERSTONE MONTGOMERY

2 TAFT COURT, ROCKVILLE, MD 20850 04-05-2016

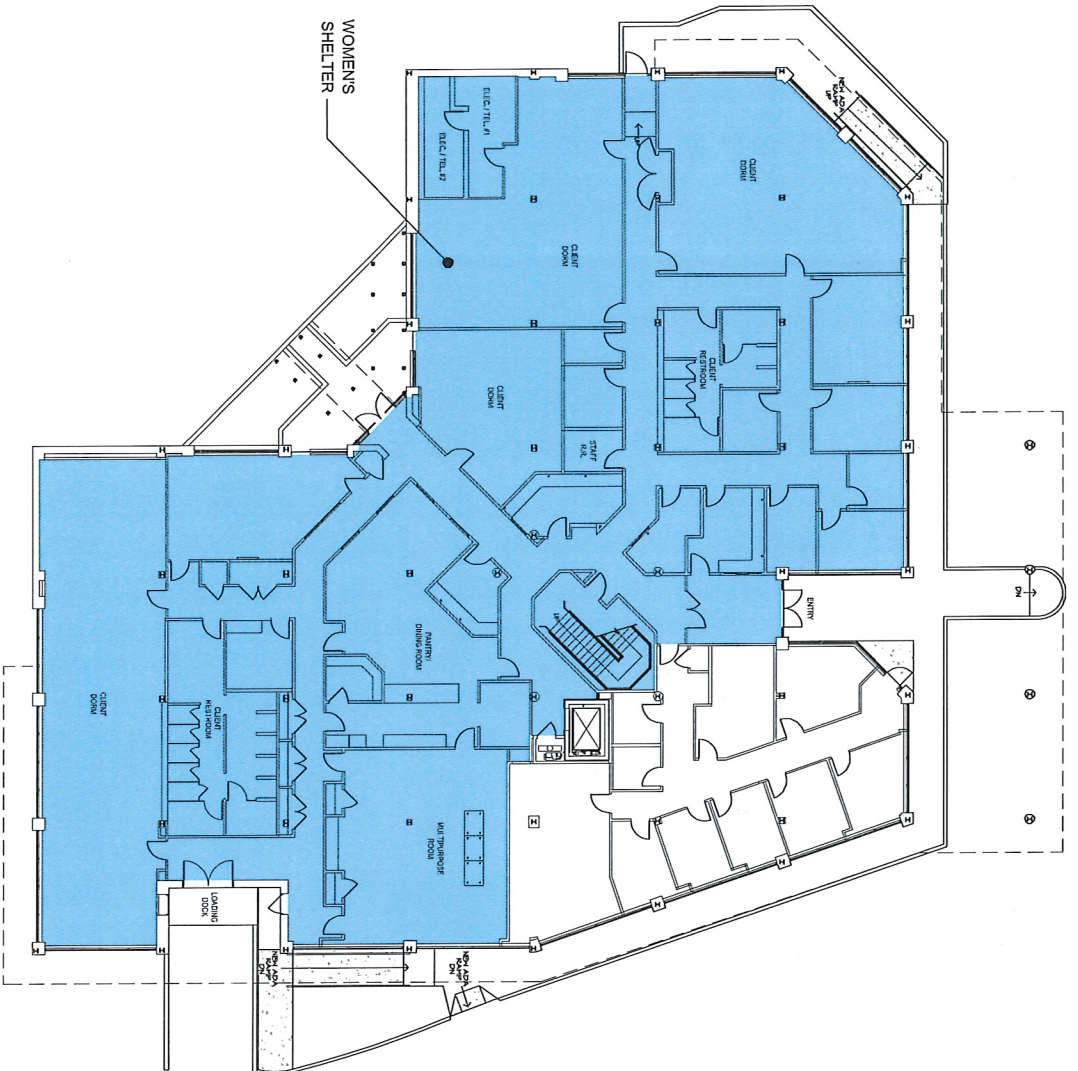
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7735 OLD GEORGETOWN ROAD, SUITE 700, BETHESDA, MD 20814 - TEL: (240) 333-2000 - FAX: (240) 333-2001

GTM ARCHITECTS

GTM

## FIRST FLOOR



**EXHIBIT “C”**

**Scope of Work**



## 2 Taft Court – Women's Shelter

Scope of Work – May 19, 2015

01 - **General Condition:** Expressed "line item" including proposed number of weeks for a full time superintendent and a project manager as required. Includes all associated costs, including but not limited to: project insurance and daily/weekly site protection.

02 - **Professional Services:** Including Architectural, Interiors, M/E/P, Structural and civil design fees expenses. The Architect will provide submittal reviews, RFI responses, construction site visits as required, plus punch list and final completion inspection.

03 - **Demolition & Site Work:** Includes full interior demolition and some exterior site demolition with trash removal. Site work repairs at areas of disruption.

