

LEASE AGREEMENT

BETWEEN

WASHINGTON REAL ESTATE INVESTMENT TRUST

AND

MONTGOMERY COUNTY, MARYLAND

DATED: 7/24/08

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LEASE AGREEMENT

THIS AGREEMENT, entered into this 21st day of July, 2008, by and between the WASHINGTON REAL ESTATE INVESTMENT TRUST, having an address of 6110 Executive Boulevard, Suite 800, Rockville, Maryland 20850, (hereinafter referred to as "Landlord") and MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as "the County"), (the Landlord and the County together the "Parties")

WITNESSETH:

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

1. LEASED PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the premises comprising 23,907 square feet of space ("Leased Premises") located on the third floor of the building known as 600 Jefferson Plaza ("Building"), whose address is 600 E Jefferson Street, Rockville, Maryland 20850, in its "as-is" condition, subject to the Improvements to be performed in accordance with paragraph 8., and as shown on "Exhibit A" attached hereto and made a part hereof.

2. TERM: The term of this Lease is for twelve (12) years, commencing on the date the Improvements, defined in paragraph 9 herein, are substantially completed by Landlord (the "Commencement Date") and expiring on the expiration of the one hundred and forty fourth (144th) full calendar month thereafter.

3. OPTION TO EXTEND TERM:

Landlord hereby grants the County the conditional right, exercisable at County's option, to renew the term of this Lease for one (1) term ("Renewal Term") of five (5) consecutive years. If exercised, and if the conditions applicable thereto have been satisfied, the Renewal Term shall commence on the day immediately following the expiration date as provided in this Lease. The

right of renewal herein granted County with respect to the Renewal Term shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

County shall exercise its right of renewal with respect to the Renewal Term by giving Landlord written notice ("County's Renewal Option Notice") thereof not later than six (6) months nor more than nine (9) months prior to the Expiration Date of the then-current Term. Within fifteen (15) days of the later of: i) Landlord's receipt of County's Renewal Option Notice; ii) six months prior to the Lease Expiration Date of the then current Term, Landlord shall give County written notice ("Landlord's Renewal Notice") specifying the Basic Annual Rent, which shall be not less than the then escalated rent, that County shall be obligated to pay during the Renewal Term. Within fifteen days of County's receipt of Landlord's Renewal Notice, County shall give Landlord written notice ("County's Renewal Option Acceptance Notice") of County's acceptance of the Basic Annual Rent specified in Landlord's Renewal Notice.

In the event the County's Renewal Option Notice or County's Renewal Option Acceptance Notice is not given timely or is not given, County's right of renewal with respect to the Renewal Term shall lapse and be of no further force or effect.

The renewal option may be exercised only with respect to the entire Premises, not with respect to only a part of the Premises.

In the event there has been a Default under this Lease prior to or on the date County's Renewal Option Notice or County's Renewal Option Acceptance Notice is sent or any time thereafter up to and including the date such Renewal Term is to commence, then, at Landlord's option, such Renewal Term shall not commence and the Term shall expire on the date the Term would have expired without such renewal.

If at the time County provides County's Renewal Option Notice or County's Renewal Option Acceptance Notice, or at any time thereafter until the Renewal Term is to commence, County has subleased more than thirty percent (30%) of the rentable area of the Premises, or County has assigned this Lease, then, at Landlord's option, County's rights pursuant to this Section shall lapse and be of no further force or effect.

Any termination of this Lease shall terminate all rights of extension hereunder.

During the Renewal Term, all the terms, conditions, covenants and agreements set forth in this Lease shall continue to apply and be binding upon Landlord and County, except that: (i) the Basic Annual Rent for the Premises, including any and all expansion space leased by County pursuant to this Lease, shall be the rent specified in Landlord's Renewal Notice, (ii) in no event shall County have the right to renew the Term beyond the expiration of the Renewal Term provided for in this Section, (iii) County accepts the Premises on an "as is" basis as of the date of

commencement of such renewal. Notwithstanding anything to the contrary in the foregoing sentence, to the extent that County received any tenant concessions such as rent abatement or allowances, then such concessions for the Premises shall not apply to the Renewal Term.

After receiving County's Renewal Option Acceptance Notice, Landlord shall prepare and submit to County an amendment to this Lease amending the Term and the Basic Annual Rent. In the event County fails to execute such amendment within seven (7) days of County's receipt of such amendment, then County's right to renew this Lease as provided in this Section shall be null and void and of no further force or effect and the Lease shall terminate on the expiration date of this Lease.

4. RENT: The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule:

<u>Term</u>	<u>Annual</u>	<u>Monthly</u>	<u>Rate</u>
Year 1	\$630,188.52	\$52,515.71	\$26.36
Year 2	\$655,290.87	\$54,607.57	\$27.41
Year 3	\$681,588.57	\$56,799.05	\$28.51
Year 4	\$708,842.55	\$59,070.21	\$29.65
Year 5	\$737,291.88	\$61,440.99	\$30.84
Year 6	\$766,697.49	\$63,891.46	\$32.07
Year 7	\$797,298.45	\$66,441.54	\$33.35
Year 8	\$829,333.83	\$69,111.15	\$34.69
Year 9	\$862,564.56	\$71,880.38	\$36.08
Year 10	\$896,990.64	\$74,749.22	\$37.52
Year 11	\$932,851.14	\$77,737.60	\$39.02
Year 12	\$970,146.06	\$80,845.51	\$40.58

All payments are to be made in advance of the first day of each month, during each lease year, and shall be payable to WASHINGTON REAL ESTATE INVESTMENT TRUST, having an address 6110 Executive Boulevard, Suite 800, Rockville, Maryland 20850.

REAL ESTATE TAXES:

Commencing with the first Calendar Year following the Base Year (as defined Calendar Year thereafter, Landlord will forward to the County a statement and

copies of paid tax receipts setting forth the amount of Real Estate Taxes (as hereinafter defined) levied or imposed against the Property of which the Leased Premises are a part. The County shall pay, as additional rent, upon receipt of the Landlord's statement and receipts, but in no event more than thirty (30) days after receipt of Landlord's statement and receipts, any increase in the said Real Estate Taxes over the Real Estate Taxes assessed against the Property of which the Leased Premises are a part during the Base Year. The "Base Year" shall be defined as the period commencing October 1, 2008 and ending on September 31, 2009. The Landlord's statement must contain copies of Real Estate Tax billings for the Base Year as well as the tax year for which the payment is required.

B. The term "Real Estate Taxes" means the County's proportionate share of property taxes and assessments, general and special, levied or imposed by appropriate taxing authorities with respect to the Property as defined below. If the system of real estate taxation is altered or varied or any new tax or levy is levied or imposed by an appropriate taxing authority, the new tax or levy will be included within the term "Real Estate Taxes."

C. The County shall pay to the Landlord said increased taxes as additional rent for the County's proportionate share of the Building, which share is determined to be twenty one and 29/100 percent (21.29%) within thirty (30) days after receipt of Landlord's statement. The County proportionate share is computed as follows:

23,907 square feet leased

112,292 Building square feet = 21.29%

6. UTILITIES:

A. Commencing with the first Calendar Year following the Base Year and every Calendar Year thereafter, Landlord will forward to the County a statement and copies of paid utility receipts setting forth the amount of Utilities (as hereinafter defined) paid on the Property of which the Leased Premises are a part. The County shall pay, as additional rent, upon receipt of the Landlord's statement and receipts, but in no event more than thirty (30) days after receipt of Landlord's statement and receipts, any increase in the said Utilities over the Utilities assessed against the Property of which the Leased Premises are a part during the Base Year. The Landlord's statement must contain copies of Utility billings for the Base Year as well as the tax year for which the payment is required.

B. The term "Utilities" means the County's proportionate share of the utility costs with respect to the Property as defined below.

C. The County shall pay to the Landlord said increased utility costs as additional rent for the County's proportionate share of the Building, which share is determined to be twenty one and 29/100 percent (21.29%) within thirty (30) days after receipt of Landlord's statement. The County proportionate share is computed as follows:

23,907 square feet leased

112,292 Building square feet = 21.29%

7. PARKING: Landlord hereby grants County a license to use seventy (71) unreserved parking spaces. The County shall pay Landlord or its agent at Landlord's direction, in advance, a monthly parking fee without abatement, deduction, offset, demand or counterclaim except as otherwise provided herein for the foregoing parking spaces in the amount of \$75.00 per space per month which shall be deemed Additional Rent. The foregoing fee is subject to increase with at least thirty (30) days notice to the County. County agrees to comply and shall cause its employees and contractors to comply with all rules and regulations promulgated by Landlord with respect to the parking of vehicles. Any changes which County may request regarding such license to use unreserved parking spaces shall be made by written notice to Landlord.

