

**OFFICE LEASE**

**WHEATON PLAZA REGIONAL SHOPPING CENTER**

WHEATON PLAZA REGIONAL SHOPPING CENTER LLC,  
a Delaware limited liability company

as Landlord,

and

MONTGOMERY COUNTY, MARYLAND,

a Body Corporate and Politic and Political Subdivision of the State of Maryland

as County.

## OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (this "Lease"), entered into this 2nd day of June, 2017 by and between **WHEATON PLAZA REGIONAL SHOPPING CENTER LLC**, a Delaware limited liability company, having an address of c/o Westfield, LLC 2049 Century Park East, 41<sup>st</sup> Floor, Los Angeles, CA, 90067 (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").

### **1. BUILDING AND PREMISES.**

1.1 Premises. Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the premises described as Suites 504 and 506 comprising approximately 6,083 rentable square feet of space (the "Premises") on the fifth floor of the building, located at 11002 Veirs Mill Road, Wheaton, Maryland 20902 (the "Building"), as outlined on "Exhibit A," attached hereto and made a part hereof. Except as specifically set forth in the County Work Letter attached hereto as Exhibit B (the "County Work Letter"), County shall accept the Premises as of the Lease Commencement Date in its then existing "as-is" condition. Landlord and County acknowledge and agree that, for purposes of this Lease, the Premises shall be deemed to contain the rentable square feet set forth in this Section 1.1, and shall not be subject to remeasurement or modification during the initial Lease Term.

1.2 Project. The Building, the parking facilities servicing the Building (including surface parking surrounding the Building, the structured parking garage adjacent to the Building and other nearby surface parking lots) all as determined or designated by Landlord from time to time in its sole discretion (collectively, the "Building Parking Facility"), any outside plaza areas, the land (which is improved with landscaping and other improvements), either office building or buildings adjacent to the Building and the land upon which such adjacent office building or buildings are located, and other improvements surrounding the Building which are designated from time to time by Landlord as "Common Areas," as that term is defined below, appurtenant to or servicing the Building, and the land upon which any of the foregoing are situated, are herein sometimes collectively referred to as the "Project."

1.3 Common Areas. County shall have the non-exclusive right to use and enjoy in common with other tenants in the Project those portions of the Project which are provided for use in common by County and any other tenants of the Project (the "Common Areas"). In connection with the foregoing, except as specifically set forth in the County Work Letter, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. County also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of County's business.

1.4 Access. Except in the event of an emergency, or as otherwise specifically required pursuant to Applicable Laws (defined in Article 22, below) or the terms of this Lease, County shall be granted access to the Premises, the Building and the Building Parking Facility twenty-four (24) hours per day, seven (7) days per week, every day of the year, during the Lease Term (defined in Section 2.1 below), subject to all Applicable Laws, Landlord's reasonable access control procedures, and the terms of this Lease.

## **2. LEASE TERM.**

2.1 Lease Term. The "Lease Term" for the Premises shall commence on the Lease Commencement Date (defined in Section 2.2 below) and shall expire (unless sooner terminated or extended as hereinafter provided in this Lease) on the last day of the one hundred twentieth (120<sup>th</sup>) full calendar month following the Lease Commencement Date (the "Lease Expiration Date"). For purposes of this Lease, the term "Lease Year" shall mean each consecutive twelve (12) month period during the Lease Term, provided that the last Lease Year shall end on the Lease Expiration Date. At any time during the Lease Term, Landlord may deliver to County a notice of Lease Term dates in the form as set forth in Exhibit C, Certificate of Commencement Date attached hereto, which County shall execute and return to Landlord within five (5) business days of receipt thereof.

2.2 Lease Commencement Date. The "Lease Commencement Date" shall be defined as the date that is two weeks (i.e., 14 days) after Landlord delivers the Premises to County Ready for Occupancy (as defined in Section 5.1 of the County Work Letter). County shall have access to the Premises prior to the Lease Commencement Date to the extent provided in Section 6.1 of the County Work Letter.

## **3. OPTION(S) TO RENEW.**

3.1 Provided that the County is still in occupancy of the entire Premises (including any additional space added to the Premises under this Lease) (referred to herein as the "Renewal Premises") and is not in default of this Lease, the County, subject to the terms of this Section 3, shall have two (2) consecutive options (each, a "Renewal Option"), each having a duration of five (5) years (each, a "Renewal Term"), to renew the Lease Term for the Renewal Premises. The annual Rent payable by the County during a Renewal Term (the "Option Rent") shall be equal to the "Fair Market Rental" (defined below) for the Renewal Premises as of the commencement date of the applicable Renewal Term.

3.2 In the event the County shall wish to exercise a Renewal Option, then not more than fifteen (15) months nor less than ten (10) months prior to the then scheduled expiration of the Lease Term (as the same may have been previously extended pursuant to this Section 3), the County shall notify Landlord in writing of its interest in negotiating the Option Rent for the applicable Renewal Term ("Renewal Interest Notice"). No later than nine (9) months prior to the then scheduled expiration of the Lease Term (as the same may have been previously extended pursuant to this Section 3), Landlord shall deliver to the County in writing its proposed Option Rent for the applicable Renewal Term (the "Option Rent Notice"). Within thirty (30) days after receipt of Landlord's Option Rent Notice, the County shall notify Landlord in writing whether it exercises the Renewal Option for the applicable Renewal Term (a) at the Option Rent set forth in

Landlord's Option Rent Notice, or (b) at the Option Rent determined by the procedure set forth in Section 3.3 below (the "Renewal Exercise Notice"). In the event that the County does not deliver a Renewal Interest Notice, or a Renewal Exercise Notice, the County's right to exercise such Renewal Option shall terminate immediately, and Landlord shall be relieved of any and all liability created by the grant of such Renewal Option for the applicable Renewal Period and any remaining Renewal Period thereafter.

3.3 If the County exercises the Renewal Option pursuant to Section 3.2(b) above, then Landlord and the County shall attempt to agree upon the Option Rent using their best good-faith efforts. If Landlord and the County fail to reach agreement on the Option Rent within ten (10) days following the Landlord's receipt of the Renewal Exercise Notice pursuant to Section 3.2(b) above (the "Outside Date"), then each party shall make a separate determination of the Option Rent within fifteen (15) days following the Outside Date, and such determinations shall be submitted to arbitration in accordance with Sections 3.3(a) through 3.3(g) below.

(a) Within fifteen (15) days after the applicable Outside Date, Landlord and the County shall each appoint one (1) arbitrator who shall by profession be a real estate broker who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of commercial high-rise properties in the Wheaton, Maryland submarket. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or the County's submitted Option Rent is the closest to the actual Option Rent as determined by the arbitrators, taking into account the requirements of Section 3.4 of this Lease.

(b) The two (2) arbitrators so appointed shall within ten (10) days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third (3<sup>rd</sup>) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators.

(c) The three (3) arbitrators shall within thirty (30) days of the appointment of the third (3<sup>rd</sup>) arbitrator reach a decision as to whether the parties shall use Landlord's or the County's submitted Option Rent, and shall notify Landlord and the County thereof.

(d) The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and the County.

(e) If either Landlord or the County fails to appoint an arbitrator within fifteen (15) days after the applicable Outside Date, the arbitrator appointed by one of them shall reach a decision, notify Landlord and the County thereof, and such arbitrator's decision shall be binding upon Landlord and the County.

(f) If the two (2) arbitrators fail to agree upon and appoint a third (3<sup>rd</sup>) arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third (3<sup>rd</sup>) arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instruction set forth in this Section 3.3.

(g) The cost of the arbitration shall be paid by Landlord and the County equally.

3.4 The "Fair Market Rental" shall be equal to the annual base rent, taking into account all escalations, at which, as of the commencement of the applicable Renewal Term, tenants are leasing non-sublease, non-encumbered, non-equity, non-expansion space comparable in size, location and quality to the Renewal Premises for a term of five (5) years, in an arm's-length transaction, which comparable space is identified in the Building, the Project or any other buildings comparable (in terms of age, exterior appearance, quality of construction, location, size, services and amenities offered and institutional ownership) to the Building in the Wheaton, Silver Spring, North Bethesda and White Oak submarkets, and which comparable transactions (collectively, the "Comparable Transactions") are entered into within the six (6) month period immediately preceding Landlord's delivery of the Option Rent Notice, taking into consideration only the following concessions (the "Concessions"): (a) rental abatement concessions, if any, being granted such tenants in connection with such comparable space; and (b) tenant improvements or allowances provided or to be provided for such comparable space, taking into account, and deducting the value of, the existing improvements in the Renewal Premises, such value to be based upon the age, condition, design, quality of finishes and layout of the improvements and the extent to which the same can be utilized by County based upon the fact that the precise tenant improvements existing in the Renewal Premises are specifically suitable to County; (c) any "base year" or "expense stop" applicable thereto; and (d) other reasonable monetary concessions being granted such tenants in connection with such comparable space; provided, however, that in calculating the Fair Market Rental, no consideration shall be given to (i) the fact that Landlord is or is not required to pay a real estate brokerage commission in connection with County's exercise of its right to lease the Renewal Premises during the applicable Renewal Term or in connection with the Comparable Transactions, and (ii) any period of rental abatement, if any, granted to tenants in Comparable Transactions in connection with the design, permitting and construction of tenant improvements in such comparable spaces. If in determining the Fair Market Rental a tenant improvement allowance is granted under item (b) above, Landlord may, at Landlord's sole option, elect any or a portion of the following: (A) to grant some or all of the Concessions to County in the form as described above (i.e., as free rent or as an improvement allowance), and (B) to adjust the base rental rate component of the Fair Market Rental to be an effective rental rate which takes into consideration the total dollar value of the Concessions (in which case the Concessions evidenced in the effective rental rate shall not be granted to County).

3.5 Upon the timely exercise of the applicable Renewal Option, this Lease shall continue for the applicable Renewal Term under all the same terms and conditions applicable to the initial Lease Term, with the exception that (a) the Base Rent for the applicable Renewal Term shall be at the Fair Market Rental for the Renewal Premises as of the commencement of the applicable Renewal Term, as agreed to by Landlord and County pursuant to either Section 3.2(a) or 3.2(b) above, (b) the Base Year (as defined in Section 5.2 below) during such applicable Renewal Term shall be deemed to be the calendar year during which the applicable Renewal Term commences and (c) County shall be granted any Concessions (as defined in Section 3.4 above) mutually agreed upon by Landlord and County as a part of the Fair Market Rental determination.

3.6 The rights contained in this Section 3 shall be personal to County and may only be exercised by County (and not any assignee, sublessee or other transferee of County's

interest in this Lease) if County occupies the entire Renewal Premises. County shall not have the right to exercise any Renewal Option if, as of the date of the attempted exercise of any such Renewal Option, or as of the commencement of the applicable Renewal Term, County is in default under this Lease beyond any applicable notice and cure period set forth in this Lease. Time is of the essence with respect to the delivery of the Renewal Interest Notice and the Renewal Exercise Notice. In no event shall the County have the right to exercise the second Renewal Option in the event that the County fails to exercise the first Renewal Option.

#### **4. BASE RENT; PAYMENT OF RENT**

County's obligation to pay Rent (as defined in Section 5.1 below) shall commence on the Lease Commencement Date. Landlord shall not require County to deposit with Landlord any security deposit as security for the faithful performance by County of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. County shall pay, without notice or demand, except as otherwise set forth in this Lease, to Landlord at its office in the Building, by check for lawful money of the United States of America or wire transfer, base rent ("Base Rent") as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>
1	\$164,241.00	\$13,686.75
2	\$168,347.03	\$14,028.92
3	\$172,555.70	\$14,379.64
4	\$176,869.59	\$14,739.13
5	\$181,291.33	\$15,107.61
6	\$185,823.62	\$15,485.30
7	\$190,469.21	\$15,872.43
8	\$195,230.94	\$16,269.24
9	\$200,111.71	\$16,675.98
10 – Lease Expiration Date	\$205,114.50	\$17,092.88

Base Rent shall be payable in equal monthly installments in advance on or before the first day of each month during the Lease Term, without any setoff or deduction whatsoever, except as otherwise set forth in this Lease. Notwithstanding the foregoing, the Base Rent for the first full month of the Lease Term shall be paid at the time of County's execution of this Lease. If

any rental payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental payment is for a period which is shorter than one month, then the rental for any such fractional month shall be a proportionate amount of a full calendar month's rental. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

## **5. ADDITIONAL RENT; OPERATING EXPENSES; TAX EXPENSES.**

5.1 Additional Rent. In addition to paying the Base Rent specified in Article 4 of this Lease, County shall pay as additional rent County's Share of the annual Operating Expenses and Tax Expenses (as those terms are defined in Section 5.2 below), which are in excess of Operating Expenses and Tax Expenses, respectively incurred in the Base Year. Such additional rent, together with any and all other amounts payable by County to Landlord pursuant to the terms of this Lease, shall be hereinafter collectively referred to as the "Additional Rent." The Base Rent and Additional Rent are herein collectively referred to as the "Rent." Without limitation on other obligations of County which shall survive the expiration of the Lease Term, the obligations of County to pay the Additional Rent provided for in this Article 5 shall survive the expiration of the Lease Term.

5.2 Definitions. As used in this Article 5, the following terms shall have the meanings hereinafter set forth:

- a) "Base Year" shall mean the calendar year 2017.
- b) "County's Share" shall be 6.93% (i.e., 6,083 rentable square feet divided by 87,834 rentable square feet; multiplied by 100; and then rounded to the nearest one-hundredth).
- c) "Expense Year" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.
- d) "Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord shall pay during the Base Year and any Expense Year following the Base Year because of or in connection with the ownership, management, maintenance, repair, replacement, restoration or operation of the Project, including, without limitation, any amounts paid for (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, renovating and managing the utility systems, mechanical systems, sanitary and storm drainage systems, and any elevator systems, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with the implementation and operation of a transportation system management program or similar program; (iii) the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees or the lessor of any underlying or ground lease affecting the Project and/or the Building; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project and/or the Building; (v) the cost of parking area repair, restoration, and maintenance, including, but not limited to, resurfacing, repainting, restriping, and cleaning; (vi) fees, charges

and other costs, including consulting fees, legal fees and accounting fees, of all contractors engaged by Landlord or otherwise reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Building and Project; (vii) any equipment rental agreements or management agreements (including the cost of any management fee (subject to the limitations set forth in Operating Expense exclusion (y) below) and the fair rental value of any office space provided thereunder); (viii) wages, salaries and other compensation and benefits of all persons engaged in the operation, management, maintenance or security of the Project and/or the Building, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any employees of Landlord provide services for more than one building of Landlord, then a prorated portion of such employees' wages, benefits and taxes shall be included in Operating Expenses based on the portion of their working time devoted to the Building; (ix) payments under any easement, license, operating agreement, declaration, restrictive covenant, underlying or ground lease (excluding rent), or instrument pertaining to the sharing of costs by the Building; (x) operation, repair, maintenance and replacement of all systems and equipment, and components thereof of the Building; (xi) the cost of janitorial service, alarm and security service, window cleaning, trash removal, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common or public areas or facilities, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building and Project; and (xiii) the cost of any capital improvements or other costs (I) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Project and/or the Building, (II) made to the Project and/or the Building that are required under any governmental law or regulation, or (III) which are reasonably determined by Landlord to be in the best interest of the Building and/or Project; provided, however, that if any such cost described in (I), (II) or (III), above, is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine. If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Building is not at least 95% occupied during all or a portion of any Expense Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year or applicable portion thereof, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Building been 95% occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, or applicable portion thereof. Only as provided hereinafter in this sentence and the immediately following sentence, in the event Landlord incurs costs or expenses in any Expense Year following the Base Year associated with or relating to separate items or categories or subcategories of Operating Expenses which were not part of Base Year Operating Expenses, Base Year Operating Expenses shall be deemed increased by the amounts Landlord would have incurred during the Base Year with respect to such costs and expenses had such separate items or categories or subcategories of Operating Expenses been included in Base Year Operating Expenses. The foregoing shall only apply as follows: in the



event and to the extent any portion of the Building is covered by a warranty or service agreement which provides warranty-type protection at any time during the Base Year and is not covered by such warranty or such warranty-type protection under such warranty or service agreement in a subsequent Expense Year to the same extent, Base Year Operating Expenses shall be deemed increased by the amount Landlord would have incurred during the Base Year with respect to the items or matters covered by the subject warranty or warranty-type protection had such warranty or such service agreement not been in effect during the Base Year.

Notwithstanding anything to the contrary set forth in this Article 5, when calculating Operating Expenses for the Base Year, Operating Expenses shall exclude market-wide labor-rate increases due to extraordinary circumstances, including, but not limited to, boycotts and strikes, and utility rate increases due to extraordinary circumstances including, but not limited to, conservation surcharges, boycotts, embargoes or other shortages or amortized costs relating to capital improvements. In no event shall the components of Operating Expenses for any Expense Year related to Project utility, services, or insurance costs be less than the components of Operating Expenses related to Project utility, services, or insurance costs in the Base Year.

Notwithstanding anything to the contrary in this Lease, the following items shall be excluded from Operating Expenses:

- (1) any items included in Tax Expenses;
- (2) except as permitted pursuant to items (xii) and (xiii), above, principal or interest on indebtedness, debt amortization or ground rent paid by Landlord in connection with any mortgages, deeds of trust or other financing encumbrances, or ground leases of the Building or the Project;
- (3) capital improvements to the Building or the Project, other than those permitted pursuant to items (xii) and (xiii), above;
- (4) legal, auditing, consulting and professional fees and other costs paid or incurred in connection with financings, refinancings or sales of any interest in Landlord or of Landlord's interest in the Building or the Project or in connection with any ground lease (including, without limitation, recording costs, mortgage recording taxes, title insurance premiums and other similar costs, but excluding those legal, auditing, consulting and professional fees and other costs incurred in connection with the normal and routine maintenance and operation of the Building and/or the Project);
- (5) legal fees, space planner's fees, architect's fees, leasing and brokerage commissions, advertising and promotional expenditures and any other marketing expense incurred in connection with the leasing of space in the Building (including new leases, lease amendments, lease terminations and lease renewals);
- (6) the cost of any items to the extent to which such cost is reimbursed to Landlord by tenants of the Project (other than as a reimbursement of operating expenses), or other third parties, or is covered by a warranty to the extent of reimbursement for such coverage;

(7) expenditures for any leasehold improvement which is made in connection with the preparation of any portion of the Building for occupancy by any tenant of the Building or the Project;

(8) the cost of performing work or furnishing service to or for any tenant other than County, at Landlord's expense, to the extent such work or service is in excess of any work or service Landlord is obligated to provide to County or generally to other tenants in the Building at Landlord's expense;

(9) the cost of repairs or replacements incurred by reason of fire or other casualty, or condemnation, to the extent Landlord actually receives proceeds of property and casualty insurance policies or condemnation awards or would have received such proceeds had Landlord maintained the insurance required to be maintained by Landlord under this Lease;

(10) the cost of acquiring sculptures, paintings or other objects of fine art in the Building;

(11) bad debt loss, rent loss, or reserves for bad debt or rent loss;

(12) unfunded contributions to operating expense reserves by other tenants;

(13) contributions to charitable or political organizations;

(14) expenses related solely and exclusively to the operation of the retail space in the Project;

(15) damage and repairs necessitated by the gross negligence or willful misconduct of Landlord Parties;

(16) fees, costs and expenses incurred by Landlord in connection with or relating to claims against or disputes with tenants of the Building or the Project;

(17) interest, fines or penalties for late payment or violations of Applicable Laws by Landlord, except to the extent incurring such expense is either (1) a reasonable business expense under the circumstances, or (2) caused by a corresponding late payment or violation of an Applicable Law by County, in which event County shall be responsible for the full amount of such expense;

(18) costs for the original construction and development of the Building and nonrecurring costs for the repair or replacement of any structural portion of the Building made necessary as a result of defects in the original design, workmanship or materials;

(19) costs and expenses incurred for the administration of the entity which constitutes Landlord, as the same are distinguished from the costs of operation, management, maintenance and repair of the Building and/or the Project, including, without limitation, entity accounting and legal matters;

(20) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated on a reasonable basis to reflect time spent on the operation and management of the Project vis-à-vis time spent on matters unrelated to the operation and management of the Project;

(21) depreciation for the Building, except as permitted pursuant to items (xii) and (xiii), above;

(22) reserves for future improvements, repairs, additions, etc.; and

(23) fees payable by Landlord for management of the Project in excess of three percent (3%) of Landlord's gross rental revenues, adjusted and grossed up to reflect a one hundred percent (100%) occupancy of the Project with all tenants paying full rent (specifically disregarding free or abated rent), including base rent, pass-through, and parking fees (but excluding the cost of after-hours services or utilities) from the Project for any Expense Year or portion thereof.