04 - **Concrete:**

**Exterior:** Sidewalk repairs as required to build new ADA Compliant ramps at loading dock and egress door.

**Interior:** Trenching for new sanitary services and drains, including infill and repairs as required; normal slab preparation for new finishes, as required.

05 - **Masonry:** Not in Contract

06 - **Metals:** Steel angle supports for rooftop unit; steel angle supports for lavatory tops.

07 - **Millwork/Carpentry:**

A. **Carpentry** - Furnish and install specified blocking for all wall mounted millwork and shelving as noted; furnish and install wood blocking at tenant provided TV locations. Furnish and install blocking at all restroom accessories locations.

**B. Architectural Millwork –**

1. Rooms #109A, 117, 120A, 122A, 122D, 121A (1 &2) and 126 (1, 2 &3) – 5 painted MDF shelves on specified standards and brackets.
2. Room #101 – Solid Surface check in counter top at specified height and with supports below.
3. Room #102 – Solid Surface counter top and backsplash at specified height and with supports below.
4. Rooms #110 & 124 – Under mounted sink with Solid Surface countertop, apron and backsplash with supports at specified height.
5. Rooms #116 & 125 – P-LAM base cabinets with Solid Surface countertop with backsplash and P-LAM upper cabinets at specified heights.
6. Room #120 – P-LAM base cabinets with Solid Surface countertop and ADA accessible drop in sink. P-LAM base cabinet and Solid Surface countertop at specified height. P-LAM full height pantry with double doors and adjustable shelves as specified.
7. Rooms #103, 114, 118 & 121 – P-LAM work surface at specified height with supports below.
8. Room #121 – P-LAM base cabinets and countertop on casters as specified.

**08 – Doors/Frames/Hardware:**

- A. Interior doors to be 3'-0" x 7'-0" paint grade doors with hollow metal knock down frames.
- B. All hardware to be ADA lever with specified locksets, hinges, silencers and door stops.
- C. Allow electric strikes for card readers to be provided by tenant's security vendor on specified doors.
- D. Building entry/ exit doors and hardware to be reconfigured as specified by plan.

**Glazing:** Rooms #102 and 103 to have sliding glass transaction window as specified.

**09 – Drywall and Acoustical Ceiling:**

- A. Drywall – Provide partitions per plans.
- B. Patch and repair existing walls are required.
- C. Ceilings – Provide ceiling per plans.
- D. Finishes - Provide finishes as scheduled per plans. Finishes to include porcelain tile as scheduled in Rooms 110, 115 and 124.

**10 – Specialties: Provide all appliances as specified on plans**

- A. Four (4) Full Size Refrigerators
- B. Two (2) Full Size Freezers
- C. Two (2) Built-in Dishwashers
- D. One (1) Convections oven with exhaust hood as specified.
- E. Four (4) Front Load Washing Machines
- F. Two (2) Front Load Dryers with Electronic Controls
- G. Two (2) Front Load Dryers with Manual Controls
- H. One (1) Under Counter Refrigerator
- I. Two (2) Coffee Brewers
- J. One (1) Under Cabinet Ice Maker
- K. Three (3) Microwaves

**11 – Equipment: As scheduled on plans.**

**12 – Furnishings: Not in Contract**

**13 – Special Construction: Not in Contract**

**14 – Conveying Systems: Not in Contract**

**15 – Mechanical/HVAC:**

- A. Demolition of existing mechanical per plans.
- B. Mechanical Roof Top Units as required for 24/7 operation.
- C. New ductwork, diffusers, and returns per mechanical plans and specifications.
- D. Toilet, kitchen, and dryer exhausts per mechanical plans and specifications.
- E. Thermostats and controls per mechanical plans and specifications.

**Plumbing:**

- A. Demolition of existing plumbing per plans.
- B. New water line per plumbing plans and specifications.
- C. Plumbing fixtures for pantry per plumbing plans and specifications.
- D. Plumbing fixtures for client restrooms per plumbing plans and specifications.
- E. Plumbing fixtures for staff restroom per plumbing plans and specifications.
- F. Plumbing for laundry rooms per plumbing plans and specifications.



**Fire Sprinkler System:**

- A. Reconfigure sprinkler system per plans, per code.

**16 – Electrical:**

- A. Demolition of existing electrical per plans
- B. Reconfigure fire alarm system per plans, per code.
- C. New 2'x2' and 2'x4' LED lighting fixtures in ACT ceiling
- D. New downlights, decorative light, and utility lights, per plans, per code
- E. Site lighting per plans

**EXHIBIT D**  
**SAMPLE ONLY**  
CERTIFICATE OF COMMENCEMENT

In accordance with the Lease dated \_\_\_\_\_, 2016, (the "Lease"), between CORNERSTONE MONTGOMERY, INC., a Maryland Corporation ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("Tenant") Landlord delivers to Tenant this Certificate of Commencement (this "Certificate") dated this \_\_ day of \_\_\_\_\_, 2016.