8. USE: The County covenants and agrees that said Leased Premises shall be used and occupied by the Montgomery County Government as general government offices, and for no other purposes. The County shall have the right to occupy and use the Leased Premises 24 hours a day, seven days a week. Landlord covenants that, as of the date of this Lease, the Leased Premises is suitable for the purposes stated above.

9. COUNTY IMPROVEMENTS: Landlord shall perform those improvements as detailed on the County Improvement Plan Specification attached hereto and made a part hereof as Exhibit B.

10. COUNTY PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. 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 \$200,000 (Two Hundred Thousand Dollars) per occurrence, and property damage insurance with a limit of \$200,000 (Two Hundred Thousand Dollars). The County shall have the right to self-insure. 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 et seq. (2006 Repl. Vol) as amended.

B. The County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy.

C. Subject to the County Indemnification Statutes, the County will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by County of the Leased Premises or any part thereof, or the County's use of the exterior areas provided by Landlord for the comfort and convenience of County, occasioned wholly or in part, to such extent, by any act or omission of the County, or its employees, excepting claims arising out of the acts or omissions of the Landlord, the Landlord's agents, and employees. Provided, however, that the Landlord provides notice of claim to the County immediately. County shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of County's violation of any law or ordinance.

D. The County further agrees that all personal property in the Leased Premises shall be and remain at County's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property excepting damage arising out of the acts or omissions of the Landlord, Landlord's agents, contractors or employees.

E. Within thirty (30) days of Landlord's written request, the County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described.

F. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A

(2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time.

11. LANDLORD PROPERTY DAMAGE AND LIABILITY INSURANCE

A. Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, including fire legal liability, contractual liability, products and completed operations, personal injury and broad form property damage.

B. The Landlord shall provide a Special Form Causes of Loss Property Policy to protect the interest of the Landlord and the County against loss caused by the perils insured in the amount of One Hundred Percent (100%) of the Landlord's and the County's insurable interests of the Premises. The policy shall also endorse a demolition clearing clause, extra expense and loss of use coverages with a sublimit of One Million Dollars (\$1,000,000.00) per occurrence. The policy must name Montgomery County, Maryland as loss payee.

C. Within thirty (30) days of the County's written request, Landlord shall provide a certificate of insurance evidencing the coverage hereinabove. Montgomery County must be named as Additional Insured on all liability policies and provide a minimum of forty-five (45) days notice of cancellation.

D. Landlord will indemnify County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property, business interruption and loss of use arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Landlord of the Leased Premises or any part thereof including exterior areas, to such extent, by any act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees. Provided, however, that County provides to Landlord prompt notice of any and all claims under which County will rely on this indemnification. Landlord shall indemnify County against any penalty, damage or charge incurred or imposed by reason of Landlord's violation of any law or ordinance.

12. ACCESS: County will allow Landlord or Landlord's agents to have access to the Leased Premises upon three (3) days notice to County, except in the event of emergency and at all

reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable; or for the Landlord to show the Leased Premises to prospective tenants during the twelve (12) months preceding expiration of the Lease Term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County; provided, however, Landlord shall not interfere with the County's use of the Leased Premises. Landlord shall provide controlled access to the front and rear entrances to the Building, and at least one elevator after normal full service Building hours.

13. SERVICES: Landlord, at Landlord's expense, shall provide full service maintenance including but not limited to all utilities for normal office use maintenance and repairs, trash removal and pest control within the Leased Premises. Landlord, at Landlord's expense, shall provide janitorial services within the Leased Premises, after 6:00 P.M., Monday through Friday. Landlord shall be responsible for cleaning the common area and the outside Building areas including sidewalks, walkways, and pavement areas, keeping same free and clear of snow and ice. The Landlord shall also provide trash receptacles in the Building and an area for recycling. The Landlord shall also make all necessary maintenance, repairs and replacements to all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains, all exterior walls, interior columns, windows, interior concrete slabs, and the foundation. It is also agreed that if County requires air conditioning, heat or janitorial and other services beyond the foregoing normal hours of operation of the Building, and provided arrangements are made with Landlord's managing agent, Landlord will furnish such services and County shall pay as additional rent the cost thereof at the price stipulated by Landlord from time to time. At Landlord's discretion, if Landlord reasonably believes that County is consuming excess electricity, Landlord shall have the right to require that one or more separate meters or submeters be installed to record the consumption or use of electricity, or to cause a reputable independent electrical engineer to survey and determine the quantity of electricity consumed by County. The cost of any such survey or meters and of installation, maintenance and repair thereof shall be paid by County. County agrees to pay to Landlord (or the utility company, if direct service is provided by the utility company), promptly upon demand therefor, for all such electricity consumption as shown on said meters, or a flat monthly charge determined by the survey, as applicable, at the rates charged for such service by the local public utility company. If County's cost of electricity based on meter readings is to be paid to Landlord, County shall pay a service charge related thereto.

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

B. Maintenance and Repairs – Routine: In the event Landlord fails to correct routine maintenance and repair problems in the Leased Premises within ten (10) days after notification of same by the County, County shall have the right but not the obligation to correct these problems, and be reimbursed the reasonable cost thereof by Landlord.

If Landlord, at any time during the Lease Term, shall default in any material respect the performance or observance of any obligation on Landlord's part to be performed or observed pursuant to Articles 11 and 12 of the Lease, and shall not cure such default within thirty (30) days after receipt of written notice thereof from County (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), then, provided County is not then in default under the Lease, beyond applicable notice and grace periods, County may, at its option, but is under no obligation to so act, cure such default, and Landlord agrees to reimburse County the amounts reasonably incurred by County in so doing within a reasonable period of time agreed to by both County and Landlord; provided that County shall not undertake maintenance, repairs and/or replacements to any structural element of the Building or the roof thereof or to any Building service equipment or system which serves or may affect any space in the Building other than the Leased Premises. Notwithstanding the foregoing, in no event shall County be entitled to set-off or deduct any amounts incurred by County hereunder against the Annual Base Rent due under the Lease. A default of performance or observation of any obligation under Paragraphs 9, 10, 11, and 12 of the Lease if not cured as provided above can, at the option of County and after notice is given, be considered a default of the Lease and County shall have those rights prescribed under Paragraph 18 below.

14. HVAC: Landlord agrees to maintain, repair or replace the existing heating, ventilation and air conditioning system. The air conditioning shall be so balanced as to provide a temperature range between 72 and 78 degrees. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements. Landlord agrees to provide heating and air conditioning to the Leased Premises during those seasons of the year

when such services are required, from 8:00 am until 6:00 pm, Monday through Friday and from 8:00 am until 1:00 pm on Saturdays, exclusive of legal County, State or Federal holidays. The County shall have the right to pay for additional hours of HVAC during the hours that such services are not provided under this Lease for the Leased Premises. The rate of such service shall be at Landlord's standard charge, as determined by Landlord from time to time, in Landlord's sole discretion, for after hours HVAC and shall be subject to future increases. The County shall provide the Landlord written notice of its need for such additional use at least three (3) days prior to the need of such additional use.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

A. County will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. County shall provide Landlord with plans and specifications of said work. County agrees to reimburse Landlord for all costs incurred by Landlord in reviewing County's proposed changes or additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve County's contractor, and such approval shall not be unreasonably withheld, conditioned or delayed. Upon receipt of Landlord's written approval of the County's plans and specifications, County may proceed to perform the work at County's expense, or at County's option, County may request that Landlord perform said work at County's expense and at negotiated prices. County shall pay for any work performed by Landlord on County's behalf after inspection by County and within thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by County, as additional rent hereunder.

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

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

16. NOTICE OF DEFECTS: The County shall provide Landlord with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or notice of need for repairs in the roof, plumbing, electric and heating systems, to be remedied by Landlord in accordance with the terms of this Lease, of which the County has actual knowledge of having occurred.

17. ASSIGNMENT AND SUBLEASING: The County shall not assign this Lease. However, it shall not be considered an assignment of this Lease or a sublease of the Leased Premises if the County introduces a different agency of the County government as an occupant of the Leased Premises, or otherwise modifies its use of the Leased Premises, provided that any such modification of the County's permitted use shall nevertheless be subject to the Landlord's consent in accordance with other related provisions of this Lease.