Notwithstanding anything to the contrary set forth herein, in no event shall Controllable Expenses (defined below) for any Expense Year exceed 106% of the Controllable Expenses incurred for the prior Expense Year, it being acknowledged that such cap on Controllable Expenses shall be calculated on a non-cumulative basis. Other than with respect to Controllable Expenses, Operating Expenses shall not be subject to any cap. "Controllable Expenses" shall mean all Operating Expenses other than Union Costs (defined below), Tax Expenses, and costs, expenses and fees for insurance, utilities and removing and controlling ice and snow. "Union Costs" shall mean Operating Expenses that are union costs, expenses and fees related to engineering, security, cleaning, janitorial and/or other common services regulated by unions provided to tenants' premises, the Building and/or the Project.

e) "Tax Expenses" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary (including, without limitation, real estate taxes, general and special assessments, special assessment district payments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by County, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Building), which Landlord shall pay because of or in connection with the ownership, leasing and operation of the Project or Landlord's interest therein. Tax Expenses shall include, without limitation: (i) any tax on Landlord's rent, right to rent or other income from the Project or as against Landlord's business of leasing any of the Project; (ii) any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by County of the Premises, or any portion thereof; and (iii) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which County is a party, creating or transferring an interest or an estate in the Premises.

### 5.3 Allocation of Operating Expenses and Tax Expenses.

5.3.1 Method of Allocation. The Parties acknowledge that the Building is a part of a multi-building project and that the costs and expenses incurred in connection with the Project (i.e. the Operating Expenses and Tax Expenses) should be shared between the tenants of the Building and the tenants of the other buildings in the Project. Accordingly, as set forth in Section 5.2, above, Operating Expenses and Tax Expenses are determined annually for the Project as a whole, and a portion of the Operating Expenses and Tax Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the tenants of the Building (as opposed to the tenants of any other buildings in the Project) and such portion shall be the Operating Expenses and Tax Expenses for purposes of this Lease. Such portion of Operating Expenses and Tax Expenses allocated to the tenants of the Building shall include all Operating Expenses and Tax Expenses attributable solely to the Building and an equitable portion of the Operating Expenses and Tax Expenses attributable to the Project as a whole.

5.3.2 Cost Pools. Landlord shall have the right, from time to time, to equitably allocate some or all of the Operating Expenses and Tax Expenses for the Project among different portions or occupants of the Project (the "Cost Pools"), in Landlord's discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants of a building of the Project or of the Project, and the retail space tenants of a building of the Project or of the Project. The Operating Expenses and Tax Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

#### 5.4 Calculation and Payment of Additional Rent.

5.4.1 Calculation of Excess and Undercharge. If for any Expense Year ending or commencing within the Lease Term, County's Share of Operating Expenses and/or Tax Expenses for such Expense Year exceeds County's Share of Operating Expenses and/or Tax Expenses, respectively for the Base Year, then County shall pay to Landlord, in the manner set forth in Section 5.4.2, below, and as Additional Rent, an amount equal to the excess (the "Excess").

5.4.2 Statement of Actual Operating Expenses and Tax Expenses and Payment by County. Following the end of each Expense Year, Landlord shall give to County a reasonably detailed statement (the "Statement") which Statement shall state the actual Operating Expenses and Tax Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year ending during the Lease Term, if an Excess is present, County shall pay, with its next installment of Base Rent, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as "Estimated Excess," as that term is defined in Section 5.4.3 below. Even though the Lease Term has expired and County has vacated the Premises, when the final determination is made of County's Share of the Operating Expenses and Tax Expenses for the Expense Year in which this Lease terminates, if an Excess is present, County shall, within thirty (30) days of receipt of a Statement setting forth the Excess, pay to Landlord an amount as calculated pursuant to the provisions of Section 5.4.1 of this Lease. If any such Statement reflects that County has overpaid County's Share of Operating Expenses and/or Tax Expenses for such Expense Year, Landlord shall, at its option either credit such overpayment toward County's next rent payment(s) under this Lease, or remit to County with such applicable Statement the amount of

the overpayment. The provisions of this Section 5.4.2 shall survive the expiration or earlier termination of the Lease Term.

5.4.3 Statement of Estimated Operating Expenses and Tax Expenses.

Landlord, at Landlord's option, may elect to give County a yearly expense estimate statement (the "Estimate Statement") which Estimate Statement shall set forth Landlord's reasonable estimate (the "Estimate") of what the total amount of Operating Expenses and Tax Expenses for the then-current Expense Year shall be and the estimated Excess (the "Estimated Excess") as calculated by comparing County's Share of Operating Expenses and Tax Expenses, which shall be based upon the Estimate, to County's Share of Operating Expenses and Tax Expenses for the Base Year. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Excess under this Article 5. If pursuant to the Estimate Statement an Estimated Excess is calculated for the then-current Expense Year, County shall pay, with its next installment of Base Rent, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 5.4.3). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, County shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to County.

5.5 Taxes.

5.5.1 Tax Expenses. County shall pay as Additional Rent, in accordance with Sections 5.3 and 5.4, above, County's Share of the annual Tax Expenses, which are in excess of Tax Expenses incurred in the Base Year.

5.5.2 Taxes and Other Charges for Which County Is Directly Responsible. In addition to County's Share of Tax Expenses that County shall pay to Landlord as set forth in Section 5.5.1, above, County shall reimburse Landlord upon demand for any and all taxes or assessments required to be paid by Landlord (except to the extent included in Tax Expenses by Landlord), excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the Parties hereto, when:

(a) Said taxes are measured by or reasonably attributable to the cost or value of County's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for County, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in County or Landlord;

(b) Said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by County of the Premises or any portion of the Project (including the Building Parking Facility);

(c) Said taxes are assessed upon this transaction or any document to which County is a party creating or transferring an interest or an estate in the Premises; or

(d) Said assessments are levied or assessed upon the Project or any part thereof or upon Landlord and/or by any governmental authority or entity, and relate to the construction, operation, management, use, alteration or repair of mass transit improvements.

5.6 Right to Audit. In the event County shall dispute the correctness of any Statement, County shall have the right to audit Landlord's books and records relating to the Statement, provided that (i) such audit is conducted no later than one hundred twenty (120) days following receipt of such Statement, (ii) County is not then in default under this Lease and (iii) County has paid all amounts required to be paid under the applicable Estimate Statement and Statement, as the case may be. In no event shall an audit by County be conducted on a contingency fee basis, nor shall an audit by County be conducted on any other similar basis where a portion of the auditor's compensation is tied to the results of the audit. County shall provide Landlord not less than thirty (30) days' prior written notice of the date on which County's independent certified public accountant from a regionally recognized accounting firm desires to examine Landlord's books and records pertaining to the Statement during regular business hours, and Landlord shall reasonably cooperate with such accountant. In connection with such inspection, County and its accountant must agree in advance to follow Landlord's reasonable rules and procedures regarding inspections of Landlord's books and records, and shall keep all such information obtained from such inspection strictly confidential and not disclose such information to any third parties (other than as expressly required by applicable law or court order). If such audit shows that the amounts paid by County to Landlord on account of increases in Operating Expenses and Tax Expenses exceeded the amounts to which Landlord was entitled hereunder in accordance with the applicable provisions of this Lease, then provided that Landlord does not dispute the results of such audit, Landlord shall apply the amount of such excess as a credit against the next payments of Operating Expenses and Tax Expenses coming due under this Lease until such excess is fully credited, or if the Lease Term has expired, Landlord shall refund to County the amount of such excess within thirty (30) days of the date Landlord is notified in writing of such error that Landlord does not dispute. If such audit shows that the amounts paid by County to Landlord on account of increases in Operating Expenses and Tax Expenses were less than the amounts to which Landlord was entitled hereunder, County shall pay to Landlord the amount of such shortfall within thirty (30) days of the date County is notified of thereon. All costs and expenses of any such audit shall be paid by County, except if such audit discloses that the amounts paid by County to Landlord exceeded the amounts to which Landlord was entitled by more than five percent (5%) and Landlord does not dispute the results of such audit, Landlord shall promptly reimburse County for the reasonable costs and expenses actually incurred by County in such audit. County shall keep the results of any such audit confidential and shall not disclose the results of such audit to any third parties (other than as expressly required by applicable law or court order). County shall not be entitled to delay any payment under this Lease during the pendency of any such inspection, audit or dispute. County's failure to dispute the amount of Additional Rent set forth in any Statement within one hundred twenty (120) days of County's receipt of such Statement shall be deemed to be County's approval of such Statement and County, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. County hereby acknowledges that County's sole right to inspect Landlord's books and

records and to contest the amount of Operating Expenses and Tax Expenses payable by County shall be as set forth in this Section 5.6. The rights to inspect Landlord's books and records set forth in this Section 5.6 above are personal to County, including any permitted assignee to whom County's interest in this Lease has been assigned in accordance with the terms of Article 15 below (a "Permitted Assignee"), and may only be exercised by County or its Permitted Assignee (and not any other assignee, sublessee or transferee of County's interest in this Lease).

## **6. USE OF PREMISES.**

6.1 In General. County shall use the Premises only for general office use consistent with a first-class office building only (the "Permitted Use") and for no other use or purpose, unless first approved in writing by Landlord, which approval Landlord may withhold in its sole discretion. County agrees that it shall not use, or permit any person to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in Exhibit D, attached hereto, or in violation of the laws of the United States of America, the State of Maryland, or the ordinances, regulations or requirements of any local, municipal or county governing body or other lawful authorities having jurisdiction over the Project. County shall implement and enforce standard procedures and policies reasonably designed to prevent disturbances of tenants, occupants or visitors of the Building. Such procedures and policies will include, without limitation, implementing security measures as more particularly described in Section 7.6 below. County shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Project. County shall not use or allow another person or entity to use any part of the Premises or the Building for the storage, use, treatment, manufacture or sale of hazardous materials or hazardous substances (as defined under applicable laws). County shall also be responsible, at its sole cost and expense, for obtaining all operating permits, licenses and governmental approvals necessary for the operation of the Permitted Use and for determining that the Premises and Building are suitable for the Permitted Use (including, without limitation, with respect to zoning and capacity of Building systems) and neither Landlord nor its agents has made or is making any representations or warranties as to the suitability of the Premises or the Building for the Permitted Use.

### **6.2 Hazardous Materials.**

6.2.1 Restrictions on Use. Except for (i) general office supplies typically used in an office area in the ordinary course of business, such as copier toner, liquid paper, glue, ink, and cleaning solvents, but only to the extent the same are used by County in the manner for which they were designed and in compliance with all applicable laws, and (ii) customary medical materials, wastes and substances (A) which are used in such amounts as may be normal for the business operations conducted by County on the Premises, and (B) which are handled and disposed of by County (as opposed to by Landlord) in a safe and healthful manner, in accordance with all applicable governmental laws, rules and regulations, and in accordance with the applicable provisions of this Lease (and in no event in any Building waste container), neither County nor its agents, employees, contractors, licensees, sublessees, or assignees (collectively, "County Parties"), shall use, generate, handle, store, treat, practice or dispose of (collectively, "use") any "Hazardous Materials," as that term is defined in Section 6.2.2, below, in, on, under or about the Premises, the Building or the Project. Neither Landlord's consent to County's use of Hazardous Materials pursuant to the terms of this Section 6.2 nor the strict compliance with applicable laws

by County shall in any manner whatsoever excuse County's compliance with the remainder of this Section 6.2. In the event that County shall utilize Hazardous Materials as permitted pursuant to this Section 6.2, (A) upon request, County shall promptly deliver to Landlord copies of all permits, approvals, filings, reports and hazardous wastes manifests, if any are required, reflecting the legal and proper generation, production, use, storage, treatment or disposal of all Hazardous Materials; and (B) upon expiration or earlier termination of this Lease, County shall cause all Hazardous Materials arising out of or related to the use or occupancy of the Premises by County, or its agents, employees, contractors, sublessees, or assigns, to be removed from the Premises and the Project, and transported for use, storage or disposal in accordance with all applicable laws, regulations and ordinances. If County breaches any of the foregoing covenants and restrictions, County shall be solely responsible for and shall subject to statutory limitations contained herein, indemnify, defend and hold harmless the Landlord from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in valuation of the Premises, Building or Project, and sums paid in settlement of claims and for attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result thereof (including, without limitation, any contamination arising from the activities which are the basis for such breach). This indemnification of Landlord by County includes, within statutory limitations and appropriations, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work. County shall promptly take all actions, at its sole cost and expense, as are necessary to remediate the Hazardous Materials introduced by County or otherwise resulting from County's occupancy and return the Premises, Building and/or Project to the condition existing prior to the introduction of any such Hazardous Materials, provided Landlord's reasonable approval of such actions shall first be obtained and County shall fully cooperate in connection with any such clean-up, restoration or other work, at County's sole cost and expense. Furthermore, County shall immediately notify Landlord in writing of: (w) any accidental, unexpected or illegal spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Project, or any portion thereof; (x) any enforcement, clean up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials laws or ordinances; (y) any claim made or threatened by any person against County, the Premises or the Project relating to damage, contribution, cost, recovery, compensation, loss or injury resulting from, or claim to result from, any Hazardous Materials; and (z) any reports of County made to any environmental agency arising out of or in connection with any Hazardous Materials in, on or removed from the Premises or the Project, including any complaints, notices, warnings, reports or asserted violations in connection therewith. County shall also supply to Landlord as promptly as possible, and in any event within ten (10) business days after County first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Project, or County's use thereof. County acknowledges that Landlord, at Landlord's election, shall have the sole right, to be exercised by Landlord in good faith, at County's expense, to negotiate, defend, approve and appeal any action taken or order issued by any governmental authority with regard to any Hazardous Material contamination which County is obligated hereunder to remediate.

**6.2.2 Definition of Hazardous Materials.** As used in this Lease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous, infectious or toxic substances, material, or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "infectious waste", "biohazardous" material or "toxic substances" now or subsequently



regulated under any applicable federal, state or local laws or regulations, including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, including any different products and materials which are subsequently found to have adverse effects on the environment or the health or safety of persons.

6.2.3 Survival. The respective rights and obligations of Landlord and County under this Section 6.2 shall survive the expiration or earlier termination of this Lease.

## **7. SERVICES AND UTILITIES.**

7.1 Standard Tenant Services. Landlord shall provide the following services and utilities twenty-four (24) hours per day on every day during the Lease Term, unless otherwise stated below.

7.1.1 Subject to reasonable change implemented by Landlord and all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning when necessary for normal comfort for normal office use in the Premises ("HVAC") from Monday through Friday from 7 a.m. to 7 p.m. and on Saturday from 8:00 a.m. to 1:00 p.m., except for the date of observation of locally and nationally recognized holidays (collectively, the "Holidays"). The daily time periods identified hereinabove are sometimes referred to as the "Business Hours."

7.1.2 Landlord shall at all times provide electricity to the Premises (including adequate electrical wiring and facilities for connection to County's lighting fixtures and other equipment) for lighting and power suitable for the Permitted Use. Landlord shall also provide (i) city water for use in connection with any plumbing fixtures now or hereafter installed in the Premises and the Building in accordance with this Lease, (ii) janitorial services five (5) days per week except the date of observation of the Holidays, in and about the Premises, and (iii) nonexclusive, non-attended automatic passenger elevator service at all times. Landlord makes no representation with respect to the adequacy or fitness of the air conditioning or ventilation equipment in the Building to maintain temperatures which may be required for, or because of, any equipment of County other than normal fractional horse power office equipment and similar capacity medical equipment or machines and Landlord shall have no liability for loss or damage in connection therewith. If County uses electricity, water or heat or air conditioning in excess of that supplied by Landlord pursuant to Section 7.1 of this Lease, County shall pay to Landlord, upon billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; and Landlord may install devices to separately meter any increased use and in such event County shall pay the increased cost directly to Landlord, on demand, including the cost of such additional metering devices. Landlord may increase the hours or days during which air conditioning, heating and ventilation are provided to the Premises and the Building to accommodate the usage by tenants occupying two-thirds or more of the rentable square feet of the Building or to conform to practices of other buildings in the area comparable to the Building.

7.1.3 Landlord shall provide custodial and janitorial services to the Premises in and about the Premises (but in no event shall Landlord be obligated to dispose of or handle any Hazardous Materials, which Hazardous Materials shall be handled and disposed of by County, at County's sole cost, in a safe and healthful manner, in accordance with all applicable governmental laws, rules and regulations, and in no event shall any Hazardous Materials "pick-up" boxes be located in any Common Area at any time, including, without limitation, any pick-up boxes outside, or hanging on, County's door(s)) in accordance with the standards set forth on Exhibit H attached hereto, five (5) nights per week after 6:00 p.m., except the date of observation of Holidays, and window washing services in accordance with the standards set forth on Exhibit H attached hereto. Landlord shall require any custodial or janitorial contractor it retains to perform the foregoing services to perform background checks on its employees providing such services, provided that Landlord shall not be responsible for vetting such employees or determining whether such employees satisfy such background checks, it being acknowledged that the custodial or janitorial contractor shall be solely responsible for the same.