**Delivery**

By signing below, in accordance with Section 2 of the Lease, the County acknowledges receipt of keys and hereby accepts delivery of the Leased Premises located at 2 Taft Court, Rockville, Maryland with all Tenant Improvements substantially complete, subject to completion of the punch-list of even date herewith.

**Acknowledgements**

The undersigned Tenant hereby certifies the following information to be true and correct:

1. The Lease Commencement Date is \_\_\_\_\_, 2016.
2. The Rent Commencement Date is \_\_\_\_\_, 2016.
3. The Expiration Date is \_\_\_\_\_, 2031.
4. The Rentable Area of the Leased Premises is 12,000 rentable square feet.
5. Tenant's Proportionate Share of the Building is thirty-six and seventy-one hundredths percent (36.71%).
6. The Base Annual Rent is \$216,000.00, full service, net of utilities and janitorial.
7. The Base Monthly Rent is \$18,000.00, full service, net of utilities and janitorial.
8. The Amount of the Security Deposit is \$0.00.

(Signature Page Follows)

LANDLORD:  
**CORNERSTONE MONTGOMERY, INC.,**  
a Maryland Corporation

By: \_\_\_\_\_,  
its Agent

TENANT:  
**MONTGOMERY COUNTY, MARYLAND,**  
a Maryland limited liability company,  
a body corporate and politic and a political  
subdivision of the State of Maryland

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

**Exhibit E**  
**Subordination, Non-Disturbance, And Attornment Agreement**

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this 26th day of May, 2016 among Wells Fargo Bank, National Association (collectively with its successors or assigns the "Lender"), Cornerstone Montgomery, Inc. ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), (the Lender, the Landlord, and the Tenant together the "Parties").

**RECITALS**

A. Landlord and Tenant have entered into a certain Lease Agreement dated May \_\_\_\_, 2016 (the "Lease") for the premises consisting of 12,000 square feet, more or less (the "Leased Premises"). The Premises are part of the property located in Montgomery County, Maryland known as 2 Taft Court, Rockville, Maryland 20850 (the "Property") and more particularly described as:

Lot numbered 4-B in Block lettered "A" as per Plat entitled "**Ownership Plat Lots 4-A and 4-B, Block "A", an Ownership Plat of Lot 4, Block "A", Red Gate Industrial Park**", duly recorded among the Land Records of Montgomery County as Plat No. 24625, being part of Lot numbered Four (4) in Block lettered "A" in the subdivision known as "**Red Gate Industrial Park**", as per plat thereof duly recorded among the Land Records of Montgomery County in Plat Book 102, Plat 11503.

B. Lender and the Landlord have represented to the Tenant that the Lender will make one or more loans to the Landlord in the principal amount of SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100s DOLLARS (\$7,500,00.00) (the "Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified from time to time (the "Mortgage"), which includes an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the Premises under the Terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement, and the payment of the sum of \$10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Subordination and Consent. The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the



Mortgage. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in performance of the terms of the Loan that Lender may, at Lender's option, demand in writing sent to the Tenant by first class mail, postage prepaid and certified mail to the address provided below, that all payments of rent and additional rent due under the Lease must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than thirty (30) days after receiving the Lender's written demand for payment of rent directly to the Lender that Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. THE PARTIES AGREE THAT PAYMENTS MADE TO LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE TENANT FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord and the Lender fully indemnify the Tenant for any such payments made under this Paragraph, and the Lender will provide a defense to any claim for payment made by the Landlord or any party claiming through the Landlord for payments made by Tenant to the Lender under this Agreement.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as Tenant complies with and performs all of Tenant's material obligations under the Lease, (a) the Lease will remain in full force and effect as a direct Lease between the Lender, including the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the Lease term, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the Lease term in accordance with the provisions of the Lease, subject to the terms of the Lease. THE PARTIES AGREE THAT IF THE LENDER OR THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease term, and the Tenant will perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe

any of the terms, conditions, or agreements in the Lease, Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. Tenant will not terminate or rescind the Lease or withhold payments of rent or additional rent under the Lease for a period of thirty (30) days following receipt of written notice from the Lender of Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If Lender acts promptly upon notice from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default Lender is unable to complete the cure within thirty (30) days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed sixty (60) days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property securing repayment of the Loan by the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who will assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt or hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to:

Wells Fargo Bank, National Association  
Tysons Corner Business Banking  
MAC: R3076-033  
1753 Pinnacle Drive  
McLean, Virginia 22102

Attention: Lori A. Rieley, Vice President

If to the Landlord, to:

Cornerstone Montgomery, Inc.  
2 Taft Court, Second Floor  
Rockville, Maryland 20850

If to the County, to:

Montgomery County, Maryland



Department of General Services  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850

Attn: Director, Office of Real Estate

with a copy that goes to  
not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850

Attn: County Attorney

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the business day of hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

SIGNATURE PAGES FOLLOW

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Lori A. Rieley Vice President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2016 before me, the subscriber, appeared Lori A. Rieley, Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, named in the within instrument, and thereupon, she acknowledged that she executed and delivered the same as her act and deed as an officer of WELLS FARGO BANK, NATIONAL ASSOCIATION and as the act and deed of the company, for the purposes therein expressed.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

(Official Seal) My commission expires: \_\_\_\_\_



**CORNERSTONE MONTGOMERY, INC.**

By: \_\_\_\_\_ [SEAL]

Cari Guthrie Cho

President and Chief Executive Officer

STATE OF MARYLAND

)

) ss.

COUNTY OF \_\_\_\_\_

)

I CERTIFY that on \_\_\_\_\_, 2016 before me, the subscriber, appeared CARI GUTHRIE CHO, President and Chief Executive Officer of CORNERSTONE MONTGOMERY, INC., a nonprofit Maryland corporation, named in the within instrument, and thereupon, she acknowledged that she executed and delivered the same as her act and deed as an officer of CORNERSTONE MONTGOMERY, INC. and as the act and deed of the company, for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

(Official Seal) My commission expires: \_\_\_\_\_

**TENANT**

Montgomery County, Maryland  
a body corporate and politic and a political  
subdivision of the State of Maryland

By: \_\_\_\_\_  
Assistant Chief Administrative Officer

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By:

\_\_\_\_\_  
Associate County Attorney

Date: \_\_\_\_\_

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned officer,  
personally appeared \_\_\_\_\_, known to me to be an Assistant Chief  
Administrative Officer for Montgomery County, Maryland, and that he, as such Assistant Chief  
Administrative Officer, being authorized to do so, executed the foregoing Agreement by signing  
the name of Montgomery County, Maryland by himself as Assistant Chief Administrative  
Officer.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires On:

\_\_\_\_\_

**Exhibit F**  
**TENANT ESTOPPEL CERTIFICATE**

May 26, 2016

Wells Fargo Bank, National Association Tysons Corner Business Banking  
MAC: R3076-033  
1753 Pinnacle Drive  
McLean, Virginia 22102  
Attention: Lori A. Rieley, Vice President

Re: Lease Agreement dated May , 2016 ("Lease"), executed by and between Cornerstone Montgomery, Inc. ("Landlord"), and Montgomery County Maryland, ("Tenant") for leasing a certain premises containing approximately 12,000 square feet located at 2 Taft Court, Rockville, Maryland 20850 ("Leased Premises").

Landlord has requested that the County provide Landlord with an Estoppel Certificate as permitted from time to time under the terms of the above-referenced Lease. The County hereby acknowledges the following:

- (1) The Lease and all amendments to the Lease attached as Exhibit "A" hereto is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The term of the Lease shall upon substantial completion of Tenant's improvements as evidenced by the use of occupancy permit issued by the City of Rockville, estimated to be on or about November 1, 2016. The current term of the Lease is 15 years. The Lease provides for one (1) extension of the Lease for ten (10) years.
- (3) The Tenant shall commence the payment of rent under the Lease on the "Rent Commencement Date" (as such term is defined in the Lease). The initial annual net rent payable by the Tenant under the Lease is equal to \$216,000. No rent under the Lease has been or will be paid more than thirty (30) days in advance of its due date.
- (4) The Tenant paid no security deposit under the terms of the Lease.
- (5) The Lease represents the entire agreement between the Tenant and the Landlord with respect to the leasing of the Leased Premises, including, but not limited to, all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord, and to the conditions precedent to the occupancy of the Leased Premises by the Tenant.
- (6) As of the date that this Certificate is issued by the Tenant, the Tenant has no knowledge of any default by Landlord. As of the date that this Certificate is issued by the Tenant, the

Tenant has no knowledge of any offset, defense, deduction or claim against Landlord.

- (7) The Tenant is not in default under the Lease.
- (8) The Tenant has not assigned the Lease or sublet all or any portion of the Premises.
- (9) Any notices to be sent to the County should be sent in the form required in the Lease to:

Montgomery County, Maryland  
Office of Real Estate  
101 Monroe Street  
9th Floor  
Rockville, Maryland 20850

With a copy that does not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3rd Floor  
Rockville, Maryland 20850  
Attn: County Attorney

- (10) The undersigned is duly authorized to execute this Certificate.

[SIGNATURE PAGE FOLLOWS]



TENANT:  
MONTGOMERY COUNTY, MARYLAND,  
a body corporate and politic

By: \_\_\_\_\_  
Ramona Bell-Pearson, ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Cynthia Brenneman, Director  
Office of Real Estate