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

A. To pay the rent as provided in the Lease to Landlord and until the Lease expiration date or until possession is redelivered to Landlord, if this occurs after the Lease expiration date.

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

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

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

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

F. To conform to all rules and regulations from time to time established by appropriate insurance rating organizations, and to all reasonable rules and regulations from time to time established by Landlord. Any rules and regulations provided by Landlord, other than as set forth in the Lease, must be in writing and shall not be effective until thirty (30) days after receipt of notice by the County of such new rule or regulation.

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

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

19. DESTRUCTION OF LEASED PREMISES: In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Lease shall not be terminated, but the Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the extent of Landlord's insurance proceeds provided such repair and or restoration returns the Leased Premises to substantially the condition prior to such damage or destruction. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of

insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or destruction, this Lease shall continue in full force and effect, except for abatement of rent as provided herein. If the condition is such as to make the entire Leased Premises "Untenantable", then the rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the Leased Premises are partially damaged or destroyed, then during the period that County is deprived of the use of the damaged portion of said Leased Premises, County shall be required to pay rental prorated to reflect that portion of the Leased Premises which continues to be "Tenantable" and appropriate for County's use. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Notwithstanding any of the foregoing, in the event of substantial damage or destruction, and Landlord should decide not to repair or restore the Leased Premises or the Building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving County a written notice of its intention to terminate within sixty (60) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Leased Premises or any portion of the Building of which they are a part.

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

21. DEFAULT:

A. (1) Monetary Default By County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, then at the option of the Landlord, the Landlord and his assigns may

proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such monetary default under the laws of the State of Maryland.

(2) Non-Monetary Default By County: If County or County's assigns shall fail or neglect to keep and perform each and every one of the terms of this Lease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the non-monetary default with exercise of due diligence), after written notice to County from the Landlord specifying the non-monetary default, then at the option of the Landlord, the Landlord and his assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such non-monetary default under the laws of the State of Maryland. It is understood, however, that the County shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state or local law.

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

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

22. HOLDOVER: If County shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) County shall be deemed to be occupying the Leased Premises as a tenant from month to month, during which time either party may terminate this Lease on thirty (30) days written notice, and will be otherwise subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has

under this Lease or at law in equity including an action for holding over after the date stipulated in Landlord's notice above.

23. QUIET POSSESSION: If County pays all the rent herein reserved and performs and observes all of the other terms, covenants and conditions of this Lease on County's part to be performed and observed hereunder, County shall, during the Term, peaceably and quietly have, hold and enjoy the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease.

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

25. WAIVER: The waiver at any time by the Landlord or County of any particular covenant or condition of this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever. No endorsement or statement on any check or letter accompanying a check for payment of rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease.

26. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

27. NON-APPROPRIATION: This Lease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on

July 1 of the calendar year which the County does not appropriate funds. County shall give Landlord at least thirty (30) days written notice of the lack of appropriation. In the event of termination under this Paragraph, the County shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

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

29. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

30. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the Building of which the Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired term of this Lease. The foregoing notwithstanding, County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the Building or parts thereof so taken.

31. GENERAL PROVISIONS:

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

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

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

32. SUBORDINATION: Landlord shall have the absolute right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of Landlord, shall be subordinate to such encumbrance or encumbrances. County agrees to sign acceptable and appropriate papers for subordination within thirty (30) business days after Landlord's written request, provided such subordination shall be upon the express condition that the Lease shall be recognized by the holder of the encumbrance and the rights of County shall remain in full force and effect during the initial Lease term or any extension thereof. In the event of a sale or transfer of the title to the aforesaid land and premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money. The County agrees to execute subordination documents stating that the Lease is subordinated subject to the conditions in this Paragraph.

This Lease is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Landlord or the Landlord's successor in interest of transfer may request the County execute an Estoppel Certificate in the form attached as Exhibit C and made a part of this Lease and the County agrees to return such Estoppel Certificate within thirty (30) days after the written request from Landlord.

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

34. 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 without a jury by a court of competent jurisdiction in the State of Maryland in Montgomery County, where the Leased Premises is located.

35. SIGNAGE: The Landlord shall provide a listing in the Building Directory and a Building standard suite sign at Landlord's sole cost and expense.

36. MAIL NOTICES: All notices required or desired to be given hereunder by either Party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

LANDLORD:

Washington Real Estate Investment Trust
6110 Executive Boulevard, Suite 800
Rockville, Maryland 20852

COUNTY:

Montgomery County, Department of General Services
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy that does not constitute a notice:

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

SIGNATURE PAGE TO FOLLOW

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

WITNESS:

LANDLORD:

WASHINGTON REAL ESTATE
INVESTMENT TRUST

By: _____

By: George McHenry
Title: President

WITNESS:

COUNTY:

MONTGOMERY COUNTY

By: Glean E. Spence

By: Tom Hunt
Diane Schwartz Jones, Assistant
Chief Administrative Officer

Date: 07/24/08

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

By: Gileen J. Brennan
Associate County Attorney

By: C'Brenneman
Cynthia Brenneman, Director
Office of Real Estate

Date: 7/2/2008

Date: 6/25/08

EXHIBIT A

LEASED PREMISES

-  EXISTING CONSTRUCTION TO REMAIN
 NEW CONSTRUCTION
 NEW DEMISING PARTITION

-  EXISTING DOOR TO REMAIN
 NEW DOOR

-  REGULAR RECEPTACLE
 DEDICATED RECEPTACLE
 JUNCTION BOX
 TELEPHONE/DATA
 WALKER INFLOOR SYSTEMS - #RC3ARTTCBK
 CH COAT HOOKS
 WT WALL TALKERS
 TR TACK RAIL
 E ELECTRIC STIKE - TIED TO FIRE ALARM
 RCI - 1 SERIES
 BC BABY CHANGING
 EM EXISTING MILLWORK TO REMAIN
 EMR EXISTING MILLWORK TO RELOCATE
 CBP CHALK BOARD PAINT
 EGR EXISTING GLASS TO RELOCATE