7.1.4 Landlord shall provide at least one (1) onsite building engineer and one (1) roving security guard who also roves the Wheaton Plaza Regional Shopping Center mall, each of whom shall be available at all times that coincide with Business Hours.

7.2 After-Hours Use. Upon reasonable prior notice by County from time to time, Landlord shall provide heat, ventilation and cooling adequate for the comfortable use and occupancy of the Premises outside Business Hours (the "After-Hours HVAC"). County shall pay Landlord within thirty (30) days of demand for any such After-Hours HVAC at the hourly cost established by Landlord for such After-Hours HVAC, provided that in no event shall the cost for After-Hours HVAC exceed \$60.00 per hour, unless Landlord's Actual Cost (defined below) for such service exceeds \$60.00 per hour, in which event, County shall pay to Landlord the Actual Cost for After-Hours HVAC. "Actual Cost" shall mean the actual cost incurred by Landlord (to the extent not duplicative of costs included in Operating Expenses), as reasonably determined by Landlord, including reasonable depreciation and administration costs, but without charge for overhead or profit.

7.3 Interruption of Use. County agrees that Landlord shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of County or other Parties, or by any other cause; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of County's use and possession of the Premises or relieve County from paying rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, County's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any services or utilities.

7.4 Additional Services. Landlord shall also have the exclusive right, but not the obligation, to provide any additional services which may be required by County, including, without limitation, locksmithing, lamp replacement, additional janitorial service, and additional repairs and maintenance, provided that County shall pay to Landlord upon billing, the sum of all costs to Landlord of such additional services, plus an administration fee. Charges for any service for which County is required to pay from time to time hereunder, shall be deemed Additional Rent hereunder and shall be billed on a monthly basis.

7.5 Building Key Cards. Landlord, at its sole cost and expense (and not as a part of Operating Expenses), shall install Building standard security card key locks and readers at the first floor lobby main entrance to the Building and at all other entrances and service corridor access points for the first and third floors of the Building. Landlord shall provide County card keys at a ratio of five (5.0) card keys per each 1,000 rentable square feet comprising the Premises.

7.6 County's Security Personnel. County shall, at its sole and cost and expense, during the Term, secure the services of at least one unarmed security personnel, who shall be stationed at the Premises. Such security personnel shall provide security services to the Premises and the Building pursuant to the terms hereof during County's standard business hours. In connection with the foregoing, such security personnel shall be instructed to perform perimeter checks in the lobby of the Building and the area immediately surrounding the Building at least every two (2) hours during County's standard business hours. Notwithstanding any provision to the contrary contained in this Lease, if County fails to comply with the requirements to secure and maintain an unarmed security personnel, and to conduct the perimeter checks described in this Section 7.6 and cure any non-compliance with the foregoing requirements within five (5) business days after written notice thereof from Landlord, then Landlord shall have the right (but not the obligation) to perform such obligations under this Section 7.6 at County's sole cost and expense (in which event, County shall reimburse Landlord for such costs and expenses upon demand).

7.7 County's Security System. County may, at its own expense, install its own security system (including a separate and proprietary security card/badge reading system) ("County's Security System") in the Premises, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that in the event County's Security System ties into the Building security system, County shall coordinate the installation and operation of County's Security System with Landlord to assure that County's Security System is compatible with the Building security system and the systems and equipment of the Building and to the extent that County's Security System is not compatible with the Building security system or the systems and equipment of the Building, County shall not be entitled to install or operate it. County shall be solely responsible, at County's sole cost and expense, for the monitoring, operation and removal of County's Security System, provided that, notwithstanding the foregoing, County may install any security system it desires that does not require linkage with the Building security system and which does not affect the Building security system and which does not (i) create (a) an adverse effect on the structural integrity of the Building; (b) a non-compliance with applicable governmental regulations or building codes; (c) an adverse effect on the systems and equipment of the Building; (d) an effect on the exterior appearance of the Building; or (e) unreasonable interference with the normal and customary office operations of any other tenant in the Building, or (ii) affect Landlord's ability to operate the

Building. County shall provide Landlord with any information reasonably required regarding County's Security System in the event access to the Premises is necessary in an emergency. At Landlord's option, upon the expiration or earlier termination of the Lease Term, Landlord may require County to remove County's Security System and repair all damage to the Building resulting from such removal, at County's sole cost and expense.

8. **REPAIRS.** County shall, at County's own expense, keep the Premises, including all improvements, fixtures, equipment, window coverings, and furnishings therein, in good order, repair and condition at all times during the Lease Term. In addition, County shall, at County's own expense but under the supervision and subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances; provided however, that, at Landlord's option, or if County fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and County shall pay Landlord the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times and with reasonable notice to the County to make such repairs, alterations, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree.

9. **ADDITIONS AND ALTERATIONS.**

9.1 **Landlord's Consent to Alterations.** County may not make any improvements, additions or changes to the Premises (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall not be unreasonably withheld, conditioned or delayed and be requested by County not less than thirty (30) days prior to the commencement thereof. Notwithstanding the foregoing, without limitation, it shall be deemed reasonable for Landlord to withhold its consent to any Alterations which (i) are or may be visible from the exterior of the Building or Premises, (ii) affect the Building structure, (iii) adversely affect the Building systems or equipment, (iv) unreasonably interfere with any other occupant's normal and customary office operations, (v) fail to comply with Applicable Laws (as defined in Article 22 below), (vi) affect the certificate of occupancy issued for the Building; or (vii) which may affect, alter or release any ACM (as defined in Section 27.15 below and further described in Exhibit F attached hereto) (any condition described in (i) through (vii) above may be referred to herein as a "Design Problem"). "Alterations" shall include, without limitation, installation of carpeting in the Premises. Landlord's consent to Alterations may be conditioned, for example and not by way of limitation, on County undertaking certain precautions with respect to the presence of ACM, as further described in Section 27.15 below and Exhibit F attached hereto. The construction of the initial improvements to the Premises shall be governed by the terms of the County Work Letter attached hereto as Exhibit B, and not the terms of this Article 9.

9.2 **Manner of Construction.** Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such requirements as

Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that upon Landlord's request, County shall, at County's expense, remove such Alterations (including any improvements installed by Tenant pursuant to any right of entry agreement entered into between the parties after the date hereof (a "Right of Entry Agreement")) upon the expiration or any early termination of the Lease Term, and/or the requirement that County utilize for such purposes only contractors, materials, mechanics and materialmen selected by Landlord. Notwithstanding the foregoing, County shall not be required to utilize union contractors, materials, mechanics or materialmen; however, County shall not employ, or permit the employment of, any contractor, mechanic or materialmen, or permit any materials to be delivered to or used in the Building, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or materialmen engaged in the construction, maintenance or operation of the Building by Landlord, County or others. If such interference or conflict occurs, upon Landlord's request, County shall cause all contractors, mechanics or materialmen causing such interference or conflict to leave the Building immediately. All work with respect to any Alterations must be done in a good and workmanlike manner in compliance with all applicable laws and with Landlord's construction rules and regulations, and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. In the event County performs any Alterations in the Premises (or performs any work under a Right of Entry Agreement) which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord shall, at County's expense, make such changes to the Base Building. The "Base Building" shall include the structural portions of the Building, and the public restrooms and the systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. In performing the work of any such Alterations, County shall have the work performed in such manner as not to obstruct access to the Building or the common areas for any other tenant of the Building, and as not to obstruct the business of Landlord or other tenants in the Building, or interfere with the labor force working in the Building. In the event that County makes any Alterations, County agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by County pursuant to Article 11 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require County to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Upon completion of any Alterations, County agrees to cause a Notice of Completion, or its equivalent, to be recorded in the Land Records of Montgomery County in accordance with any applicable laws, statutes and ordinances, and County shall deliver to the Building management office a reproducible copy of the "as built" drawings of the Alterations.

9.3 Payment for Alterations. In the event County orders any Alteration or repair work directly from Landlord, or from the contractor selected by Landlord, the charges for such work shall be deemed Additional Rent under this Lease, payable upon billing therefor, either periodically during construction or upon the substantial completion of such work, at Landlord's option. Upon completion of such work, County shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Whether or not County orders any work directly from

Landlord, County shall pay to Landlord a percentage of the cost of such work (such percentage, which shall vary depending upon whether or not County orders the work directly from Landlord, to be established on a uniform basis for the Building) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work.

9.4 Landlord's Property. Except as otherwise provided in the County Work Letter and Article 21 below, all Alterations, improvements, fixtures and/or permanently affixed equipment which may be installed or placed in or about the Premises, and all signs installed in, on or about the Premises, from time to time, shall be at the sole cost of County. All County Improvements and Alterations shall be and become the property of Landlord. Furthermore, Landlord may, by written notice to County prior to the end of the Lease Term, or given upon any earlier termination of this Lease, require County at County's expense to remove such Alterations (or County Improvements or any other improvements installed by Tenant pursuant to a Right of Entry Agreement) and to repair any damage to the Premises and Building caused by such removal. If County fails to complete such removal and/or to repair any damage caused by the removal of any Alterations (or County Improvements), Landlord may do so and may charge the cost thereof to County. Subject to appropriations and any other statutory limitations, County hereby indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises. The foregoing provisions of this Section 9.4 shall be subject to the County's right to remove property of the County from the Premises as more particularly described in Section 16.2 hereof.

9.5 Life Support Systems. Life support equipment and other instruments, equipment, fixtures, or supplies relating to the installation, operation, storage, maintenance or other use of life support equipment (collectively, the "Life Support Systems") may be installed by the County in the Premises, subject to the following terms and conditions: (a) installation is required by the State of Maryland or by Montgomery County, acting in its capacity as a regulatory authority; (b) the County complies with the provisions of Section 9 of this Lease with respect to the installation of the Life Support Systems; and (c) installation is performed by a bonded and licensed business or professional concern specializing in such equipment and its installation. Landlord shall have no liability or responsibility for the Life Support Systems or the installation thereof to the County or to third parties and subject to Section 11.1.6 hereof, the County hereby agrees to protect, defend, indemnify and hold Landlord harmless from all costs, expenses, claims, liabilities and judgments incurred or suffered by Landlord in connection with the presence or use of the Life Support Systems in the Premises. The County's indemnification obligations under this Section 9.5 shall survive the expiration or earlier termination of the Lease Term.

**10. COVENANT AGAINST LIENS.** County covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Project, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to County or the Premises, and, in case of any such lien attaching or notice of any lien, County covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed on or before the date notice of such lien is delivered by Landlord to County, Landlord, at its sole option, may immediately take all action

necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by County.

## **11. INSURANCE; INDEMNIFICATION.**

### **11.1 County's Insurance/Indemnification.**

11.1.1 The County shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of commercial general liability insurance with bodily injury limits of \$400,000 (Four Hundred Thousand Dollars) for injury (or death) to one person, \$800,000 (Eight Hundred Thousand Dollars) per occurrence, and property damage insurance with a limit of \$400,000 (Four Hundred Thousand Dollars), or such other higher amounts as may be prescribed, from time to time, as the maximum coverage limits pursuant to the Montgomery County Self-Insurance Program. For so long as the County is the tenant under this Lease, the County shall have the right to self-insure its insurance requirements under this Section 11.1.1, provided that any such self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required to be carried by County in this Article 11, including, without limitation, a full waiver of subrogation above the lesser of (i) County's property insurance deductible or (ii) \$250,000. With respect to any claims which may result from incidents occurring during the Lease Term, the County's self-insurance obligation shall survive the expiration of the Lease Term to the same extent as the insurance required under this Section 11.1.1 would survive. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, under the Local Government Tort Claims Act, Ann. Code, Cts & Jud. Proc. Sect. 5-301 and 5-303 et seq. (2002 Repl. Vol) as amended ("LGTC").

11.1.2 The County agrees that it will not keep in or upon the Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. County shall carry Commercial Property Insurance covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of County's business personal property (including telephone and data cabling) in or on the Premises installed by, for, or at the expense of County (collectively, the "County Property"), and (ii) all existing and/or future tenant improvements, alterations and additions to the Premises, including any improvements, alterations or additions installed at County's request above the ceiling of the Premises or below the floor of the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage coverage.

11.1.3 Subject to Section 11.1.6, the County shall indemnify, protect, and hold harmless Landlord Parties (as defined in Section 11.1.4 below) from and against any and all loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising (i) from any cause in, on or about the Premises, (ii) from any acts or omissions or negligence of the County or any other County Parties in, on or about the Project, and/or (iii) in connection with the County's breach of this Lease, in any

event either prior to, during, or after the expiration of the Lease Term (subject to the waiver of subrogation set forth in Section 11.4 below), provided that the terms of the foregoing indemnity shall not apply to the extent of the negligence or willful misconduct of Landlord. Landlord shall provide to County prompt written notice of any and all claims under which Landlord will rely on this indemnification. Subject to Section 11.1.6, the County shall also indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of County's violation of any law or ordinance. The provisions of this Section 11.1.3 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring or arising prior to such expiration or termination.

11.1.4 The County further agrees that all County Property in the Premises shall be and remain at County's sole risk, and Landlord shall not be liable for any damage to or loss of such County Property excepting damage to the extent arising out of the negligence or willful misconduct of the Landlord, Landlord's officers, directors, members, partners, shareholders, agents, contractors or employees (collectively, the "Landlord Parties") (but subject to the waiver of subrogation set forth in Section 11.4 below).

11.1.5 The minimum limits of policies of insurance required of County under this Lease shall in no event limit the liability of County under this Lease, except to the extent expressly provided by Applicable Laws. Such insurance shall (i) specifically cover the liability assumed by County under this Lease, including, but not limited to, County's obligations under Section 11.1.3 of this Lease; (ii) except in connection with County's self-insurance, be issued by an insurance company having a rating of not less than A-VIII in Best's Insurance Guide or which is otherwise reasonably acceptable to Landlord and licensed to do business in the State of Maryland; (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of County; and (iv) provide that said insurance shall not be canceled or coverage changed (as required in this Lease) unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee. County shall deliver certificates of such insurance to Landlord on or before the Lease Commencement Date and within thirty (30) days of the expiration dates thereof.

11.1.6 Pursuant to Section 11.1.3 hereof, court costs and attorneys' fees incurred in connection with the indemnification given by the County under this Lease are expressly limited by appropriations and the damages caps and notification requirements specified in the LGTCA, as amended from time to time. Any indemnification given by County is not intended to create any rights in any third parties. The contractual agreement by the County to indemnify Landlord does not waive any limitations or immunities under the LGTCA.

## 11.2 Landlord's Insurance/Indemnification.

11.2.1 Landlord shall obtain and maintain in effect during the term of this Lease a policy or policies of commercial property insurance (i) covering the improvements constituting the Project (including the common areas, but excluding County's leasehold improvements, trade fixtures and other property required to be insured by County) in an amount not less than the full replacement cost (exclusive of the cost of excavations, foundations and footings), as determined from time to time, providing protection against perils included within a standard "all risk" commercial property insurance policy, together with such other risks (including,



without limitation, at Landlord's sole option (but not as an obligation), earthquake, flood and/or terrorism insurance coverage), and with such deductibles, as Landlord may from time to time determine, and (ii) commercial general liability insurance covering the Project (including the Building Parking Facilities and other Common Areas) with a combined single limit of at least One Million Dollars (\$1,000,000) and an annual aggregate of at least Five Million Dollars (\$5,000,000). The cost of the premiums for any such policies shall be included in Operating Expenses. Landlord may satisfy the limits of liability required herein with a combination of umbrella and/or excess policies of insurance where applicable, and shall have the right to satisfy the commercial property insurance required herein pursuant to Landlord's blanket policies.

11.2.2 Any such insurance may be effected by a policy or policies of blanket insurance covering additional items or locations or insureds. The County shall have no rights in any policy maintained by Landlord and shall not, by reason of payment by the County of its County's Share of Operating Expenses, be entitled to be a named insured thereunder.

11.2.3 Landlord shall indemnify and hold County harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with liability to third parties for loss of life, personal injury and/or damage to property to the extent arising from or out of the negligence or willful misconduct of Landlord and its agents, contractors, and employees occurring in or upon the Project (subject to the waiver of subrogation set forth in Section 11.4 below); provided that the terms of the foregoing indemnity shall not apply to the extent of the negligence or willful misconduct of County or any other County Parties.

### 11.3 Intentionally Deleted

11.4 Waiver of Subrogation. Landlord and County agree to use reasonable efforts to have their respective insurance companies issuing commercial property insurance waive any rights of subrogation that such companies may have against Landlord or County, as the case may be, so long as the insurance carried by Landlord and County, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and County hereby waive any right that either may have against the other on account of any loss or damage to their respective property above the lesser of (i) the applicable deductible amounts and (ii) \$250,000, to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

## 12. DAMAGE AND DESTRUCTION.

12.1 Repair of Damage to Premises by Landlord. If the Premises or any Common Areas of the Building serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 12, restore the base, shell and core of the Premises and such Common Areas. Such restoration shall be to substantially the same condition of the base, shell and core of the Premises and Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, or any other modifications to the common areas deemed desirable by Landlord, provided access to the

Premises and any common restrooms serving the Premises shall not be materially impaired. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises, County shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to County under County's insurance carried under Section 11.1.2(ii) of this Lease, and Landlord shall repair any injury or damage to the tenant improvements installed in the Premises and shall return such tenant improvements to their original condition; provided that, upon mutual agreement of the parties as to costs and scope of work, if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from County's insurance carrier, as assigned by County, the cost of such repairs shall be paid by County to Landlord prior to Landlord's repair of the damage. In connection with such repairs and replacements, County shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to County or its visitors, or injury to County's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to County's occupancy, and if such damage is not the result of the willful misconduct of County or County's employees, contractors, licensees, or invitees, Landlord shall allow County a proportionate abatement of Rent, during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by County as a result thereof.

12.2 Landlord's Option to Repair. Notwithstanding the terms of Section 12.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying County in writing of such termination within sixty (60) days after the date of discovery of such damage, such notice to include a termination date giving County ninety (90) days to vacate the Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days of the date of discovery of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt; or (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. In addition, in the event that the Premises or the Building is destroyed or damaged to any substantial extent during the last twelve (12) months of the Lease Term, then notwithstanding anything contained in this Article 12, Landlord shall have the option to terminate this Lease by giving written notice to County of the exercise of such option within thirty (30) days after the date of such damage or destruction, in which event this Lease shall cease and terminate as of the date of such notice. Upon any such termination of this Lease pursuant to this Section 12.2, County shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

13. 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. No waiver of any provision of this Lease shall be implied by (i) any failure of either party to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in this Lease or exercise any election contained in this Lease, or (ii) any failure of either party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by either party of any provision of this Lease may only be in writing.

**14. CONDEMNATION.** If the whole or any part of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises or Building, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, County shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking. Landlord shall be entitled to receive the entire award or payment in connection therewith, except that County shall have the right to file any separate claim available to County for any taking of County's personal property and fixtures belonging to County and removable by County upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claim does not diminish the award available to Landlord, its ground lessor with respect to the Project or its mortgagee, and such claim is payable separately to County. All Rent shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated.