KEY PLAN

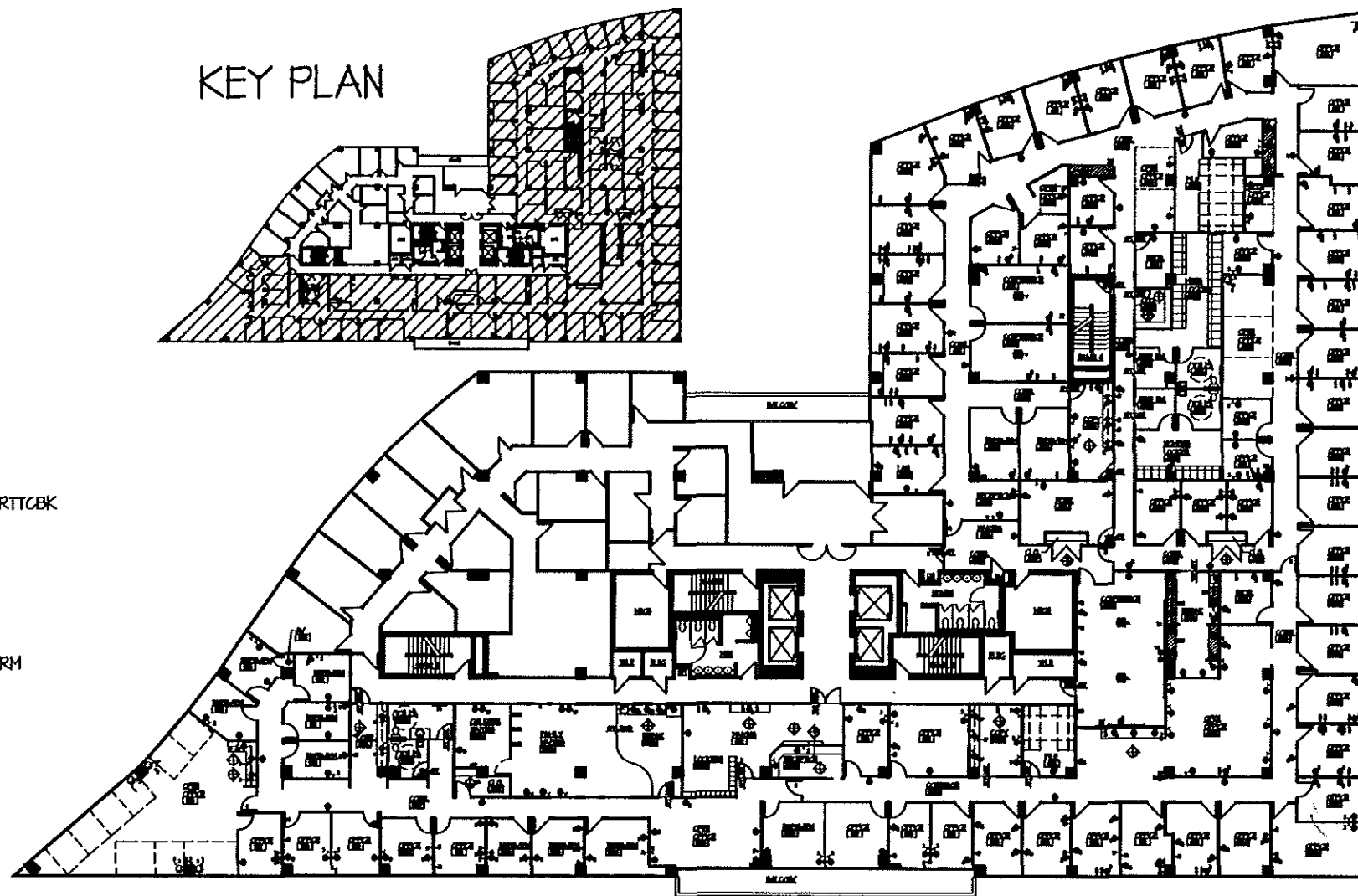


EXHIBIT A - FLOOR PLAN

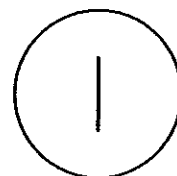
TENANT NAME: MONTGOMERY COUNTY

SUITE NO.: 500 PROPERTY: 600 JEFFERSON

PLAN DATE: JUNE 10, 2008 RENTABLE SF: 23,907 RSF

FLOOR PLAN SUBJECT TO LOCAL JURISDICTION APPROVAL AS REQUIRED PER CODE. HVAC, PLUMBING & ELECTRICAL TO BE PER CODE. ACTUAL DIMENSIONS MAY VARY SLIGHTLY FROM EXISTING CONDITIONS IN BUILDING. INFORMATION SHOWN IS AS ACCURATE AS POSSIBLE. REFER TO "EXHIBIT B - TENANT IMPROVEMENT - SPECIFICATIONS" FOR MORE INFORMATION. I HAVE REVIEWED, UNDERSTAND AND ACCEPT THIS PLAN.

INITIAL BY TENANT: _____ INITIAL BY LANDLORD: _____



FLOOR PLAN

NOT TO SCALE

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

SCALE:
NOT TO SCALE

DATE:
6/10/2008

DRAWN BY:
JD

SHEET NUMBER:
1

DEC. 8 - 2004-06

SHEET TITLE

FLOOR PLAN

MONTGOMERY
 COUNTY
 600 JEFFERSON STREET
 SUITE 500
 ROCKVILLE, MD 20852

WASHINGTON
 REAL ESTATE
 INVESTMENT
 TRUST

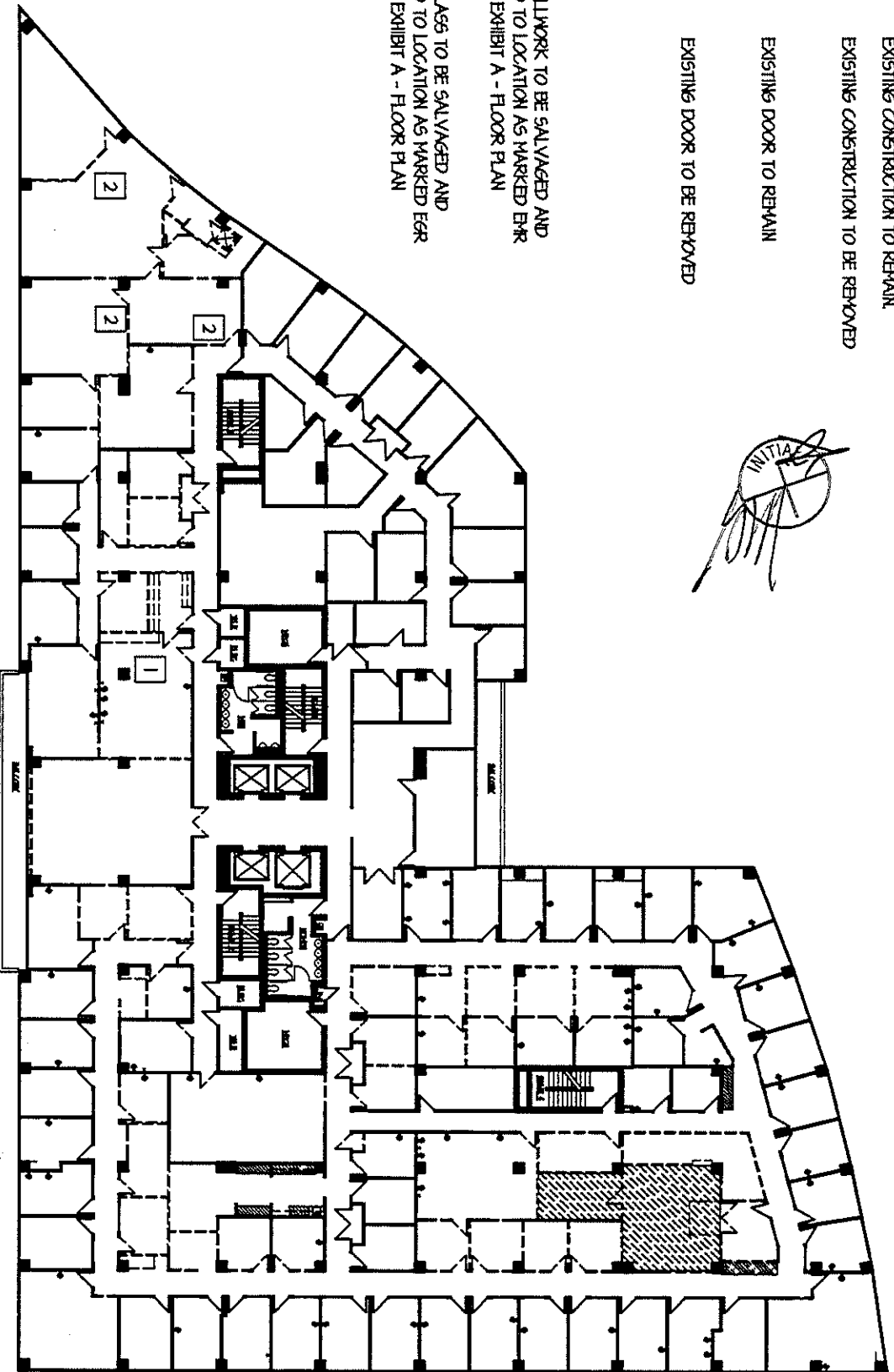
WRT

EXISTING CONSTRUCTION TO REMAIN
EXISTING CONSTRUCTION TO BE REMOVED

EXISTING DOOR TO REMAIN

EXISTING DOOR TO BE REMOVED

- 1 EXISTING MILLWORK TO BE SALVAGED AND
RELOCATED TO LOCATION AS MARKED EKR
ON SHEET 1, EXHIBIT A - FLOOR PLAN
- 2 EXISTING GLASS TO BE SALVAGED AND
RELOCATED TO LOCATION AS MARKED EKR
ON SHEET 1, EXHIBIT A - FLOOR PLAN



DEMOLITION FLOOR PLAN

NOT TO SCALE

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

SHEET TITLE

DEMO PLAN

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

WRIT

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

SCALE
NOT TO SCALE

DATE
6/10/2008

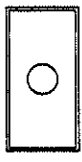
DRAWN BY
KD

SHEET NUMBER

2

STCL 1 - 3004-08

INITIALS



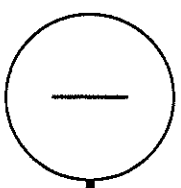
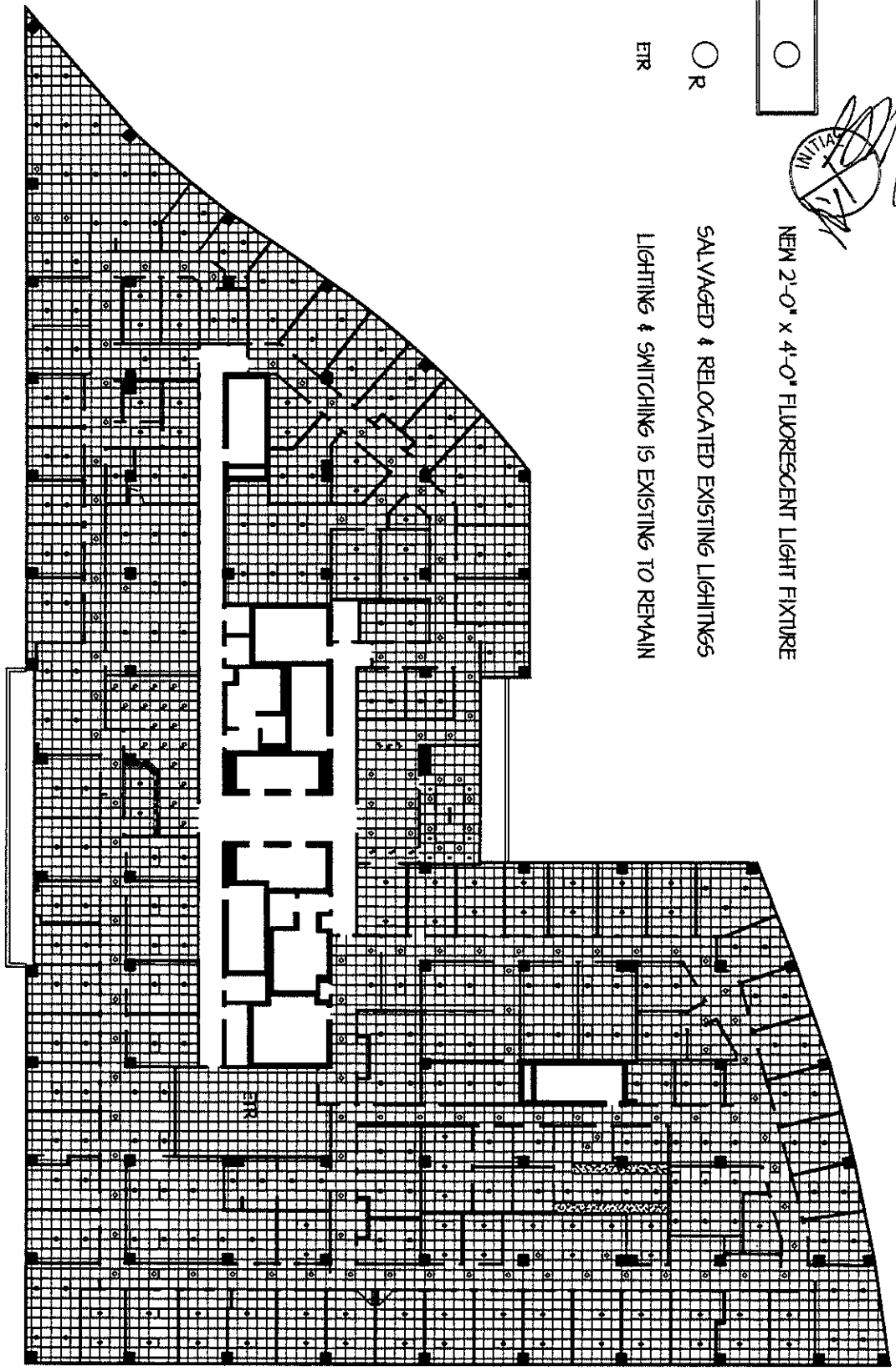
NEW 2'-0" X 4'-0" FLUORESCENT LIGHT FIXTURE

OR

SALVAGED & RELOCATED EXISTING LIGHTINGS

ETR

LIGHTING & SWITCHING IS EXISTING TO REMAIN



REFLECTED CEILING PLAN

NOT TO SCALE

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

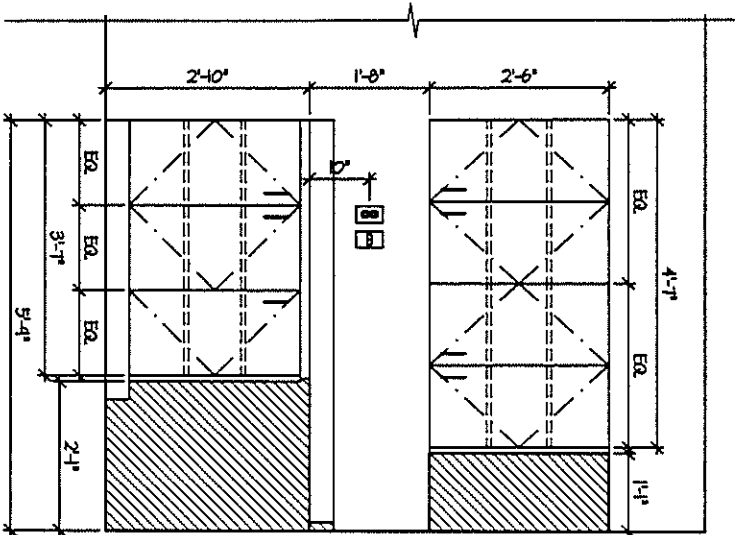
MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

SHEET TITLE
CEILING PLAN

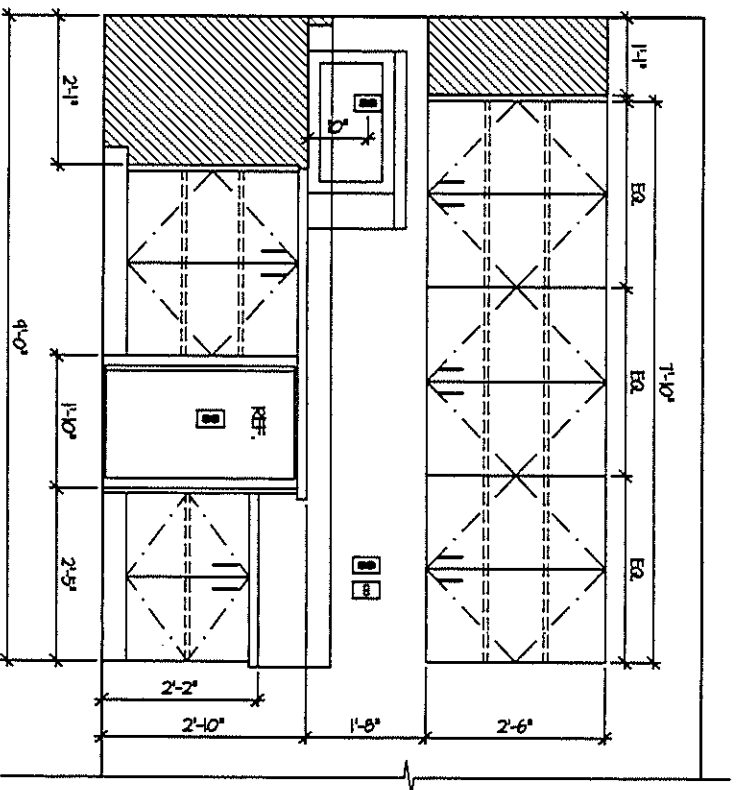
SCALE
NOT TO SCALE
DATE
6/10/2008
DRAWN BY
JD

SHEET NUMBER
3

STBL. 1 - 3/04/06



[Handwritten signature]
 (Circled stamp with 'X' and 'REV' text)



ELEVATION -

OPEN OFFICE (F516)

SCALE: 3/8" = 1'-0"

1

ELEVATION -

OPEN OFFICE (F516)

SCALE: 3/8" = 1'-0"

2

- | | | |
|---|----------|----------|
| 5 | 6/5/2008 | REVISION |
| 4 | 5/30/08 | REVISION |
| 3 | 4/24/08 | REVISION |
| 2 | 03/14/08 | REVISION |
| 1 | 03/14/08 | REVISION |

WASHINGTON
 REAL ESTATE
 INVESTMENT
 TRUST

WRIT

MONTGOMERY
 COUNTY
 600 JEFFERSON STREET
 SUITE 500
 ROCKVILLE, MD 20852

SHEET TITLE

ELEVATIONS

SCALE

3/8" = 1'-0"