**15. ASSIGNMENT AND SUBLETTING.** County shall not be permitted to assign, mortgage, pledge, encumber or otherwise transfer this Lease or any interest thereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, or sublet the Premises or any part thereof (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers"). Any Transfer made in violation of the preceding sentence shall be null, void and of no effect, and shall constitute a default by County under this Lease. Notwithstanding the foregoing to the contrary, permitting the Premises to be used by County agencies or parties having contracts with the County shall not be deemed a Transfer, provided that (a) the County provides Landlord with written notice of any such contractors, including any reasonable information that Landlord may request about the contractor and its relationship to the County; (b) the portion of the Premises used by County contractors are not separately demised from areas occupied by County agencies in the Premises; and (c) the County requires and obtains from County contractors and delivers the same to Landlord, insurance certificates naming Landlord as an additional insured and Landlord's lender as a loss payee. No Transfer shall release the County from any of its obligations under this Lease, and County shall remain primarily liable therefor regardless of any Transfer.

**16. OWNERSHIP AND REMOVAL OF TRADE FIXTURES.**

16.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery County shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated.

16.2 Removal of County Property by County. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, County shall, subject to the provisions of this Article 16, quit and surrender possession of the Premises to Landlord in as good order and condition as when County took possession and as thereafter improved by Landlord and/or County, reasonable wear and tear excepted. Upon such expiration or termination, County shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment (including telephone and data cabling), free-standing cabinet work, and other articles of personal property owned by County or installed or placed by County at its expense in the Premises (including any signage installed by County in accordance with Article 21 below), and such similar articles of any other persons claiming under County, as Landlord may, in its sole discretion, require to be removed, and County shall repair at its own expense all damage to the Premises and Building (including the Existing Monument and New Monument (as those terms are defined in Article 21 below) resulting from such removal.

17. **HOLDING OVER.** If County holds over after the expiration of the Lease Term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a monthly rate equal to one hundred fifty percent (125%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Article 17 shall be construed as consent by Landlord to any holding over by County, and Landlord expressly reserves the right to require County to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 17 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If County fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, County shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding County founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

18. **ESTOPPEL CERTIFICATES.** Within ten (10) business days following a request in writing by Landlord, County shall execute and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of Exhibit E, attached hereto, (or such other form as may be required by any prospective mortgagee or purchaser

of the Building, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. County shall execute and deliver whatever other instruments may be reasonably required for such purposes.

**19. SUBORDINATION.** This Lease is subject and subordinate to all present and future ground or underlying leases of the Project and to the lien of any mortgages or trust deeds, now or hereafter in force against the Project and the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto (collectively, the "Superior Holders"); provided, however, that a condition precedent to County's agreement to subordinate this Lease to any future mortgage, trust deed or other future encumbrances shall be the receipt by County of a commercially reasonable form of subordination, non-disturbance and attornment agreement ("SNDA") from such future Superior Holders, which requires, among other things, that such future Superior Holders accept this Lease, and not disturb County's possession, so long as County is not in default under this Lease beyond any applicable notice and cure period set forth in this Lease. Subject to the foregoing, County covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage, or if any ground or underlying lease is terminated, to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or underlying lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as the lessor under this Lease. County shall, within twenty (20) days of request by Landlord, execute such further commercially reasonable instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Landlord hereby agrees that, following the full execution and unconditional delivery of this Lease by Landlord and County, Landlord shall use commercially reasonable efforts to cause Landlord's currently existing lender that holds a first mortgage or first deed of trust with respect to the Building to execute a commercially reasonable form of SNDA provided by such lender for County's benefit (within fifteen (15) days after County executes such commercially reasonable form of SNDA provided by such lender). County shall deal with any Superior Holder reasonably and in good faith in connection with any SNDA. In no event shall the failure to obtain any SNDA be deemed a default by Landlord hereunder.

**20. DEFAULTS; REMEDIES.**

20.1 Events of Default by County. The occurrence of any of the following shall constitute an "Event of Default" of this Lease by County:

20.1.1 Any failure by County to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within five (5) business days after receipt of notice that the same was not paid when due; or

20.1.2 Except where a specific time period is otherwise set forth for County's performance in this Lease, in which event the failure to perform by County within such time period shall be a default by County under this Section 20.1.2, any failure by County to

observe or perform any other provision, covenant or condition of this Lease to be observed or performed by County where such failure continues for thirty (30) days after written notice thereof from Landlord to County; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, County shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

20.1.3 The failure by County to observe or perform according to the provisions of Articles 15, 18 or 19 of this Lease within the applicable time periods set forth therein, if any, where such failure continues for more than five (5) additional business days after notice from Landlord; or

20.1.4 The failure by County to observe or perform according to the provisions of Article 6 or Section 7.6 of this Lease within the applicable time periods set forth therein, if any, where such failure continues for more than five (5) additional business days after notice from Landlord; or

20.1.5 Abandonment of the Premises by County.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by Applicable Laws.

20.2 Remedies Upon Default. Upon the occurrence of an Event of Default by County under Section 20.1, above, Landlord may, at its option, reenter and resume possession of the Premises, and/or declare this Lease, and the tenancy created by it, terminated, and/or pursue any and all other legal and equitable remedies available to it. Thereafter, Landlord may remove all persons and property from the Premises, with or without resort to process of any court, and by force or otherwise. Landlord may be entitled to the benefit of any public general or public local laws, now or hereafter enacted, relating to the speedy recovery of possession of lands and tenements held over by tenants in Montgomery County, Maryland. Notwithstanding reentry under this Section 20.2, County shall remain liable for any Rent and other amounts due or accrued to Landlord or damages caused to Landlord prior to reentry, including without limitation, all attorneys' fees. County shall further be liable, as liquidated damages for breach of covenant, to pay Landlord the amount of the Base Rent and Additional Rent (as estimated by Landlord) reserved under this Lease for the unexpired period of this Lease, less such amounts as Landlord may from time to time actually receive from others to whom the Premises or parts thereof may be rented from time to time, from which amounts Landlord shall first be entitled to deduct all expenses incurred in recovering possession of and re-letting the Premises. County shall not be entitled to any excess of amounts received by Landlord from others under this Section 20.2 over the liability of County. It shall be within the sole discretion of Landlord to determine to whom, or whether to anyone, the Premises shall be rented, the amount of the rent and all other terms and conditions of said renting, and the period or periods thereof, whether less than, equal to, or beyond the unexpired Lease Term. Further, at its option, Landlord shall be entitled to relief, by injunction or otherwise, in a court of equity, from the continuation of any violation of a covenant or agreement of this Lease.

20.3 Intentionally Deleted.

20.4 Events of Default by Landlord. Notwithstanding any provision to the contrary contained in this Lease, Landlord shall not be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease unless Landlord fails to perform such obligation within thirty (30) days after the receipt of written notice from County specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently proceeds to rectify and cure such default. Upon any such default by Landlord under this Lease, County may, except as otherwise specifically provided in this Lease to the contrary (including, without limitation, Article 33 below), exercise any of its rights provided at law or in equity. At its option, the County shall be entitled to seek relief, by injunction or otherwise, in a court of competent jurisdiction, from the continuation of any violation by Landlord of a covenant or agreement of Landlord under this Lease.

20.5 Waiver of Default. No waiver by Landlord or County of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

## 21. SIGNS.

21.1 Prohibited Signage and Other Items. Any signs, notices, logos, pictures, names or advertisements which are installed by County and that have not been individually approved by Landlord may be removed without notice by Landlord at the sole expense of County. County may not install any signs on the exterior or roof of the Building or the common areas of the Building or the Project, except to the extent otherwise expressly provided in this Article 21. Except to the extent otherwise expressly provided in this Article 21, any signs, window coverings, or blinds (even if the same are located behind the Landlord approved window coverings for the Building), or other items visible from the exterior of the Premises or Building are subject to the prior approval of Landlord, in its sole discretion. The County seal may be displayed by the County in the interior of the Premises (as long as not visible from the exterior of the Premises) without prior approval of the Landlord.

21.2 Building Directory. A building directory will be located in the main first floor lobby of the Building. County shall have the right, at Landlord's sole cost and expense, to designate one (1) name strip to be displayed under County's entry in such directory.

21.3 Monument Signage. Subject to the terms of this Section 21.3 below, County shall have the non-exclusive right to (i) one (1) multilingual sign identifying County's name and/or logo or seal (or the applicable County program office located at the Premises) (the "County Existing Monument Identification Sign") on the existing multi-tenant monument adjacent to the first floor lobby entrance to the Building (the "Existing Monument Structure") if

and only if the "New Monument Structure" (hereinafter defined) is not built, or (ii) one (1) multilingual sign identifying County's name and/or logo (or the applicable County program office located at the Premises) (the "County New Monument Identification Sign") on a new multi-tenant monument to be constructed by Landlord in front of the Building (the "New Monument Structure"), the exact location and specifications of the New Monument Structure (which may include name panels for up to nine (9) additional tenants) to be determined by Landlord consistent with Landlord's Building standard signage program, subject to County's prior approval (which shall not be unreasonably withheld, conditioned or delayed) (the County Existing Monument Identification Sign or the County New Monument Identification Sign, as the case may be is referred to herein as the "County Monument Identification Sign"). The exact location of the applicable County Monument Identification Sign on the Existing Monument Structure or the New Monument Structure shall be determined by Landlord, provided that the signs of any other tenants on the Existing Monument Structure or the New Monument Structure shall be located in a lower position on the Existing Monument Structure or the New Monument Structure than the applicable County New Monument Identification Sign. The graphics, materials, color, design, lettering, size, quality and specifications of the County Monument Identification Sign shall be subject to the prior written approval of Landlord (which shall not be unreasonably withheld, conditioned or delayed), shall be consistent with the exterior monument signage of the other tenants of the Project, and shall also comply with and be subject to all Applicable Laws and all covenants, conditions or restrictions of record, including, but not limited to, all requirements of the applicable governmental authorities having jurisdiction over the County Monument Identification Sign ("Governmental Authorities"); provided, however, that in no event shall the approval by the Governmental Authorities of the County Monument Identification Sign be deemed a condition precedent to the effectiveness of this Lease. In no event shall the County Monument Identification Sign display an Objectionable Name or Logo (as defined below). The term "Objectionable Name or Logo" shall mean any name or logo which relates to an entity which is of a character or reputation, or is associated with a political orientation or faction, which is inconsistent with the quality of the Project, or which would otherwise reasonably offend a landlord of comparable buildings in the vicinity of the Project. Notwithstanding anything in this Section 21.3 to the contrary, the Parties acknowledge that (a) the design and specifications for the New Monument Structure attached hereto as Exhibit I have been approved by Landlord and the County, and (b) the design and specifications for the County Monument Identification Sign will be subject to Landlord's reasonable approval, and mutually agreed upon during the design and permitting process described in Exhibit B hereto, and attached hereto as Exhibit I-1. The County Monument Identification Sign on the New Monument Structure (as opposed to the physical structure of the New Monument Structure) shall be installed by Landlord on the New Monument Structure, provided that County shall pay for all costs incurred by Landlord in the design, construction and installation of such County Monument Identification Sign on the New Monument Structure (but no supervision fee or monthly rent shall be imposed on County in connection with the installation or continued maintenance of such County Monument Identification Sign). Landlord shall design and construct the New Monument Structure and maintain the New Monument Structure, and the County Monument Identification Sign thereon (following the installation of such County Monument Identification Sign in accordance with the preceding sentence) in accordance with Landlord's signage maintenance program, provided that County shall pay for all costs incurred by Landlord in connection with such design, construction and maintenance (prorated based on the number of tenants identified on the New Monument



Structure or Existing Monument Structure, as the case may be). At the expiration or earlier termination of this Lease (or within five (5) days following County's receipt of written notice from Landlord that County's rights to such County Monument Identification Sign has terminated as a result of an Event of Default by County, or County's failure to satisfy the occupancy requirement set forth below), County shall, at County's sole cost and expense, cause (a) the County Monument Identification Sign to be removed from the Existing Monument Structure or New Monument Structure, as the case may be, and (b) the Existing Monument Structure or New Monument Structure, as the case may be, to be restored to their condition existing prior to the installation of the applicable County Monument Identification Sign. If County fails to timely remove the County Monument Identification Sign and perform such restoration obligations as provided in this Section 21.3, then Landlord may (but shall not be obligated to) perform such work at County's sole cost and expense. All costs and expenses incurred by Landlord in connection with this Section 21.3 shall constitute Additional Rent under this Lease, and shall be paid by County to Landlord within thirty (30) days following County's receipt of an invoice therefor. The signage rights granted to County under this Section 21.3 are personal to County, and may only be exercised by County (and not any assignee, sublessee or other transferee of County's interest in this Lease) if County continually occupies the entire Premises (including any additional space added to the Premises under this Lease)). In no event shall County have any right to the County Monument Identification Sign if at any time during the Lease Term an Event of Default exists.

21.4 Directional Sign. County shall be entitled, at Landlord's sole cost and expense, to one (1) Building standard multilingual directional sign for the Premises in the elevator lobby on the floor on which the Premises is located. The location, quality, design, style, lighting and size of such signage shall be consistent with the Landlord's Building standard directional signage and shall be subject to Landlord's prior written approval, in its sole discretion. The same removal and restoration obligations applicable to the County Monument Identification Sign in Section 21.3 above shall also apply to the foregoing directional sign.

21.5 Suite Entry Signage. County shall be entitled, at Landlord's sole cost and expense, to Building standard suite entry door identification signage at the entrance to the Premises on the floor on which the Premises is located. The location, quality, design, style, lighting and size of such signage shall be consistent with the Landlord's Building standard signage program and shall be subject to Landlord's prior written approval, in its sole discretion. The same removal and restoration obligations applicable to the County Monument Signs in Section 21.3 above shall also apply to the foregoing identification signage.

## **22. COMPLIANCE WITH LAW.**

22.1 County shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including without limitation, with respect to the installation and use of x-ray machines and other electrical or electromagnetic medical equipment, machines or devices (collectively, "Applicable Laws"). County shall, at County's sole cost, promptly comply with all Applicable Laws (including the performance of Alterations) which relate to (i) County's use of the Premises, (ii) the Alterations, County Improvements (but only following the completion of the County

Improvements in accordance with the terms of the County Work Letter), or any improvements performed by County under a Right of Entry Agreement or (iii) the Base Building and Common Areas, but as to the Base Building and Common Areas, only to the extent such obligations are triggered by County's Alterations, the County Improvements (but only following the completion of the County Improvements in accordance with the terms of the County Work Letter), any improvements performed by County under a Right of Entry Agreement, or County's specific use of the Premises for non-general office use. Should any standard or regulation now or hereafter be imposed on Landlord or County by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants then County agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

22.2 Landlord shall comply with all Applicable Laws (including with respect to the Accessibility Codes (as defined in the County Work Letter)) relating to the Base Building and Common Areas, provided that compliance with such Applicable Laws is not the responsibility of County under this Lease, and provided further that Landlord's failure to comply therewith would prohibit County from obtaining or maintaining a certificate of occupancy for the Premises, or would unreasonably and materially affect the safety of County's employees or create a significant health hazard for County's employees. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Section 22.2 to the extent consistent with the terms of this Lease.

23. **LATE CHARGES.** If any installment of Rent or any other sum due from County shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, or if any check delivered to Landlord by County shall be returned for insufficient funds, then County shall pay to Landlord a late charge equal to ten percent (10%) of the amount due plus any attorneys' fees actually, reasonably incurred by Landlord by reason of County's failure to pay Rent and/or other charges when due hereunder. In addition to the late charge, in the event any check is returned for insufficient funds, County shall pay to Landlord, as additional rent, the sum of \$100.00. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid when due shall thereafter bear interest until paid at a rate equal to ten percent (10%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by Applicable Law. In the event that more than one (1) check of County is returned for insufficient funds in any twelve (12) month period, Landlord shall have the right to require that any or all subsequent payments by County to Landlord be in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, notwithstanding any prior practice of accepting payments in any different form.

24. **LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY COUNTY.**

24.1 **Landlord's Cure.** All covenants and agreements to be kept or performed by County under this Lease shall be performed by County at County's sole cost and expense and without any reduction of Rent. If County shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease,

Landlord may, but shall not be obligated to, after reasonable prior notice to County, make any such payment or perform any such act on County's part without waiving its right based upon any default of County and without releasing County from any obligations hereunder.

24.2 County's Reimbursement. Except as may be specifically provided to the contrary in this Lease, County shall pay to Landlord, within fifteen (15) days after delivery by Landlord to County of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of County's defaults pursuant to the provisions of Section 24.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 11 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees and other amounts so expended. County's obligations under this Section 24.2 shall survive the expiration or sooner termination of the Lease Term.

**25. ENTRY BY LANDLORD.** Landlord reserves the right at all reasonable times and upon reasonable notice to the County to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post notices of non-responsibility; (iv) alter, improve or repair the Premises or the Building if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Building; or (v) perform any covenants of County which County fails to perform. Notwithstanding anything to the contrary contained in this Article 25, Landlord may enter the Premises at any time to (A) perform regular recurring services required of Landlord; and (B) take possession due to any breach of this Lease in the manner provided in Article 20 above. Any such entries shall be without the abatement of Rent and shall include the right to take such reasonable steps as required to accomplish the stated purposes. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of County from any portion of the Premises.

**26. COUNTY PARKING.**

26.1 Subject to the terms and conditions of this Article 26, County shall have the right, on a non-exclusive, unreserved basis, to park up to seventeen (17) (i.e., a ratio of 2.77 automobiles per 1,000 rentable square feet of the Premises) automobiles in the Building Parking Facility, provided that Landlord shall have the right, from time to time in Landlord's sole and absolute discretion, to designate certain areas of the Building Parking Facility where County must park its automobiles and restrict access to certain areas of the Building Parking Facility where County shall be prohibited from parking its automobiles. The County shall have no obligation to pay a parking charge for the number of unreserved parking passes allocated to County pursuant to this Section 26.1 during the initial Lease Term and any Renewal Term. County's right to park automobiles in the Building Parking Facility is conditioned upon County abiding by all rules and regulations which are reasonably prescribed from time to time for the orderly operation and use of the Building Parking Facility and upon County's cooperation in seeing that County's employees

and visitors also comply with such rules and regulations. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Building Parking Facility and County acknowledges and agrees that Landlord may, without incurring any liability to County and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Building Parking Facility, and relocate County's right to park automobiles to other parking structures and/or surface parking areas within a reasonable distance of the Premises, for purposes of permitting or facilitating any such construction, alteration or improvements with respect to the Building Parking Facility or to accommodate or facilitate renovation, alteration, construction or other modification of other improvements or structures located in the Project. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and such owner. In the event any parking tax or other charge is imposed by governmental authorities in connection with the use of such parking, such taxes and/or charges shall be paid directly by County or the parking users, or, if directly imposed against Landlord, County shall reimburse Landlord for all such taxes and/or charges concurrent with its payment of Operating Expenses as provided in this Lease. In the event that Landlord elects, at Landlord's sole discretion, to implement a parking/access control system for the Building Parking Facility, which may include, without limitation, the implementation of parking permits, County shall cooperate with Landlord efforts regarding the implementation and use of such parking/access control system.