DATE

6/10/2008

DRAWN BY

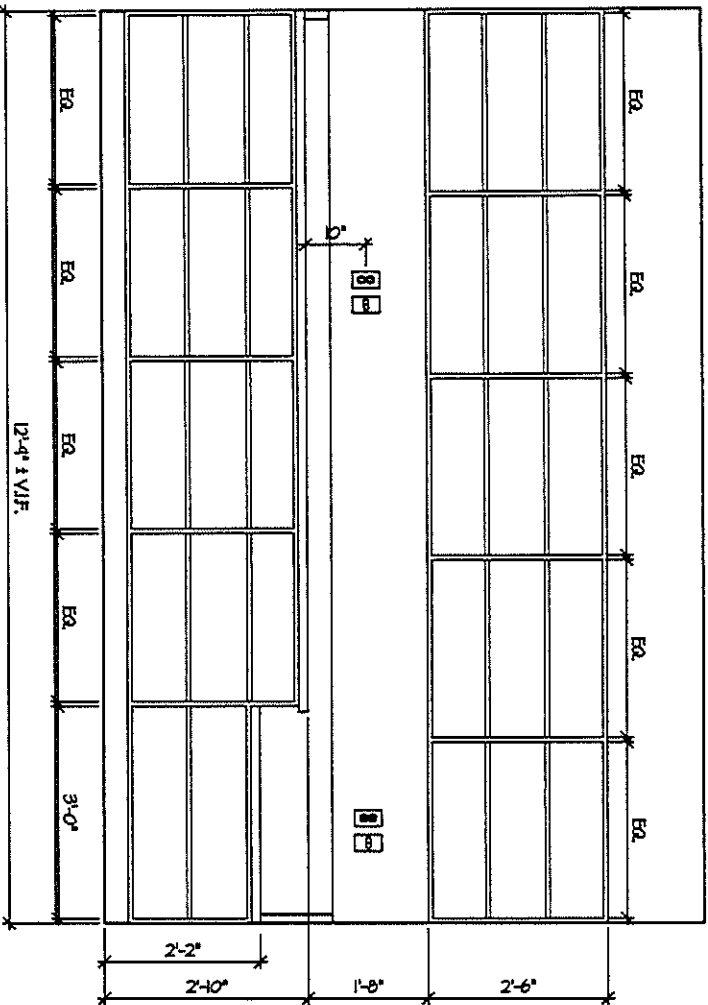
JKD

SHEET NUMBER

4

SPR. 1 - 304-08

INITIAL
[Signature]

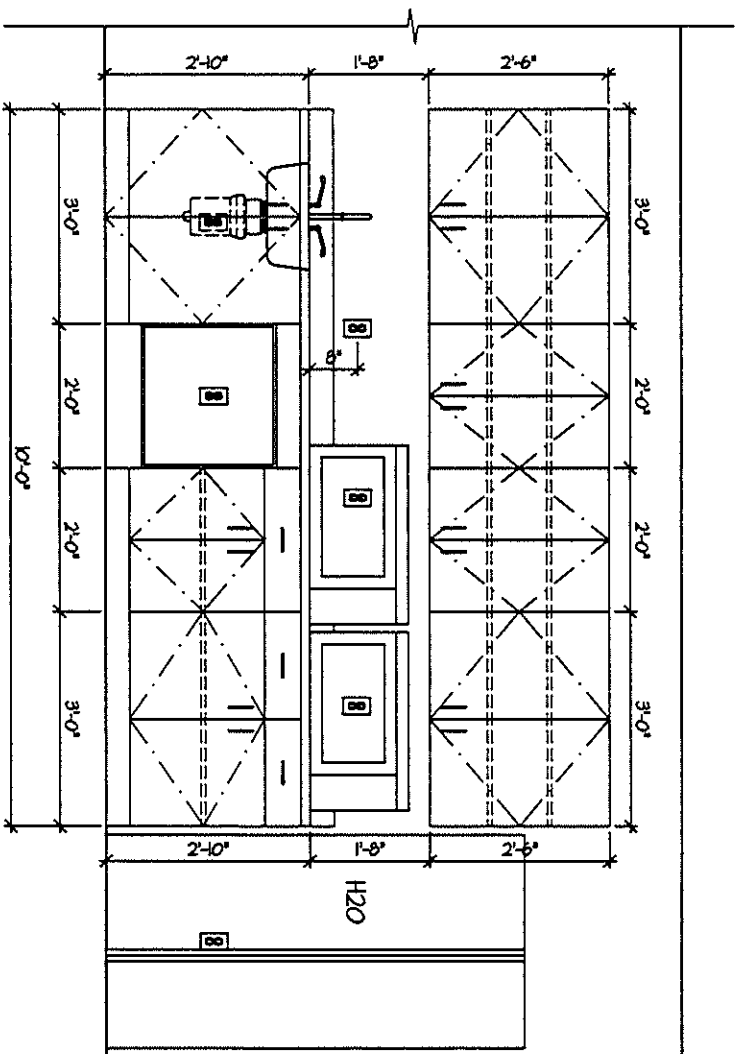


ELEVATION -

CORR. (F528)

SCALE: 3/8" = 1'-0"

1



ELEVATION -

BREAK (F504)

SCALE: 3/8" = 1'-0"

2

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

SHEET TITLE
ELEVATIONS

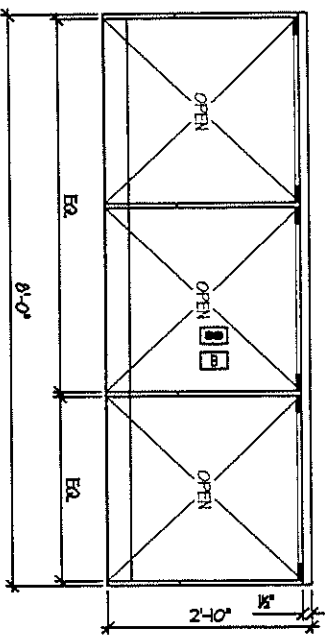
SCALE:
3/8" = 1'-0"
DATE:
6/10/2008

DRAWN BY:
JKD

SHEET NUMBER

5

SETS: 8 - 3/04-08

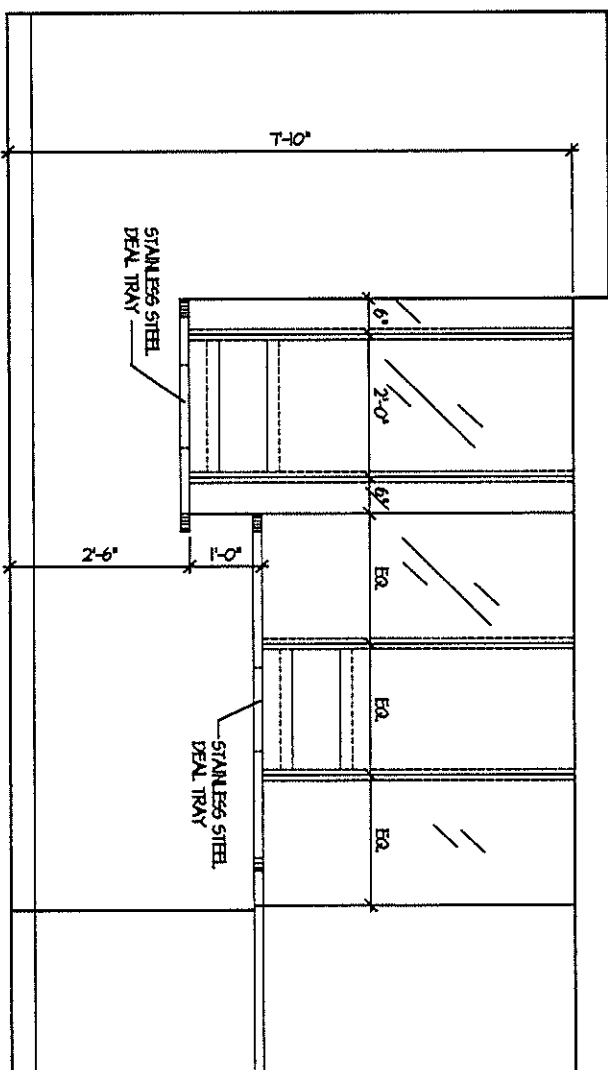


ELEVATION -

WAITING (F501)

SCALE: 3/8" = 1'-0"

1



ELEVATION -

RECP. (F502)

SCALE: 3/8" = 1'-0"