26.2 If County leases additional space in the Building pursuant to an amendment to this Lease on terms acceptable to Landlord in its sole discretion, County's allotment of parking for such additional leased space shall be in the same proportion (i.e., a ratio of 2.77 automobiles per 1,000 rentable square feet of the additional leased space) and under the same terms and conditions as provided in Section 26.1 above.

## **27. MISCELLANEOUS PROVISIONS.**

27.1 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of County, but also of their respective successors or assigns, provided this clause shall not permit any assignment by County contrary to the provisions of this Lease.

27.2 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to County by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Building, the same shall be without liability to Landlord and without any reduction or diminution of County's obligations under this Lease.

27.3 Transfer of Landlord's Interest. County acknowledges that Landlord has the right to transfer all or any portion of its interest in the Building and in this Lease, and County agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and County agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer. The liability of any transferee of Landlord shall be limited to the interest of such transferee in the Project and Building and such

transferee shall be without personal liability under this Lease, and County hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under County. County further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that County shall continue to look to Landlord for the performance of its obligations hereunder.

27.4 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and County, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the Parties hereto shall be deemed to create any relationship between Landlord and County other than the relationship of landlord and tenant.

27.5 Application of Payments. Landlord shall have the right to apply payments received from County pursuant to this Lease, regardless of County's designation of such payments, to satisfy any obligations of County hereunder, in such order and amounts as Landlord, in its sole discretion, may elect. In the event that the application of any such payments results in a deficiency in the payment of any amount of Rent due hereunder, the County shall be entitled to written notice and an opportunity to cure as provided in Section 20.1.1 hereof prior to such deficiency rising to the level of an Event of Default hereunder.

27.6 Time of Essence. Time is of the essence of this Lease and each of its provisions.

27.7 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

27.8 No Warranty. In executing and delivering this Lease, County has not relied on any representation, including, but not limited to, any representation whatsoever as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

27.9 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building. County does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building.

27.10 Notices. All notices, demands, statements or communications (collectively, "Notices") given or required to be given by either party to the other hereunder shall be in writing,

shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, delivered by a nationally recognized overnight courier, or delivered personally (i) to County at the appropriate address set forth below, or to such other place as County may from time to time designate in a Notice to Landlord; or (ii) to Landlord at the addresses set forth below, or to such other firm or to such other place as Landlord may from time to time designate in a Notice to County. Any Notice will be deemed given (i) three (3) days after the date it is mailed as provided in this Section 27.10, (ii) the date the overnight courier delivery is made, or (iii) upon the date personal delivery is made. If County is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, County shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to County's exercising any remedy available to County.

Notice to the respective Parties shall be addressed as follows:

<u>LANDLORD:</u>	<u>COUNTY:</u>
Wheaton Plaza Regional Shopping Center LLC c/o Westfield, LLC 2049 Century Park East, 41 <sup>st</sup> Floor Los Angeles, California 90067 Attn: Legal Department	Montgomery County, Maryland Department of General Services Office of Real Estate 101 Monroe, 9 <sup>th</sup> Floor Rockville, Maryland 20850
and	With copy that does not constitute notice:
Allen Matkins Leck Gamble & Natsis LLP 1901 Avenue of the Stars, Suite 1800 Los Angeles, California 90067 Attention: Kyle Y. Hoshide, Esq.	Office of the County Attorney for Montgomery County, Maryland 101 Monroe Street, 3 <sup>rd</sup> Floor Rockville, Maryland 20850 Attn: County Attorney

27.11 Submission of Lease. Submission of this instrument for examination or signature by County does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and County.

27.12 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Building require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to County or in any other way materially and adversely change the rights and obligations of County hereunder, then and in such event, County agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within twenty (20) days following the request therefor. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Lease Term, County agrees to execute such short form of Lease and to deliver the same to Landlord within ten (10) business days following the request therefor. Neither the County nor anyone acting through, under or on behalf of the County, shall record this Lease or a short form of Lease.

27.13 Building Name and Signage. Landlord shall have the right at any time to change the name of the Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Building as Landlord may, in Landlord's sole discretion, desire. County shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity, without the prior written consent of Landlord.

27.14 Landlord Renovations. It is specifically understood and agreed that Landlord has made no representation or warranty to County and has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, the Project or any part thereof and that no representations respecting the condition of the Premises, the Building or the Project have been made by Landlord to County. However, County acknowledges that in the future Landlord may renovate, improve, alter, or modify (collectively, the "Renovations") the Building, Premises, and/or Project, including without limitation the Building Parking Facility, Common Areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) installing sprinklers in the Common Areas and County spaces, (ii) modifying the Common Areas and County spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, (iii) installing new floor covering, lighting, and wall coverings in the Common Areas, and (iv) creating additional parking areas or occupied space within the Project, and in connection with any such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building and/or the Premises, as applicable, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building and/or the Premises, as applicable, which work may create noise, vibrations, dust or leave debris in the Building and/or the Premises, as applicable. The scope and extent of such Renovations shall be determined by Landlord in its sole discretion. In connection with such Renovations, Landlord may enter the Premises at all reasonable times, and upon reasonable notice to County, to construct such Renovations. Certain areas, including the interior of the Premises, and areas of the Project and Building Parking Facility that are currently being used by tenants of the Building, including by County, may be unavailable for use by tenants of the Building, including County, during portions of the Renovations. County hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of County nor entitle County to any abatement of Rent. Landlord shall have no responsibility or for any reason be

liable to County for any direct or indirect injury to or interference with County's business arising from the Renovations, nor shall County be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of County's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

27.15 Asbestos Disclosures. Landlord has advised County that there is asbestos-containing material ("ACM") in the Building. Attached hereto as Exhibit F is a disclosure statement regarding ACM in the Building. County shall comply with the requirements of Exhibit F. County acknowledges receipt of such disclosure statement and agrees that the same complies with the requirements of Applicable Laws.

#### 27.16 Antenna Roof Rights.

27.16.1 In General. So long as this Lease is then in full force and effect and County is not in default under the terms, covenants and conditions of this Lease beyond any applicable notice and cure periods set forth in this Lease, Landlord hereby grants to the County the right (the "Antenna Roof Right") to install, maintain and operate on the roof of the Building one (1) satellite or other communication or telecommunication antenna or dish not to exceed thirty-six inches (36") in diameter (the "Dish") and related equipment, including cables from the exterior of the Premises to equipment inside the Premises necessary for the operation of the Dish (the Dish and such related equipment are collectively referred to herein as the "Dish Equipment"), at County's sole cost and expense. The Dish Equipment shall be installed (or, if applicable, reinstalled pursuant to Section 27.16.4 below) by County in accordance with the terms of this Section 27.16 and Article 9 of this Lease and pursuant to plans, specifications and contractors approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that (i) Landlord may have its representative present at the installation (or any reinstallation) of the Dish, (ii) any roof penetrations and other alterations affecting the structural integrity of the Building shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, (iii) at Landlord's option, County shall be required to retain a contractor designated by Landlord to perform any roof penetration work and/or riser work and (iv) the specific location of the Dish shall be designated by Landlord in Landlord's sole discretion. The physical appearance of the Dish shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that if desired by Landlord, the Dish shall be painted to match the roof and properly screened so as to minimize visibility by someone standing on the ground. County will ensure that the Dish Equipment, and each part of it, is installed and operated in accordance with all federal, state and local rules and building codes. County will obtain and maintain at all times during the Lease Term, at its sole cost and expense, all Federal Communications Commission and other licenses or approvals required to operate the Dish Equipment and all permits required by governmental authorities for said Dish Equipment and shall repair any and all damage to the Premises and the Building (including, but not limited to, the roof of the Building) caused as a result of County's installation or operation of the Dish Equipment. The Dish Equipment is and shall remain the property of County, and Landlord and County agree that the Dish Equipment is not, and the installation of the Dish Equipment at the Premises or elsewhere shall not cause the Dish Equipment to become, a fixture or improvement pursuant to this



Lease or by operation of law. In granting other tenants of the Building similar rights to install satellite or other communications or telecommunication antennas or dishes on the roof of the Building, Landlord shall use commercially reasonable efforts to require that such tenants install such equipment in a manner designed not to materially and adversely affect County's use and operation of the Dish Equipment.

27.16.2 Rent. Except as otherwise provided in (ii) below, County shall have no obligation to pay a fee in connection with use of the Dish; provided, however, that (i) County shall pay for all utility charges, if any, utilized in connection with its usage of the Dish Equipment, as reasonably determined by Landlord (including all costs to separately meter such utility usage) upon demand therefor, and (ii) in the event that Landlord commences to charge tenants of the Building rent for use of satellite or other communications or telecommunication antennas or dishes, then County shall to pay to Landlord for the Dish the prevailing cost charged by Landlord for such Dish concurrently with County's payment of Base Rent.

27.16.3 Dish Maintenance, Repair and Removal. County shall be responsible for the operation, repair and maintenance of the Dish Equipment, at County's sole cost and expense, and prior to the expiration or earlier termination of the Lease Term, County shall remove the Dish Equipment, including all cabling, and repair any and all damage to the Premises and the Building (including, but not limited to, the roof of the Building) caused as a result of such removal. County shall not interfere with the mechanical, electrical, heating, ventilation and air conditioning, or plumbing systems of the Building, the maintenance or operation of the Building or the operation, reception, or transmission of any other satellite, microwave, or other broadcasting or receiving devices that are, or will be, located on the roof of, or in, the Building. If County shall violate the provisions of the preceding sentence, County shall cease all operations at the Building relating to the Dish Equipment (except for testing approved by Landlord) immediately upon receipt of written notice from Landlord until such interference has been corrected to the sole satisfaction of Landlord. Landlord assumes no liability or responsibility for interference with the Dish Equipment caused by similar equipment of tenants or other occupants of the Building. County shall use the roof of the Building solely for the operation of the Dish as set forth herein and for no other purposes. The Dish shall be used solely in connection with the business operations in the Premises, and shall not be used by any party who is not an occupant or County in the Premises, nor shall County be entitled to receive any income from any third-party individual or entity for the use of the Dish. The Dish Equipment shall be included within the coverage of all insurance policies required to be maintained by County under this Lease and County's indemnification of Landlord set forth in Section 11.1.3 of this Lease shall apply to any and all claims, losses, costs, damages, expenses (including, without limitation, court costs and reasonable attorneys' fees) and liabilities arising from or related to the Dish Equipment and/or the installation, use, maintenance, operation, repair and/or removal of the Dish Equipment.

27.16.4 Relocation of Dish. In the event Landlord repairs or replaces the roof of the Building at any time during the Lease Term, County will relocate the Dish to another location to be mutually agreed upon by the Parties, at County's sole cost, upon receipt of not less than thirty (30) days written notice from Landlord (other than in an emergency, when good faith notice shall be given as soon as possible). County shall be able to return each applicable Dish to its original location on the roof or another mutually acceptable location, at County's sole cost and expense, after Landlord completes repairing or replacing the roof, which Landlord shall

pursue in a reasonably diligent manner. Any such reinstallation shall be performed by County in accordance with Section 27.16.1 above.

27.17 Fibernet Service. After a review of the specifications for the service, Landlord shall agree to allow the County at the County's sole cost and expense to install the County's Fibernet Service into the Building, provided that any such installation shall be pursuant to a separate Right of Entry Agreement between the Landlord and the County on terms acceptable to Landlord in its sole discretion.

27.18 Entire Agreement. It is further understood and agreed that this instrument contains the entire agreement between the Parties hereto, and the parties shall not be bound by any statements, conditions, representations, inducements or warranties, oral or written, not herein contained. This Lease shall not be modified in any manner except by an instrument in writing duly executed by the Parties hereto.

## **28. NON-APPROPRIATION EARLY TERMINATION RIGHT**

28.1 Any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in the LGTCA. The County shall provide Landlord with written notice of the County Executive's decision to request or not request sufficient appropriated funding for such upcoming appropriations period not more than five (5) business days after the County Executive budget is transmitted to the County Council (it being acknowledged that the budget transmittal is due during March of every calendar year). If funds sufficient for the County to perform under this Lease are not appropriated to this Lease by the County Council in May of a calendar year, the County shall promptly notify the Landlord by written notice, and this Lease shall terminate at 11:59 p.m. on June 30<sup>th</sup> of such calendar year, which is the last day for which funding to this Lease would have been appropriated. 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 established by the LGTCA.

28.2 To protect the Landlord's investments in the County Improvements and brokerage commissions paid by Landlord in connection with this Lease if this Lease is terminated pursuant to Section 28.1 above due to non-appropriation, the County agrees, as soon as the Transaction Costs (defined below) are determined by Landlord, to execute a promissory note in substantially the form provided in Exhibit G to pay Landlord a termination fee equivalent to Landlord's unamortized Transaction Costs as of the effective termination date of this Lease pursuant to Section 28.1 above (such unamortized Transaction Costs, the "Termination Fee"). The "Transaction Costs" shall include (i) all costs incurred by Landlord in connection with the design and construction of the County Improvements under the County Work Letter and (ii) all brokerage commissions paid by Landlord to the Brokers in connection with this Lease. These Transaction Costs shall be amortized on a straight-line basis over the initial Lease Term. Landlord shall provide a final accounting of all Transaction Costs within sixty (60) days after the Lease Commencement Date. The County's obligation to pay under the promissory note shall not be contingent on appropriation of funding for such purpose in future years. In addition, if County fails to execute the promissory note upon demand, the same shall be an immediate and material Event of Default by County hereunder.

28.3 To protect the Landlord's investments in any Concessions granted by Landlord in connection with the County's timely and properly exercised Renewal Option for a Renewal Term, if this Lease is terminated during such Renewal Term due to non-appropriation, the County agrees, as soon as the amount of the Renewal Costs (defined below) are determined by Landlord, to execute a promissory note in substantially the form of Exhibit G (with modifications to reflect the repayment of unamortized Renewal Costs as opposed to Transaction Costs) to pay Landlord a termination fee equal to the Landlord's unamortized Renewal Costs as of the effective termination date of this Lease (such unamortized Renewal Costs, the "Renewal Termination Fee"). The "Renewal Costs" shall include (a) all costs incurred by Landlord in connection with the design and construction of any tenant improvements provided for the Renewal Premises; (b) all brokerage commissions paid by Landlord to any brokers in connection with the Renewal Term; and (c) other out of pocket monetary concessions granted by Landlord to the County in connection with the Renewal Premises. The Renewal Costs shall be amortized on a straight-line basis over the applicable Renewal Term. Landlord shall provide a final accounting of the Renewal Costs within sixty (60) days after the actual amount of the Renewal Costs has been determined. The County's obligation to pay under the promissory note described in this Section 28.3 shall not be contingent on appropriation of funding for such purpose in future years. In addition, if County fails to execute the promissory note upon demand, the same shall be an immediate and material Event of Default by County hereunder.

29. **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 (2014), as amended, as well as all other applicable state laws and regulations regarding employment discrimination.

30. **QUIET POSSESSION.** Provided this Lease is in full force and effect and no Event of Default then exists, County may peaceably and quietly enjoy the Premises without hindrance by Landlord or any person lawfully claiming through or under Landlord, subject to the terms and conditions of this Lease and to the rights of any Superior Holders.

31. **CONTRACT SOLICITATION/BROKERS.** 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 CBRE, Inc. (which represents Landlord in connection with this Lease) and Jones Lang LaSalle – Brokerage, Inc. (which represents County in connection with this Lease) (collectively, the "Brokers"), each of which are real estate brokers under Maryland law. Landlord and County hereby represent and warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease other than the Brokers, and that they know of no real estate broker or agent who is entitled to a commission in connection with this Lease, excepting only the Brokers. Landlord shall pay the Brokers a commission in connection with this Lease pursuant to the terms of a separate written agreement between Landlord and each of the Brokers. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Brokers.

32. **PUBLIC EMPLOYMENT.** Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2014), 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 if the duties of the public employee include significant participation in the procurement of this Lease.

33. **LANDLORD EXCULPATION.** It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord and the other Landlord Parties hereunder (including any successor landlord) and any recourse by County against Landlord or the other Landlord Parties shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Building, and none of the Landlord Parties (other than Landlord) shall have any personal liability therefor, and County hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under County. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, County's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

34. **GENERAL PROVISIONS.**

34.1 **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.

34.2 **Force Majeure:** If Landlord or County is unable to fulfill any non-monetary obligation hereunder, or is delayed in so doing, by reason of war, terrorist acts, civil unrest, strike, labor troubles, inability to procure services, materials, permits or licenses, unusually inclement weather, governmental delays, acts of God, fire or other casualty or any other cause beyond the reasonable control of the Party required to fulfill such obligation, the time within which Landlord or County would otherwise have been obligated to fulfill such obligation shall be extended for a period equal to the period of such delay. This section shall not apply to the payment of any monetary obligation of Landlord or County.

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 Montgomery County, Maryland.

36. **AUTHORITY.** Each Party hereby represents and warrants to the other that such Party is a duly formed and existing entity qualified to do business in the State of Maryland and that such Party has full right and authority to execute and deliver this Lease and that each person signing on behalf of such Party is authorized to do so.

37. **ATTORNEYS' FEES.** If either Party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the Parties hereto agree that the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

38. **INDEPENDENT COVENANTS.** This Lease shall be construed as though the covenants herein between Landlord and County are independent and not dependent and County hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, County shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

[signatures follow on next page]


IN WITNESS WHEREOF, Landlord and County have caused this Lease to be executed the day and date first above written.