2

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

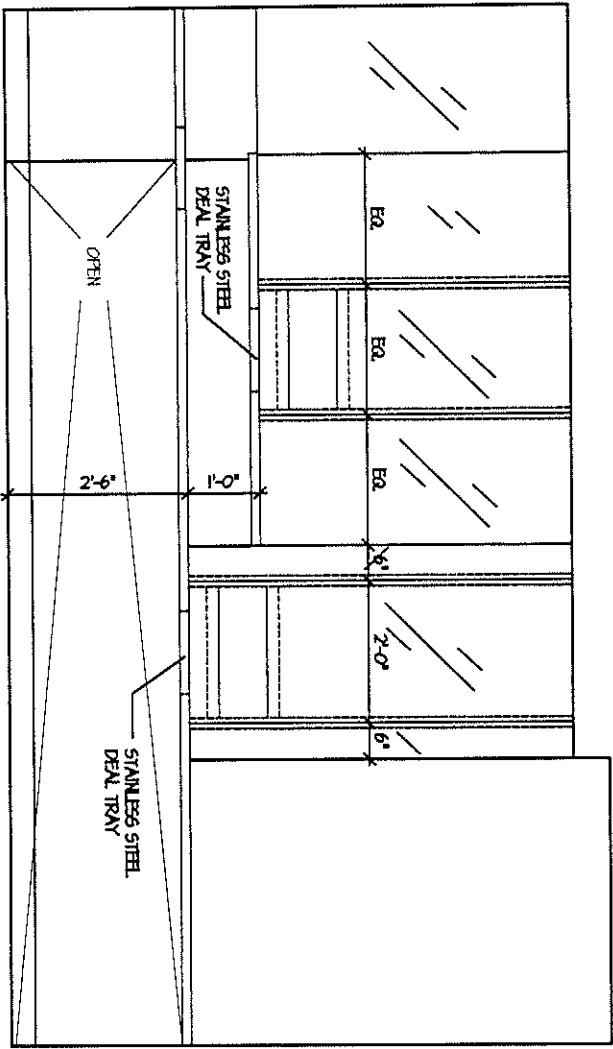
SHEET TITLE
ELEVATIONS

SCALE
3/8" = 1'-0"
DATE
6/10/2008
DRAWN BY
JKD

SHEET NUMBER
6

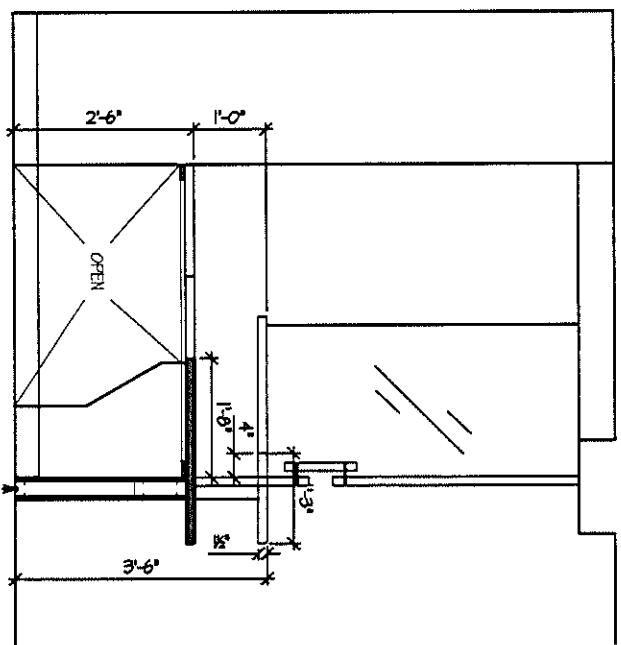
SPR. 8 - 304-08

CSM
INITIALS



1

ELEVATION -
WAITING (F501)
SCALE: 3/8" = 1'-0"



2

ELEVATION -
RECP. (F502)
SCALE: 3/8" = 1'-0"

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

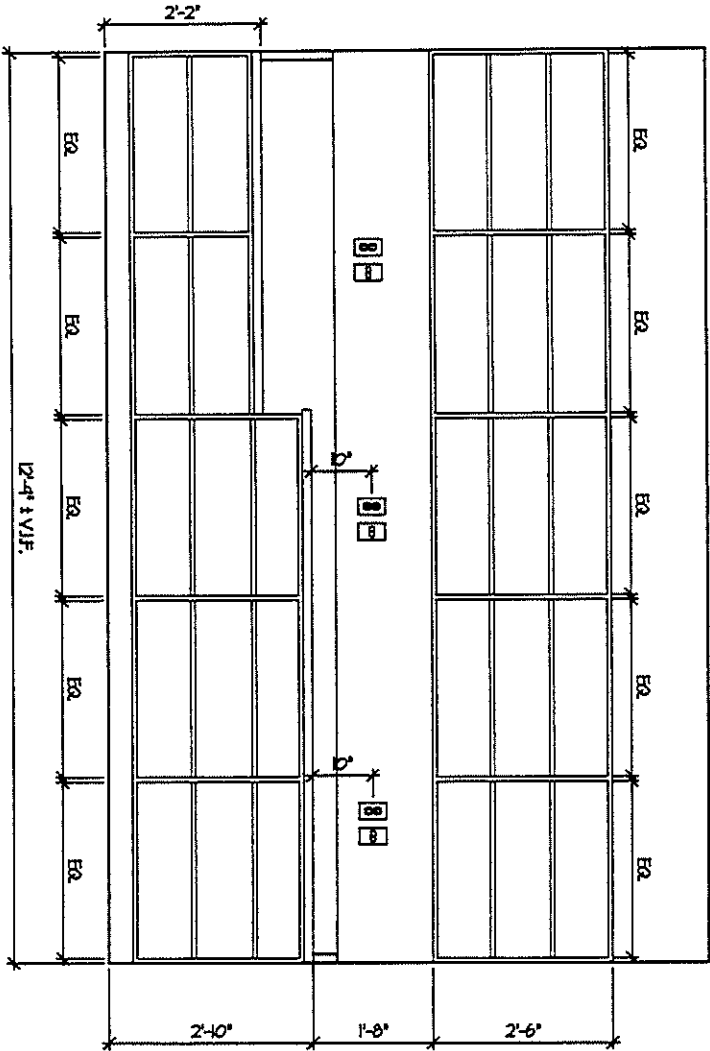
WRIT

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

SHEET TITLE
ELEVATIONS

SCALE
3/8" = 1'-0"
DATE
6/10/2008
DRAWN BY
JKD

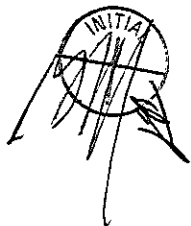
SHEET NUMBER
7
REF. 9 - 2004-05



1

ELEVATION -
COPY (5520)

SCALE: 3/8" = 1'-0"



5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

SHEET TITLE

ELEVATIONS

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

WRIT

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

SCALE:
3/8" = 1'-0"

DATE:
6/10/2008

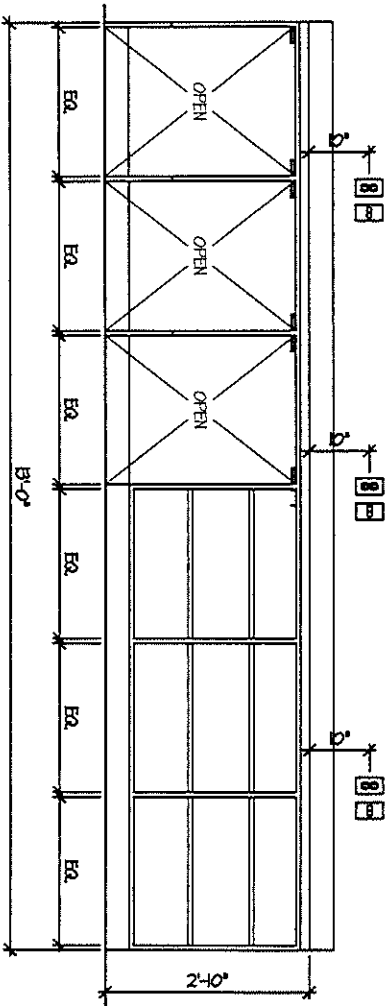
DRAWN BY:
JKD

SHEET NUMBER

8

SEE: 8 - 3604-08

INITIALS



ELEVATION -

OPEN OFFICE (5522)

SCALE: 3/8" = 1'-0"