"LANDLORD"

WHEATON PLAZA REGIONAL SHOPPING CENTER LLC,  
a Delaware limited liability company

By: West-OC 2 OP, LLC,  
a Delaware limited liability company,  
its sole member

By: West-OC 2 REIT 1, LLC,  
a Delaware limited liability company,  
a managing member

By:   
Name: John Kim  
Title: Assistant Secretary

By: West-OC 2 REIT 2, LLC,  
a Delaware limited liability company,  
a managing member

By:   
Name: John Kim  
Title: Assistant Secretary

By: West-OC 2 REIT 3, LLC,  
a Delaware limited liability company,  
a managing member

By:   
Name: John Kim  
Title: Assistant Secretary

"COUNTY"

WITNESS:

MONTGOMERY COUNTY, MARYLAND,  
a Body Corporate and Politic and Political  
Subdivision of the State of Maryland

By: Julie L. White

Date: 5/25/17

By: Ramona Bell Pearson  
Ramona Bell Pearson, Assistant  
Chief Administrative Officer

Date: May 25, 2017

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Alexander Thompson  
Name: Alexander Thompson

Date: 5/22/17

RECOMMENDED

By: Cynthia Brennenman  
Cynthia Brennenman, Director Enclon T. Ossant  
Office of Real Estate

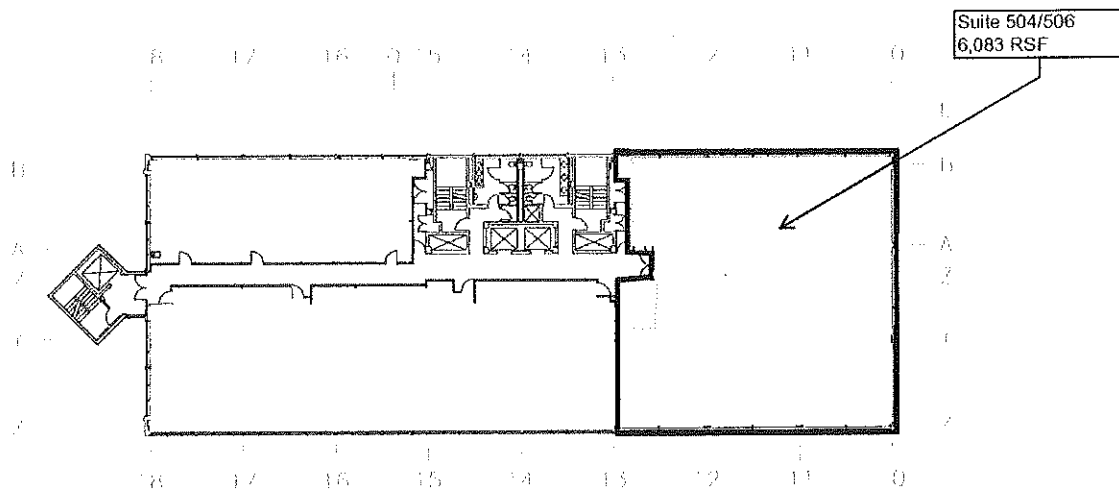
Date: 5-25-17

## EXHIBIT A

### WHEATON PLAZA REGIONAL SHOPPING CENTER

#### OUTLINE OF PREMISES

The floor plan which follows is intended solely to identify the general location of the Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.



FLOOR 5



11002 Veirs Mill Road  
11002 Veirs Mill Road  
Wheaton, MD 20902



## **EXHIBIT B**

### **WHEATON PLAZA REGIONAL SHOPPING CENTER**

#### **COUNTY WORK LETTER**

This County Work Letter shall set forth the terms and conditions relating to the construction of the County improvements in the Premises on a "turnkey" basis. This County Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this County Work Letter to Articles or Sections of "this Lease" shall mean the relevant portion of Articles 1 through 38 of the Office Lease to which this County Work Letter is attached as Exhibit B and of which this County Work Letter forms a part, and all references in this County Work Letter to Sections of "this County Work Letter" shall mean the relevant portion of Sections 1 through 6 of this County Work Letter.

#### **SECTION 1**

##### **CONSTRUCTION DRAWINGS FOR THE PREMISES; COUNTY IMPROVEMENTS**

Landlord and County have approved that certain pricing plan for the Premises prepared by Project 308 Design, dated June 21, 2016, and identified as project number 16C014, a copy of which is attached hereto as Schedule 1 (the "Pricing Plan"). Immediately following County's execution and delivery of this Lease, County shall cooperate in good faith with Landlord's architects and engineers to supply such information as is necessary to allow the Landlord's architects and engineers to complete the architectural and engineering drawings for the Premises, and the final architectural working drawings in a form which is complete to allow subcontractors to bid on the work and to allow Landlord to obtain all applicable permits ("Permits") and in a manner consistent with, and which are a logical extension of, the Pricing Plan (as reasonably determined by Landlord) and otherwise in accordance with Building standards and the specifications set forth on Schedule 2 attached hereto (collectively, the "Approved Working Drawings"). County shall review and approve the Approved Working Drawings in accordance with Section 6.8 below. Landlord shall be responsible for the cost of the Pricing Plan, Approved Working Drawings, Permits and any other consulting or professional fees required by Landlord in connection with the design and construction of the County Improvements (defined below). Landlord shall, at its sole cost and expense, obtain the Permits, demolish the existing improvements in the Premises (bringing it back to a shell condition) and construct the new improvements (which shall include a supplemental HVAC system) in the Premises (the "County Improvements") pursuant to the Approved Working Drawings, in a good and workmanlike manner, in compliance with all Applicable Laws and in accordance with applicable industry standards, and Landlord shall thereafter deliver the Premises to County in a condition that is compliant with all applicable Accessibility Laws (as that term is defined in Section 6.9 below). County shall make no changes or modifications to (i) the Pricing Plan, or (ii) once completed, the Approved Working Drawings, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion if such change or modification would directly or indirectly delay the "Substantial Completion," as that term is defined in Section 5.1 of this County

Work Letter, of the Premises or increase the cost of designing or constructing the County Improvements.

## SECTION 2

### OVER-ALLOWANCE AMOUNT

In the event that after County's execution of this Lease, any revisions, changes, or substitutions shall be made to (i) the Pricing Plan, (ii) the Approved Working Drawings (once the same are completed), or (iii) the County Improvements, or in the event that County requests revisions, changes, or substitutions which cause the Approved Working Drawings to not be a logical extension of the Pricing Plan, then any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by County to Landlord immediately upon Landlord's request.

## SECTION 3

### CONTRACTOR'S WARRANTIES AND GUARANTIES

Landlord hereby assigns to County all warranties and guaranties by the contractor who constructs the County Improvements (the "Contractor") relating to the County Improvements, and County hereby waives all claims against Landlord relating to, or arising out of the construction of, the County Improvements.

## SECTION 4

### COUNTY'S COVENANTS

County hereby indemnifies Landlord for any loss, claims, damages or delays arising from the actions of County's space planner/architect on the Premises or in the Building. In addition, immediately after the Substantial Completion of the Premises, County shall have prepared and delivered to the Building a copy of the record set of plans and specifications (including all working drawings) for the County Improvements.

## SECTION 5

### COMPLETION OF THE COUNTY IMPROVEMENTS; LEASE COMMENCEMENT DATE

5.1 Ready for Occupancy. The Premises shall be deemed "Ready for Occupancy" upon the Substantial Completion of the Premises. For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the later of (i) the completion of construction of the County Improvements in the Premises pursuant to the Approved Working Drawings (as reasonably determined by Landlord), with the exception of any punch list items and any County fixtures, work-stations (including any related fixture and/or equipment electrification), built-in furniture, or equipment (including security and other County systems) to be installed by County or under the supervision of Contractor, and (ii) the date Landlord has obtained a certificate of occupancy or the legal equivalent allowing legal occupancy of the Premises with respect to the

completion of the County Improvements (the "C of O") (provided that County shall cooperate with all reasonable Landlord requests in connection with Landlord's obtaining of the C of O and/or matters affecting Landlord's ability to obtain the C of O).

5.2 Delay of the Substantial Completion of the Premises. Except as provided in this Section 5.2, the Lease Commencement Date shall occur as set forth in the Lease and Section 5.1, above. If there shall be a delay or there are delays in the Substantial Completion of the Premises or in the occurrence of any of the other conditions precedent to the Commencement Date, as set forth in of the Lease, as a direct, indirect, partial, or total result of:

5.2.1 County's failure to timely approve any matter requiring County's approval;

5.2.2 A breach by County of the terms of this County Work Letter or the Lease;

5.2.3 County's request for changes in the Pricing Plan, the County Improvements, or, once completed, the Approved Working Drawings, or County's request for changes which cause the Approved Working Drawings to not be a logical extension of the Pricing Plan;

5.2.4 County's requirement for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Premises, as set forth in the Lease, or which are different from, or not included in, Landlord's standard improvement package items for the Building;

5.2.5 Changes to the base, shell and core work of the Building required by the Approved Working Drawings;

5.2.6 Any act or omission of County or County's agents, employees, contractors, subcontractors, laborers, materialmen and/or suppliers, which relates to the requirements necessary to obtain the C of O and which causes a delay in the issuance of the C of O; or

5.2.7 Any other acts or omissions of County, or its agents, or employees;

then, notwithstanding anything to the contrary set forth in the Lease or this County Work Letter and regardless of the actual date of the Substantial Completion of the Premises, the date of Substantial Completion of the Premises shall be deemed to be the date the Substantial Completion of the Premises would have occurred if no County delay or delays, as set forth above, had occurred.

## SECTION 6

### MISCELLANEOUS

6.1 County's Entry Into the Premises Prior to Substantial Completion. Provided that County and its agents do not interfere with Contractor's work in the Building and the Premises, Contractor shall allow County access to the Premises two (2) weeks (i.e., 14 days) prior to the date that Landlord reasonably anticipates the Substantial Completion of the Premises will occur for the purpose of County installing its furniture, equipment and fixtures (including County's data and telephone cabling and equipment) and/or conducting business in the Premises. Notwithstanding

the foregoing, in no event shall Landlord be liable to County in the event that the Substantial Completion of the Premises occurs prior to or after the date upon which Landlord anticipates the Substantial Completion of the Premises to occur. Prior to County's entry into the Premises as permitted by the terms of this Section 6.1, County shall submit a schedule to Landlord and Contractor, for their approval, which schedule shall detail the timing and purpose of County's entry. County shall hold Landlord harmless from and indemnify, protect and defend Landlord against any loss or damage to the Building or Premises and against injury to any persons caused by County's actions pursuant to this Section 6.1.

6.2 Freight Elevators. Landlord shall, consistent with its obligations to other tenants of the Building, make the freight elevator reasonably available to County in connection with initial decorating, furnishing and moving into the Premises.

6.3 County's Representative. County has designated Stephen Batterden as its sole representative with respect to the matters set forth in this County Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the County as required in this County Work Letter.

6.4 Landlord's Representative. Landlord has designated Gary Dercach as its sole representative with respect to the matters set forth in this County Work Letter, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Landlord as required in this County Work Letter.

6.5 Labor Harmony. County shall not be required to utilize union contractors, materials, mechanics or materialmen; however, County shall not employ, or permit the employment of, any contractor, mechanic or materialmen, or permit any materials to be delivered to or used in the Building, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or materialmen engaged in the construction, maintenance or operation of the Building by Landlord, County or others. If such interference or conflict occurs, upon Landlord's request, County shall cause all contractors, mechanics or materialmen causing such interference or conflict to leave the Building immediately.

6.6 Time of the Essence in This County Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where County is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Landlord's sole option, at the end of such period the item shall automatically be deemed approved or delivered by County and the next succeeding time period shall commence.

6.7 County's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an event of default as described in the Lease, or a default by County under this County Work Letter, has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to cause Contractor to cease the construction of the Premises (in which case, County shall be responsible for any delay in the Substantial Completion of the Premises caused by such work stoppage as set forth in Section 5 of this County Work Letter), and

(ii) all other obligations of Landlord under the terms of this County Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease.

6.8 Cooperation by County. County acknowledges that the timing of the completion of the Approved Working Drawings and the County Improvements is of the utmost importance to Landlord. Accordingly, County hereby agrees to fully and diligently cooperate with all reasonable requests by Landlord in connection with or related to the design and construction of the County Improvements, and in connection therewith, shall respond to Landlord's requests for information and/or approvals, except as specifically set forth herein to the contrary, within two (2) business days following request by Landlord.

6.9 Landlord Work. Landlord shall, at Landlord's sole cost and expense, using Landlord's Building standard methods, materials and finishes, (i) install a ramp to the third floor entrance to the Building to the extent required by the applicable provisions of the Maryland Accessibility Code and the Americans With Disabilities Act, 42 U.S.C. §12101 (et seq.) (the "Accessibility Codes"), as such work is described in the ADA Report (defined below), (ii) perform such modifications to the Building Parking Facility to the extent required by the Accessibility Codes, as such work is described in the ADA Report, (iii) perform such modifications to certain access points to the Building to the extent required by Accessibility Codes, as such work is described in the ADA Report, and (iv) perform all other work described in the ADA Report. The foregoing work described in (i) through (iv) above shall be collectively referred to herein as the "Landlord Work". The Parties hereby acknowledge and agree that the Landlord Work may be performed by Landlord concurrently with the County Improvements, provided that the completion of the Landlord Work shall not be a condition precedent to the occurrence of the Lease Commencement Date or the commencement of County's obligation to pay Rent, it being further acknowledged that the Lease Commencement Date shall occur as provided in Section 2.2 of this Lease. "ADA Report" shall mean that certain ADA Evaluation Report of 11002 Veirs Mill Road, Silver Spring, MD 20902, prepared by Heath Design Group, dated February 11, 2016 and identified as Project Number 16009, a copy of which is attached to this Lease as Exhibit J.

**SCHEDULE 1**  
**APPROVED PRICING PLAN**  
**[ATTACHED]**

## GENERAL NOTES

- [illegible]

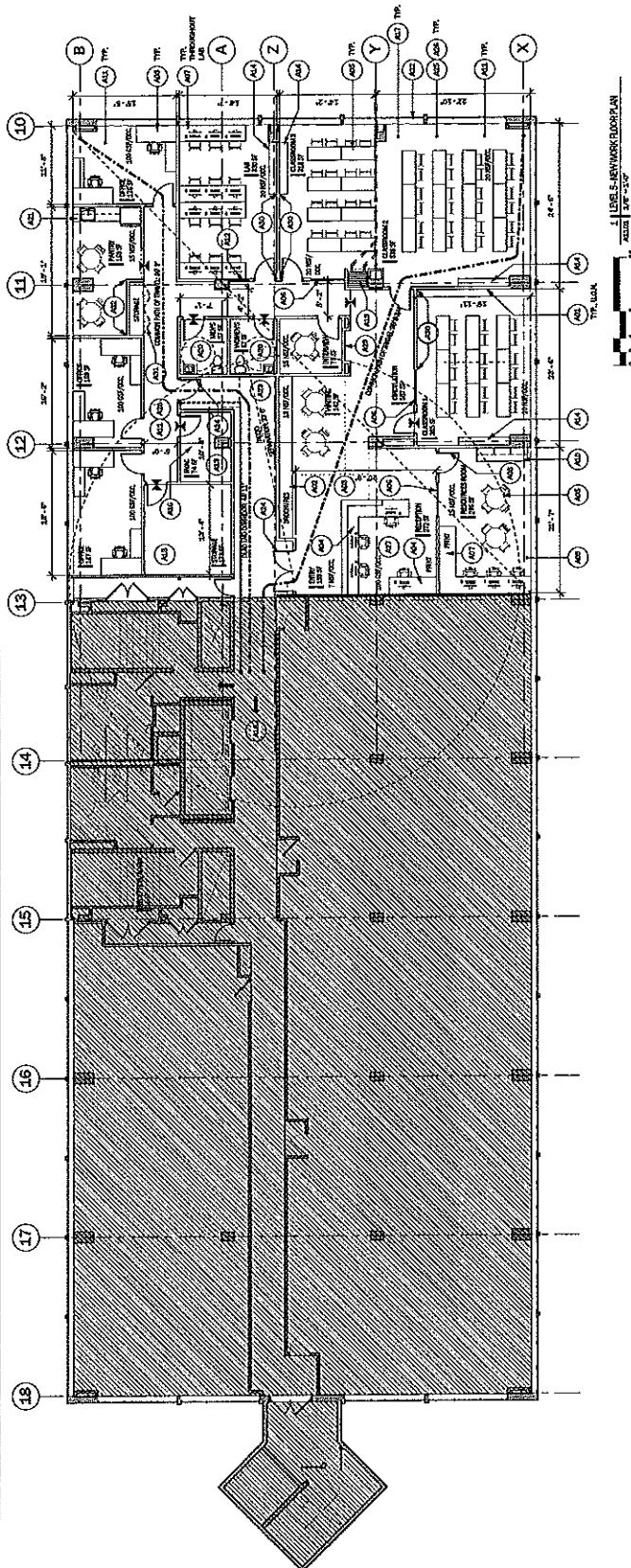
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## SHEET KEYNOTES - PLAN

[illegible]

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1 LEVEL 5-NEW WORK FLOOR PLAN

## **SCHEDULE 2**

### **BUILDING SPECIFICATIONS**

**Build Standard Specifications to include but not limited to all features or accessories that are normally part of or included as a complete assembly.**

- Ceilings; Metal grid (existing to remain) assuming some selective demo where needed, repaint throughout, new mid-grade tiles throughout.
  - Walls; gypsum, sound insulated, new paint, two coats, all doors and jambs paint two coats.
  - Furnish and install mini blinds on all perimeter windows.
  - Millwork; base / wall units PLAM with hardware, countertops PLAM with grommets as required, mirrors & bath hardware as needed, SS hand wash sinks in exam rooms with paper towel dispensers and biohazard disposal containers. Provide 3 levels of melamine shelving in all storage rooms. Provide shelf and hanger pole in all coat cubbies in classrooms and coat closets.
  - Doors; reuse existing where swing matches, new solid core units with passage ADA levers and locksets on all interior offices and door stops on classrooms and storage areas unless otherwise directed. Provide door closures on main suite entry, classrooms and corridor doors as required. Provide key box, mounted with 2 spares, labeled each for all interior locksets. Include coat hooks on all doors unless otherwise directed. Provide suite # and office # signage throughout space.
  - Floors; new 30 Oz. direct glue carpet and/or 12 x 12 VCT where required (high traffic, exam rooms, break rooms etc), vinyl cove base throughout.
  - Electrical; New energy efficient lighting grid troffers, minimum of 3 outlets in all offices, dedicated circuits for office equipment in common areas, provide necessary circuitry to support computer lab on 5<sup>th</sup> floor, min. 13- PC's, provide connectivity for extension whips to systems furniture where needed. Install ceiling mounted outlets for A/V equipment as directed. Provide plywood backboard and power for all telephones and security equipment.
  - Install as required a wired button notification system in at least 50% of the closed offices.
  - Provide new ring/string in locations specific to new telecom layout.
-



**EXHIBIT C**

**WHEATON PLAZA REGIONAL SHOPPING CENTER**

**CERTIFICATE OF COMMENCEMENT**

In accordance with the Office Lease Agreement dated \_\_\_\_\_, 2017, (the "Lease"), between **WHEATON PLAZA REGIONAL SHOPPING CENTER LLC**, a Delaware limited liability company ("Landlord") and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland ("County"), Landlord delivers to County this Certificate of Commencement (this "Certificate") dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

**Delivery**

By signing below, in accordance with Section 2 of the Lease, the County acknowledges receipt of keys/keycards and hereby accepts delivery of the Premises located at 11002 Veirs Mill Road, Wheaton MD with all Tenant Improvements substantially complete, subject to completion of any punch-list mutually agreed upon by Landlord and the County.

**Acknowledgements**

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

1. The Lease Commencement Date for the Premises is \_\_\_\_\_, 2017.
2. The Lease Expiration Date for the Premises is \_\_\_\_\_, 202\_\_.
3. The Rentable Area of the Premises is \_\_\_\_\_ rentable square feet.
4. County's Share of the annual Operating Expenses and Tax Expenses, which are in excess of Operating Expenses and Tax Expenses, respectively incurred in the Base Year, is \_\_\_\_\_%.
5. The Annual Base Rent initially is \$\_\_\_\_\_.
6. The Monthly Installment of Base Rent initially is \$\_\_\_\_\_.
7. The Amount of the Security Deposit is \$0.00.

[Signature Pages Follow]

"LANDLORD"

WHEATON PLAZA REGIONAL SHOPPING CENTER LLC,  
a Delaware limited liability company

By: West-OC 2 OP, LLC,  
a Delaware limited liability company,  
its sole member

By: West-OC 2 REIT 1, LLC,  
a Delaware limited liability company,  
a managing member

By: \_\_\_\_\_  
Name:  
Title:

By: West-OC 2 REIT 2, LLC,  
a Delaware limited liability company,  
a managing member

By: \_\_\_\_\_  
Name:  
Title:

By: West-OC 2 REIT 3, LLC,  
a Delaware limited liability company,  
a managing member

By: \_\_\_\_\_  
Name:  
Title:

"COUNTY"

WITNESS:

MONTGOMERY COUNTY, MARYLAND,  
a Body Corporate and Politic and Political  
Subdivision of the State of Maryland

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

By: \_\_\_\_\_  
Ramona Bell Pearson, Assistant  
Chief Administrative Officer

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

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

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

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

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

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

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

## **EXHIBIT D**

### **WHEATON PLAZA REGIONAL SHOPPING CENTER**

#### **RULES AND REGULATIONS**

County shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to County for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

1. County shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. County shall bear the cost of any lock changes or repairs required by County. Two keys will be furnished by Landlord for the Premises, and any additional keys required by County must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. County, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of County and any expense of said damage or injury shall be borne by County.

5. No furniture, freight, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. County shall provide Landlord with not less than 24 hours prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such

procedures as are appropriate to protect against damage to the elevators or other parts of the Building.

6. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

7. The requirements of County will be attended to only upon application at the Office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

8. County shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or Landlord's agents to prevent same.

9. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

10. County shall not overload the floor of the Premises, nor mark, drive nails or screws (except to the extent required for the hanging of normal and customary pictures or other wall hangings on the interior walls of the Premises), or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained.

11. Except for vending machines intended for the sole use of County's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

12. County shall not use or keep in or on the Premises or the Building any kerosene, gasoline or other inflammable or combustible fluid or material.

13. County shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord.

14. County shall not permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.

15. County shall not bring into or keep within the Building or the Premises any firearms, animals, birds, bicycles or other vehicles.

16. No cooking shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or

immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

17. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord.

18. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

19. County, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.

20. County shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. This includes the closing of exterior blinds, disallowing the sun rays to shine directly into areas adjacent to exterior windows.

21. County shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

22. County shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

23. County shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied.

24. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building.

25. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. All electrical ceiling fixtures hung in offices or

spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

26. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by County, nor shall any bottles, parcels or other articles be placed on the windowsills.

27. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Project.

28. Food vendors shall be allowed in the Building upon receipt of a written request from the County. The food vendor shall service only the tenants that have a written request on file in the Building Management Office. Under no circumstance shall the food vendor display their products in a public or common area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building.

29. County must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

30. County must comply with applicable "**NO-SMOKING**" ordinances and all related, similar or successor ordinances, rules, regulations or codes. If County is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building. In addition, no smoking of any substance shall be permitted within the Project except in specifically designated outdoor areas. Within such designated outdoor areas, all remnants of consumed cigarettes and related paraphernalia shall be deposited in ash trays and/or waste receptacles. No cigarettes shall be extinguished and/or left on the ground or any other surface of the Project. Cigarettes shall be extinguished only in ashtrays. Furthermore, in no event shall County, its employees or agents smoke tobacco products or other substances within any interior areas of the Project or within seventy-five feet (75') of any entrance into the Building or into any other Project building.

31. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to County or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person. County shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

**EXHIBIT E**

**WHEATON PLAZA REGIONAL SHOPPING CENTER**

**FORM OF COUNTY'S ESTOPPEL CERTIFICATE**

The undersigned as Montgomery County, a body corporate and politic and a political subdivision of the State of Maryland (the "County") under that certain Office Lease (the "Lease") made and entered into as of \_\_\_\_\_, 20\_\_ and between **[INSERT LANDLORD NAME AND LEGAL ENTITY]** as Landlord, and the undersigned as County, for Premises on the \_\_\_\_\_ floor(s) of the Office Building located at

[INSERT BUILDING ADDRESS] certifies as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Exhibit A represent the entire agreement between the Parties as to the Premises.
2. The undersigned has commenced occupancy of the Premises described in the Lease, currently occupies the Premises, and the Lease Term commenced on \_\_\_\_\_.
3. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit A.
4. County has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:
5. The County has not prepaid any amounts owing under the Lease to Landlord in excess of thirty (30) days without the prior written consent of Landlord's mortgagee.
6. Base Rent became payable on \_\_\_\_\_.
7. The Lease Term expires on \_\_\_\_\_.
8. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder.
9. No rental has been paid in advance and no security has been deposited with Landlord except as provided in the Lease.
10. As of the date hereof, there are no existing defenses or offsets that the undersigned has, which preclude enforcement of the Lease by Landlord.
11. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through \_\_\_\_\_. The current monthly installment of Base Rent is \$ \_\_\_\_\_.
12. The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord's prospective mortgagee, or a prospective purchaser, and acknowledges that it recognizes



that if same is done, said mortgagee, prospective mortgagee, or prospective purchaser will be relying upon the statements contained herein in making the loan or acquiring the property of which the Premises are a part, and in accepting an assignment of the Lease as collateral security, and that receipt by it of this certificate is a condition of making of the loan or acquisition of such property.

13. The individual executing this Estoppel Certificate on behalf of County hereby represents and warrants that she is authorized to do so.

Executed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

"COUNTY"

WITNESS:

MONTGOMERY COUNTY, MARYLAND,  
a Body Corporate and Politic and Political  
Subdivision of the State of Maryland

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

By: \_\_\_\_\_  
Ramona Bell Pearson, Assistant  
Chief Administrative Officer

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

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

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

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

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

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

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

## **EXHIBIT F**

### **WHEATON PLAZA REGIONAL SHOPPING CENTER**

#### **Asbestos Notice**

*Background of Notice.* Asbestos was widely used in fireproofing and insulation materials from the 1930s to the late 1970s. As a result, hundreds of thousands of buildings in this country contain some quantity of asbestos. Certain laws require owners of commercial buildings constructed prior to 1980 to notify tenants and contractors of any known or presumed asbestos containing materials ("PACM") or asbestos containing material ("ACM"). PACM includes thermal system insulation (such as that applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain) and surfacing material (such as that which is sprayed on, troweled-on or otherwise applied to surfaces (examples are acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing and other purposes) found in buildings constructed no later than 1980. Although not considered PACM, asphalt and vinyl flooring installed in buildings constructed no later than 1980 should also be considered asbestos containing. Both PACM and asphalt and vinyl flooring can be shown not to contain asbestos through analytical testing.

The building located at 11002 Veirs Mill Road in Wheaton, Maryland was constructed prior to 1980. As a result, PACM is present in the building. Materials suspected of containing ACM were tested for the presence of ACM in 1996.

ACM was detected in certain insulation materials, equipment/fixture fittings, vibration dampener, certain floor tiles, floor tile mastic, ceiling tiles, ceiling mastic and in the south boiler, as described in the table below.

The ACM surveys are available for inspection at the Building manager's office during normal business hours. This notification is provided to assist County in making appropriate disclosures to County's employees and others.

**In the event that County encounters any suspect ACM or PACM, please do not disturb the material. If County encounters any ACM or PACM that is damaged or in poor condition, please notify the Building Manager immediately.**

*Work Practices.* Any repairing, moving, drilling, boring, or other disturbance of any ACM or PACM may release asbestos fibers. Any such activity (i) shall require Landlord's prior written approval (which approval may be conditioned upon County developing and agreeing to implement a plan which protects against the release of, or exposure to, any ACM or PACM), (ii) must be undertaken in accordance with all applicable laws, and (iii) shall be performed by personnel qualified to handle ACM. Any ACM or PACM shall not be repaired, moved, drilled, bored or otherwise distributed except under the supervision of a "competent person" as defined in the law and in accordance with all applicable regulations.

To ensure that these procedures are effective, it is important that Building tenants avoid any activity that could disturb ACM/PACM. Accordingly, if County wishes to perform any work subject to regulation under any asbestos regulatory program County shall be required to obtain

Landlord's prior written approval thereto. In the event the nature of County's proposed activity does not require Landlord's prior written approval (e.g., the performance of standard cleaning activities in the Premises) but County is nevertheless unsure as to whether such proposed activity will disturb ACM or PACM, County must provide at least five (5) business days notice to the Building Manager's office.

In addition, County shall notify Landlord if (a) holes with a diameter of more than one-quarter inch (1/4") develop in the Premises, (b) water leaks become evident, and/or (c) any of the wallboards or components of the ceiling located within the Premises start to crumble or otherwise peel.

Health Risks. ACM is generally not thought to present a threat to human health unless there is a release of asbestos fibers into the air, which does not typically occur unless (i) the materials are in a deteriorated condition, or (i) the materials have been significantly disturbed, such as through abrasive cleaning, maintenance or renovation activities. The health risks generally associated with asbestos result from the inhalation of asbestos fibers. The inhalation of asbestos fibers has been associated with serious lung diseases including asbestosis, lung cancer and mesothelioma.

Please contact the Building Manager's office if County has any questions regarding this notice.

**EXHIBIT G**

**WHEATON PLAZA REGIONAL SHOPPING CENTER**

**FORM OF PROMISSORY NOTE**

**[FOR INITIAL TERM BROKERAGE COMMISSIONS AND  
TENANT IMPROVEMENT COSTS]**

\_\_\_\_\_, 201\_\_

**PROMISSORY NOTE**

FOR VALUE RECEIVED **MONTGOMERY COUNTY, MARYLAND**, a body politic and corporate ("**Promisor**") promises to pay to the order of **WHEATON PLAZA REGIONAL SHOPPING CENTER LLC**, a Delaware limited liability company ("**Beneficiary**") the principal sum of \_\_\_\_\_ and 00/100 DOLLARS (\$ \_\_\_\_\_ .00) (the "**Termination Fee**"), under the terms set out below.

**RECITALS**

WHEREAS, the Beneficiary is the owner of an office building located at 11002 Veirs Mill Road, Wheaton, MD 20902 ("**Building**"); and

WHEREAS, the Promisor desires to lease approximately 6,083 rentable square feet of the Building as depicted in Exhibit A of the Office Lease Agreement by and between the Promisor and the Beneficiary dated \_\_\_\_\_ ("**Lease**"); and

WHEREAS, the Beneficiary is obligated to pay brokerage commissions related to the Promisor's leasehold interest in the Building; and

WHEREAS, the Lease requires the Beneficiary to undertake tenant improvements prior to the County operating in the Building; and

WHEREAS, because of the significant amount of "Transactions Costs" (as defined in Section 28.2 of the Lease) incurred by the Beneficiary to pay the brokerage commissions and construct the County Improvements, the Beneficiary requires the Promisor to pay the Termination Fee if the Promisor does not occupy the Building for the entirety of the **initial "Lease Term"**, as defined in Section 2 of the Lease; and

WHEREAS, any term not defined in this Promissory Note has the meaning provided in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Promisor and the Beneficiary agree as follows:

1. The Transactions Costs shall be advanced by Beneficiary as required in the brokerage contract and as provided in Section 28.2 of the Lease, with an accounting of the Transactions Costs provided to the Promisor as required under Section 28.2 of the Lease.

2. The **Maturity Date** of this Promissory Note is thirty (30) days following the effective date of the termination of the Lease pursuant to Section 28.1 of the Lease.

3. The Termination Fee shall be all due and payable on the Maturity Date; except however, that during the initial Lease Term, as long as the County continues to lease the Building, the Termination Fee shall be reduced by one-tenth on the first anniversary of the Lease Commencement Date and by one-tenth on every anniversary thereafter.

4. No interest shall accrue on the Termination Fee.

5. The Beneficiary shall not transfer, sell or otherwise endorse this Promissory Note to a third party, except to a party succeeding to Beneficiary's interest in the Property or the Lease.

6. The Promisor may prepay the entire sum due under this Promissory Note at any time without penalty or premium.

7. This Promissory Note represents a commercial loan as defined in Section 12-101(c) of the Commercial Law Article of the Annotated Code of Maryland.

8. All payments due under this Promissory Note shall be made to Wheaton Plaza Regional Shopping Center LLC, c/o Westfield, LLC, 2049 Century Park East, 41<sup>st</sup> Floor, Los Angeles, CA 90067, or at such place as the Beneficiary shall designate in writing.

9. Time is of the essence with respect to the obligations of the Promisor under the terms of this Promissory Note.

10. As to this Promissory Note, Promisor waives all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, waives all rights to trial by jury in any action or proceeding instituted by or against the Beneficiary which pertains directly to this Promissory Note, and also waives valuation and appraisement, presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Promissory Note, and expressly agrees that the maturity of this Promissory Note, or any payment under this Promissory Note, may be extended by the Beneficiary from time to time without in any way affecting the liability of Promisor, and Promisor represents that this Promissory Note is not contingent upon any appropriations.

IN WITNESS WHEREOF, the Promisor has caused this Promissory Note to be executed and delivered on its behalf by its duly authorized representative on the date first written above.

WITNESS:

PROMISOR:

MONTGOMERY COUNTY, MARYLAND,  
a Body Corporate and Politic and Political  
Subdivision of the State of Maryland

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

By: \_\_\_\_\_  
Ramona Bell Pearson, Assistant  
Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

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

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

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

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

**EXHIBIT H**  
**WHEATON PLAZA REGIONAL SHOPPING CENTER**  
**CLEANING STANDARDS**  
**[ATTACHED]**

# Wheaton Office - Scope of Work Required QSP 85

## Standard Annual Frequency Chart

Twice per day, five days per week  
Five days per week  
Three days per week  
Once per week service  
Once per month service  
Quarterly service  
Yearly service

Annual  
Frequency  
5 days/week (x2)  
5 days/week  
3 days/week  
weekly  
monthly  
quarterly  
annually

Office Area	Office Building Spec
Office Area	Annual Frequency
Empty general and recyclable trash, replace liners when soiled or torn. Remove trash to designated area.	5 days/week
Spot clean carpet using approved carpet spotting equipment and supplies resulting in a spot-free uniform appearance.	5 days/week
Dust mop floors using a microfiber dust mop to remove dust and debris.	5 days/week
Spot mop hard surface floors to remove visible soil and spots; deploy "Wet Floor" signage until dry.	5 days/week
Wash and dry dishes and coffee pots to remove food debris and streaks.	5 days/week
Spot vacuum traffic lanes and personal work spaces to remove soil, dust and debris.	5 days/week
Fully vacuum all carpeted areas from wall to wall to remove soil, dust and debris.	weekly
Dust areas above shoulder level and below knee level to remove dust and cobwebs.	weekly
Dust and damp wipe refrigerator exterior to remove streaks, fingerprints, dust and soil.	weekly
Damp mop floors to remove soil and spots.	weekly
Dust furniture and spot clean all horizontal and vertical surfaces to remove fingerprints, dust and soil.	weekly
Spot clean telephones and sanitize receivers to provide sanitary units free of dust and soil.	weekly
Dust venetian blinds to remove soil, dust and cobwebs.	monthly
Bonnet clean or shampoo using dry foam method to remove surface soils to provide a sanitized area free of malodor, dust, debris, soil and streaks.	quarterly
Apply restorer and burnish tile floors to remove scuffs and to provide a clean uniform high-gloss appearance.	quarterly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	quarterly
Dust light fixtures to remove exterior dust and cobwebs.	quarterly
Hot-water extract carpeted areas using approved equipment and supplies, removing embedded soil to provide a clean uniform appearance.	twice annually
Machine scrub and recoat floors using approved floor finish to provide a clean uniform high-gloss appearance.	twice annually
Shampoo fabric furniture to remove soil and buildup.	annually
Completely strip and refinish floors, apply three coats of approved floor finish and buff to remove soil, streaks and buildup and to produce a clean uniform high-gloss appearance.	annually
Wash trash containers to remove soil.	annually
Medical / Health-related Service Areas	Annual Frequency
Empty general and recyclable trash, replace liners when soiled or torn. Remove trash to designated area.	5 days/week
Spot clean carpet using approved carpet spotting equipment and supplies resulting in a spot-free uniform appearance.	5 days/week
Dust mop floors using a microfiber dust mop to remove dust and debris.	5 days/week
Damp mop floors with approved disinfectant to disinfect and to remove soil and spots.	5 days/week
Spot vacuum traffic lanes and personal work spaces to remove soil, dust and debris.	5 days/week
Fully vacuum all carpeted areas from wall to wall to remove soil, dust and debris.	weekly
Dust areas above shoulder level and below knee level to remove dust and cobwebs.	weekly
Dust and damp wipe refrigerator exterior to remove streaks, fingerprints, dust and soil.	weekly
Spot clean telephones and sanitize receivers to provide sanitary units free of dust and soil.	weekly
Dust furniture and disinfect all horizontal and vertical surfaces to remove pathogens, fingerprints, dust and soil.	weekly
Wash and disinfect trash containers to remove soil.	monthly
Dust venetian blinds to remove soil, dust and cobwebs.	monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	quarterly
Dust light fixtures to remove exterior dust and cobwebs.	quarterly
Bonnet clean or shampoo using dry foam method to remove surface soils to provide a sanitized area free of malodor, dust, debris, soil and streaks.	quarterly
Apply restorer and burnish tile floors to remove scuffs and to provide a clean uniform high-gloss appearance.	quarterly



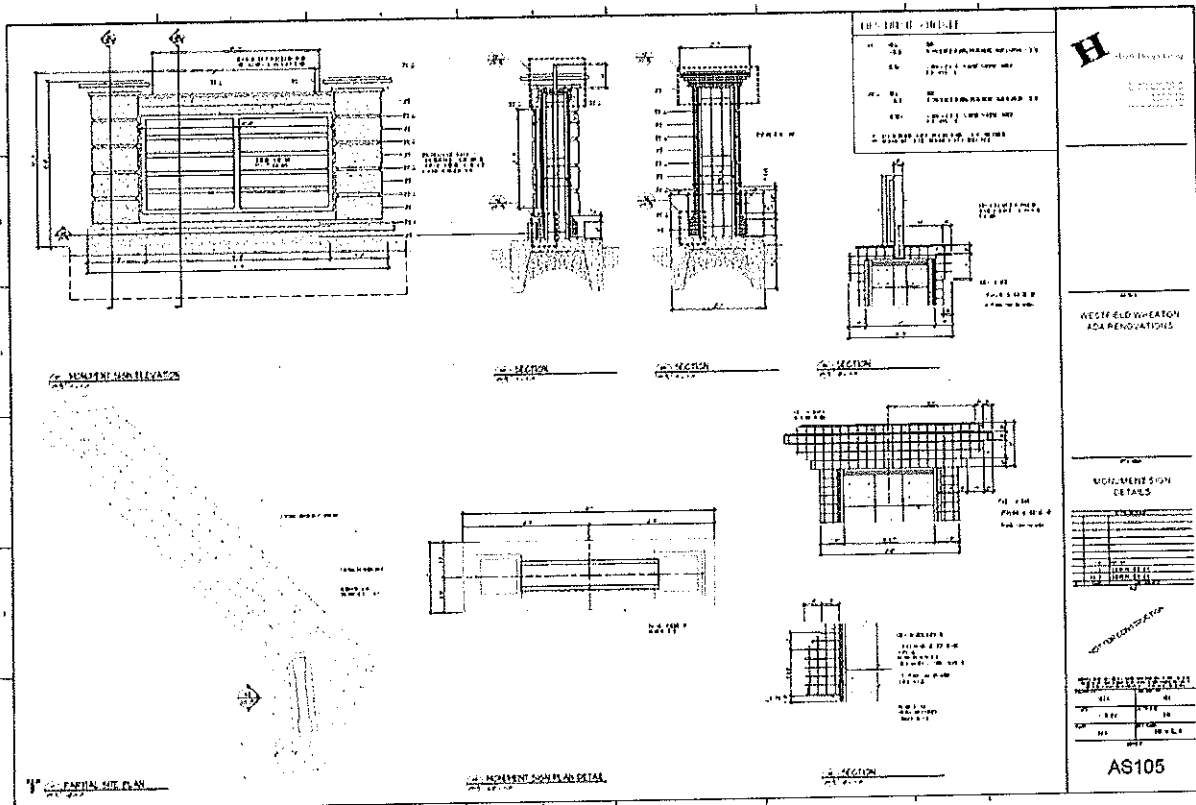
Hot-water extract carpeted areas using approved equipment and supplies, removing embedded soil to provide a clean uniform appearance.	twice annually
Machine scrub and recoat floors using approved floor finish to provide a clean uniform high-gloss appearance.	twice annually
Shampoo fabric furniture to remove soil and buildup.	annually
Completely strip and refinish floors, apply three coats of approved floor finish and buff to remove soil, streaks and buildup and to produce a clean uniform high-gloss appearance.	annually
<b>Restrooms - Customer</b>	<b>Annual Frequency</b>
Police restrooms: remove trash and debris, spot clean fixtures, walls, mirrors, door frames, handles, light switches and spot mop floors to provide a sanitized area free of dust, debris, soil and streaks. Refill dispensers (soap, tissue, seat covers, hand towels and sanitary supplies).	5 days/week (x2)
Complete clean restrooms; apply germicidal to fixtures, surfaces, door frames, handles and light switches; refill dispensers, empty trash and replace liners, clean chrome and mirrors; spot clean partitions, sweep and mop floors with germicidal cleaner providing a clean and sanitized area free of malodor, dust, debris, soil and streaks.	5 days/week
Dust areas above shoulder level and below knee level to remove dust and cobwebs.	weekly
With a germicidal cleaner, completely damp wipe restroom partitions including high/low areas resulting in a sanitized surface free of soil, dust and streaks.	weekly
Wash and sanitize trash receptacles to remove soil and stains.	monthly
Wash restroom walls with germicidal cleaner resulting in a sanitized surface free of soil, dust and streaks.	monthly
Machine scrub restroom floors with germicidal cleaner to remove soil and buildup.	monthly
Replace air freshener cartridges to prevent malodor.	monthly
Clean floor drain surfaces, remove debris and pour disinfectant or enzyme solution into drain to prevent malodor.	monthly
Damp wipe light fixture and ceiling vent exteriors to remove soil, dust and cobwebs.	quarterly
<b>Break / Kitchenette</b>	<b>Annual Frequency</b>
Empty break room trash, replace liners and tie-off at corners, clean obvious food and spills from exterior of trash container. Remove trash to designated area.	5 days/week
Dust and damp wipe horizontal and vertical break room surfaces including microwave.	5 days/week
Dust mop floors with a microfiber dust mop.	5 days/week
Damp mop floors to remove dirt and spills.	5 days/week
Fully vacuum all carpeted areas from wall to wall.	5 days/week
Spot clean carpet using approved carpet spotting equipment and supplies.	weekly
Dust areas above shoulder level and below knee level.	quarterly
Burnish finished floor using electric burnisher.	monthly
Damp wipe trash containers to remove soil and stains.	quarterly
Damp wipe air vents to remove dust, soil and cobwebs.	quarterly
Dust window treatments including horizontal and vertical blinds.	3x annually
Machine scrub and recoat floors using approved floor finish.	twice annually
Hot-water extract carpeted areas using approved equipment and supplies.	annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	annually
Completely strip and refinish floors, apply three coats of approved floor finish and buff.	annually

## EXHIBIT I

### WHEATON PLAZA REGIONAL SHOPPING CENTER

#### APPROVED NEW MONUMENT SPECIFICATIONS

Below is a copy of Exhibit I. Because of the small type, Exhibit I is also described as follows: Westfield Wheaton Mall, Accessible Route Modifications, Monument Sign Details, Sheet No. AS105, prepared by Heath Design Group, and last dated 2-8-17.



**EXHIBIT I-1**

**WHEATON PLAZA REGIONAL SHOPPING CENTER**

**APPROVED COUNTY MONUMENT IDENTIFICATION SIGN SPECIFICATIONS**

**[TO BE ATTACHED HERETO AFTER THE PARTIES AGREE ON EXHIBIT I-1  
DURING THE DESIGN AND PERMITTING PROCESS DESCRIBED IN EXHIBIT B TO  
THE LEASE.]**

**EXHIBIT J**  
**ADA EVALUATION REPORT**  
**[ATTACHED]**

**Client:** Westfield  
Kevin H. Kawachi  
2049 Century Park East, 41<sup>st</sup> Floor  
Los Angeles, CA 90067  
Email: [kkawachi@westfield.com](mailto:kkawachi@westfield.com)  
Phone: 310-445-2415

## **ADA Evaluation Report**

of  
11002 Veirs Mill Road  
Silver Spring, MD 20902

**Heath Design Group Project Number: 16009**

**Date of Report:** February 11, 2016

**Date of Site Visit:** February 2, 2016

**Prepared by:** Heath Design Group  
516 N. Charles St.  
Suite 500  
Baltimore, Maryland 21201  
(410) 752-2700  
[www.HeathDesignGroup.com](http://www.HeathDesignGroup.com)

## **Certification and Reliance**

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Heath Design Group (HDG) has completed an ADA evaluation of the main entrance area of the existing building located at 11002 Veirs Mill Road, Silver Spring, MD 20902 to determine if the building main entrance and the path from the existing ADA parking spaces are in compliance with the ADA (Americans with Disabilities Act 1991 & 2010). Neither observation nor evaluation was performed or included for other ADA related features of the building.

This report is exclusively for the use and benefit of the Client identified on the first page of this report. The purpose for which this report shall be used shall be limited to the use as stated in the contract between the client and HDG.

This report is not for the use or benefit of, nor may it be relied upon by, any other person or entity, without the advance written consent of HDG.

HDG certifies that HDG has no undisclosed interest in the subject property, that HDG's relationship with the Client is at arms-length, and that HDG's employment and compensation are not contingent upon the findings or estimated costs to remedy any noted deficiencies due to deferred maintenance and/or any noted component or system replacements.

Any questions regarding this report should be directed to Brian D. Laug at [blaug@heathdesigngroup.com](mailto:blaug@heathdesigngroup.com) or at (410) 752-2700, Extension 202

Prepared by:        Brian D. Laug, AIA  
                             Field Observer

## **1. Executive Summary**

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The Client contracted with HDG to conduct an ADA evaluation of the main entrance area at the existing building located at: 11002 Veirs Mill Road, Silver Spring, MD 20902. The evaluation was performed on February 2, 2016. The stated purpose of this evaluation is to review the accessibility of the main front entrance of the building and the ADA parking path to determine their compliance with the ADA (Americans with Disabilities Act 1991 & 2010). Additionally, to provide notes, sketches and photos to illustrate potential improvement to make the entrance and ADA parking path accessible. The scope of this effort did NOT include ADA evaluations beyond what is stated above. Therefore, other noncompliance conditions may exist in other areas of the building, but are not noted.

Weather conditions at the time of the site visit were clear, with temperatures in the mid 40's (°F).

### **1.1. General Description**

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The 7 story office building contains approximately 94,000 square feet and is built on a suburban site within the Wheaton Mall area with surface and structured parking adjacent to the building. The date of construction of the property is assumed to be in the 1970's, which was prior to the passage of the Americans with Disabilities Act of 1992. The slope of the surfaces at the main entrance and the ADA parking path of the property appear to be within ADA requirements for slope in the direction of travel and cross slope. However, the accessibility from the current ADA and Van parking area do not have a complaint ADA access to the main entry. There is a striped area that meanders across the drive aisle to curbs and sidewalks. If approaching the building from the ADA parking spaces, accessibility must be achieved from those spaces to the main entrance of the building. Additionally, the main entrance has a series of stairs that lead directly to the main entry of the building. Another path or alternation of the existing path to the main entrance (via ramp system or lift) will need to be provided in order to comply with ADA. The approximate grade difference from the sidewalk to the entrance doors is approximately 6'-0" (12 stair risers).

## **1.2. Main Entry**

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The main entry is located on the south east side of the building. As you approach the main entry from the parking area the slopes and cross slopes of the paving appears to be in compliance with ADA. There is a lack of curb cuts and existing damage to the curb cuts that need repair to comply with ADA. (See photos 11-23). The slope below the existing canopy is less than a 5% slope to the first set of stairs to the main entrance (See photo 7). The surfaces leading directly to the stairs appear to be within tolerance for continuity of surface even though some of the concrete sidewalks have cracks. However, the “elevated plaza” area has precast pavers that are chipped and uneven (See photo 8). Further, as you walk toward the main entry you are faced with a series of stairs to reach the main entry doors. There is no alternative route to gain access to the main entry and another route or mechanical mechanism will be required to provide ADA access to the entry. Once at the main entry doors (after traversing the stairs) the existing doors and thresholds are within ADA tolerances. (See photos 3,4)

## **1.3. Recommendations**

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The attempt to provide ADA compliant access to the main entry of the building is fairly significant. There are some items that are relatively minor and the others are fairly substantial such as:

- Curb cuts will need to be installed and widths of some sidewalks will need to be increased from the ADA parking spaces. The current path leads to curbs with no curb cut to get access to the sidewalk.
- The crosshatched path that runs along the front curb needs to be eliminated and a new curb cut needs to be construction to allow the ADA access to be on the side walk and not in the road.
- Patching and repair of the pavers will be required at the “elevated plaza” to comply with the surface requirements. This area is being proposed for the ramp system to gain access to the main front entrance.
- We would propose two options to gain ADA access to the main entrance: One a new ramp system will need to be installed to gain access from the sidewalk to the main entry doors. Or two install an ADA lift as indicated. (See attached sketch SK-1). Both option proposed would be considered major construction to the entrance and building area.



**Appendix A**  
**Photos and Sketches**

# Wheaton South Tower

11002 Veirs Mill Road  
Silver Spring, MD



Photo 1



Photo 2

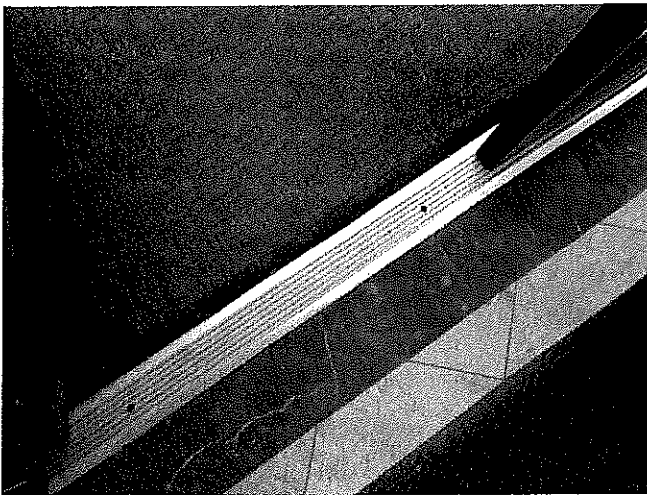


Photo 3

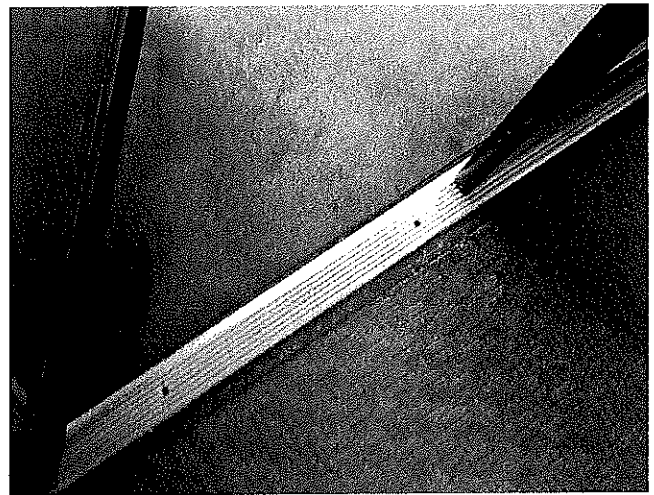


Photo 4



Photo 5

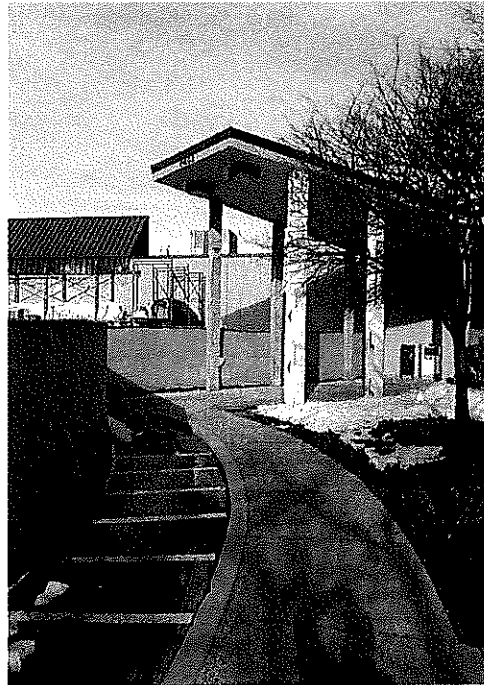


Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

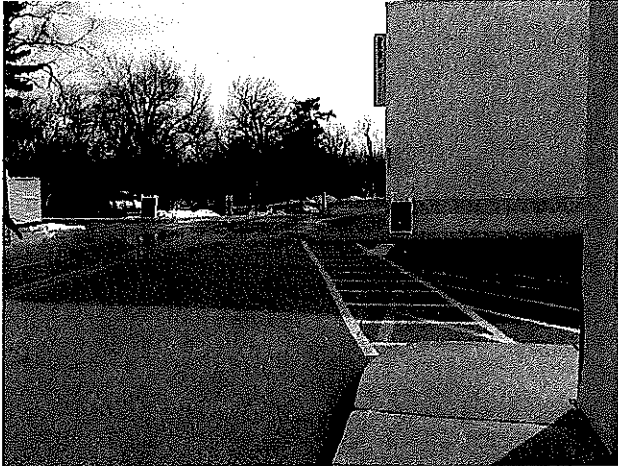


Photo 13

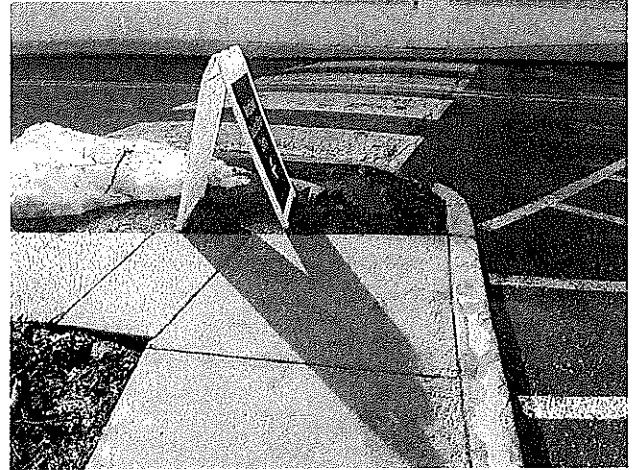


Photo 14



Photo 15



Photo 16





Photo 17

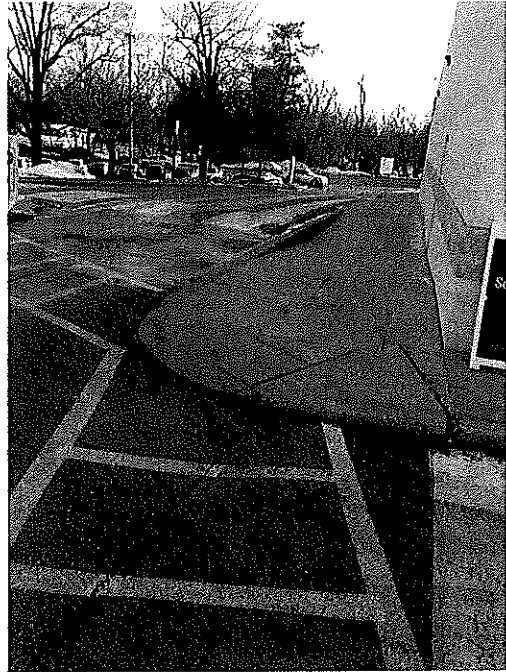


Photo 18



Photo 19



Photo 20

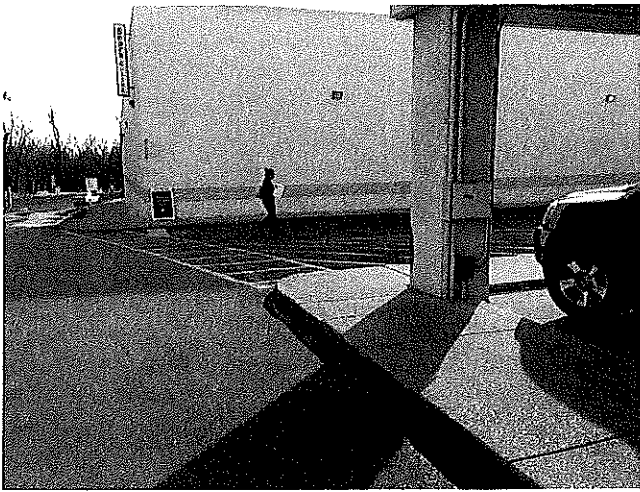


Photo 21



Photo 22



Photo 23