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

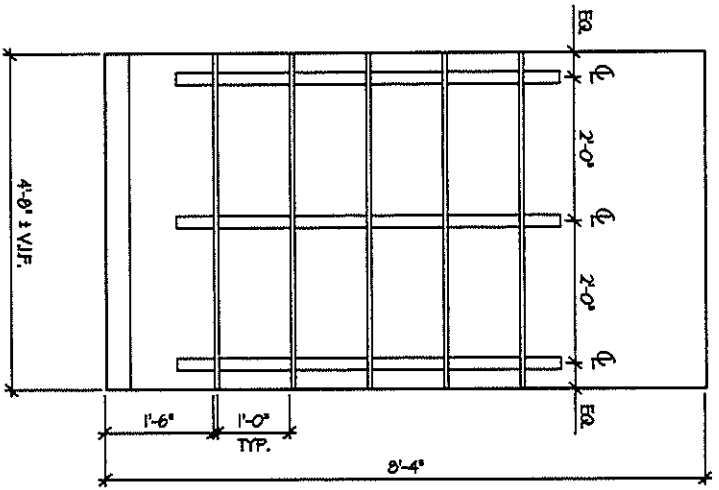
MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

SHEET TITLE
ELEVATIONS

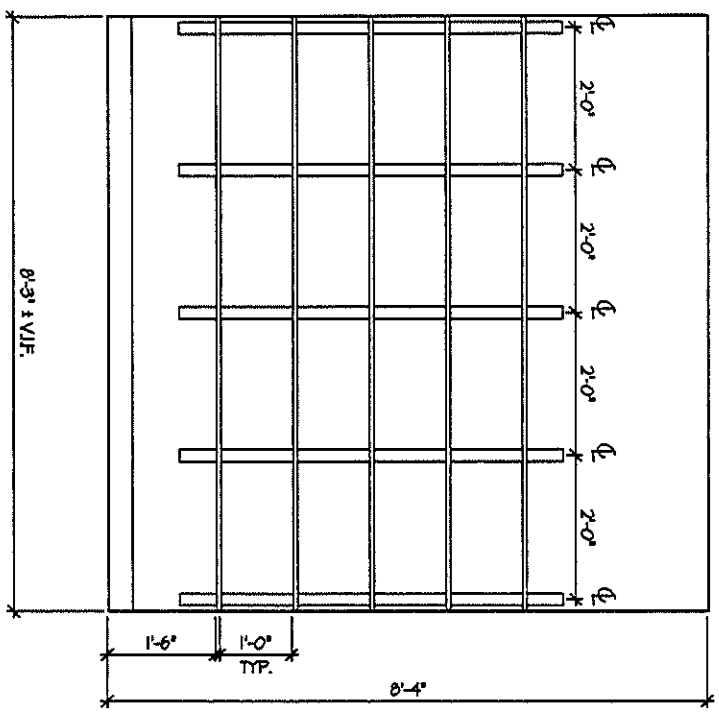
SCALE
3/8" = 1'-0"
DATE
6/10/2008
DRAWN BY
JKD

SHEET NUMBER
9

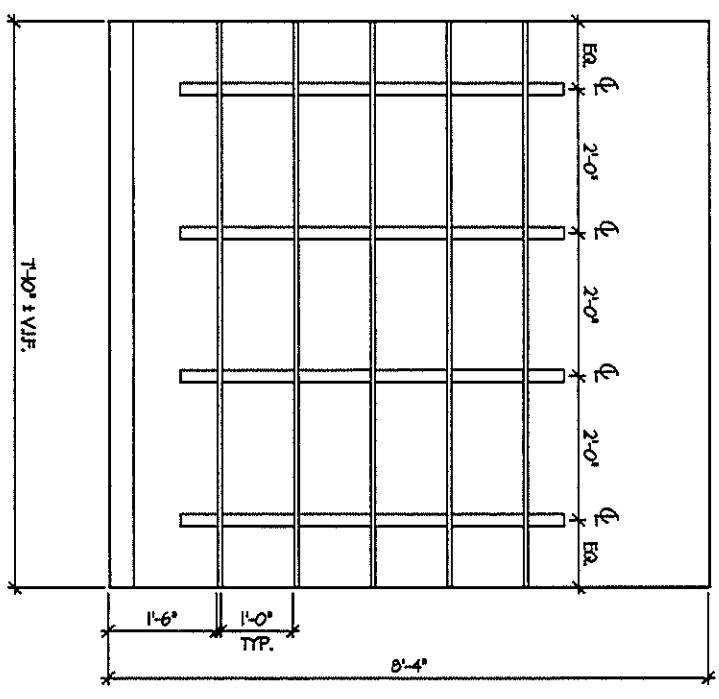
INITIALS
[Signature]



ELEVATION -
CLO. (F507)
SCALE: 3/8" = 1'-0"



ELEVATION -
CLO. (A526)
SCALE: 3/8" = 1'-0"



ELEVATION -
CLO. (A557)
SCALE: 3/8" = 1'-0"

- 5 6/5/2008 REVISION
- 4 5/30/08 REVISION
- 3 4/24/08 REVISION
- 2 03/14/08 REVISION
- 1 03/14/08 REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

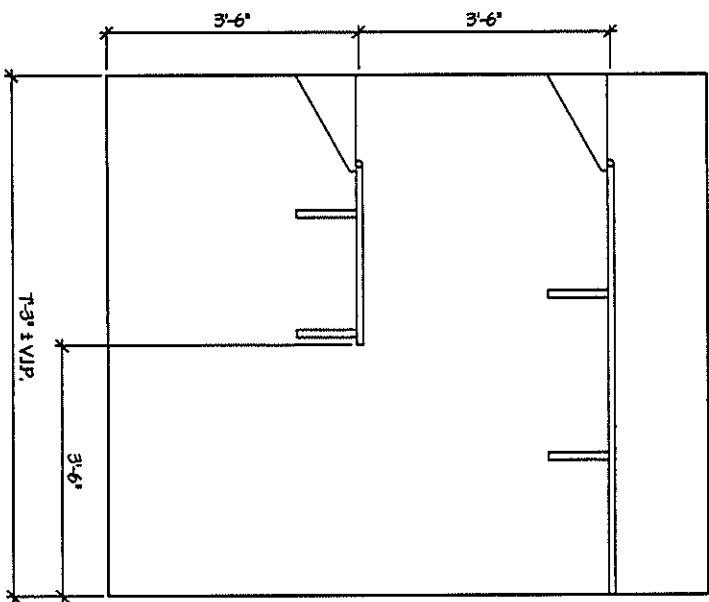
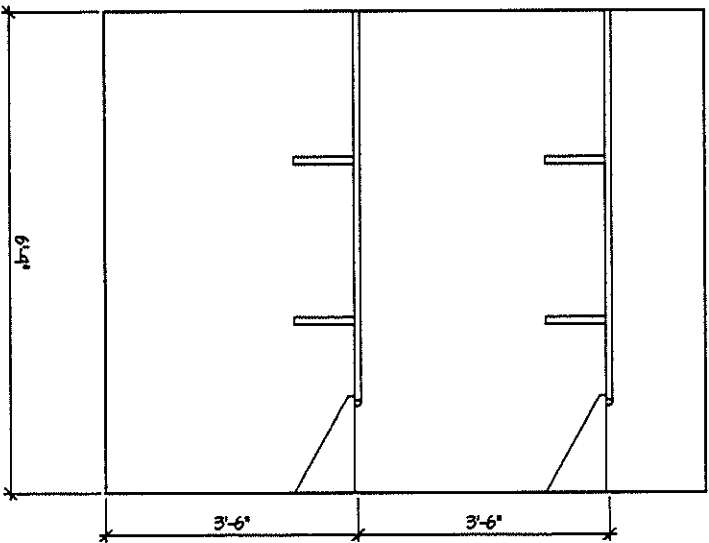
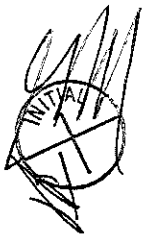
WRIT

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

SHEET TITLE
ELEVATIONS

SCALE:
3/8" = 1'-0"
DATE:
6/10/2008
DRAWN BY:
JKD

SHEET NUMBER
10
SPE. 1 - 3004-08



2

ELEVATION -
CLO. (A540)
SCALE: 3/8" = 1'-0"

3

ELEVATION -
CLO. (A540)
SCALE: 3/8" = 1'-0"

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

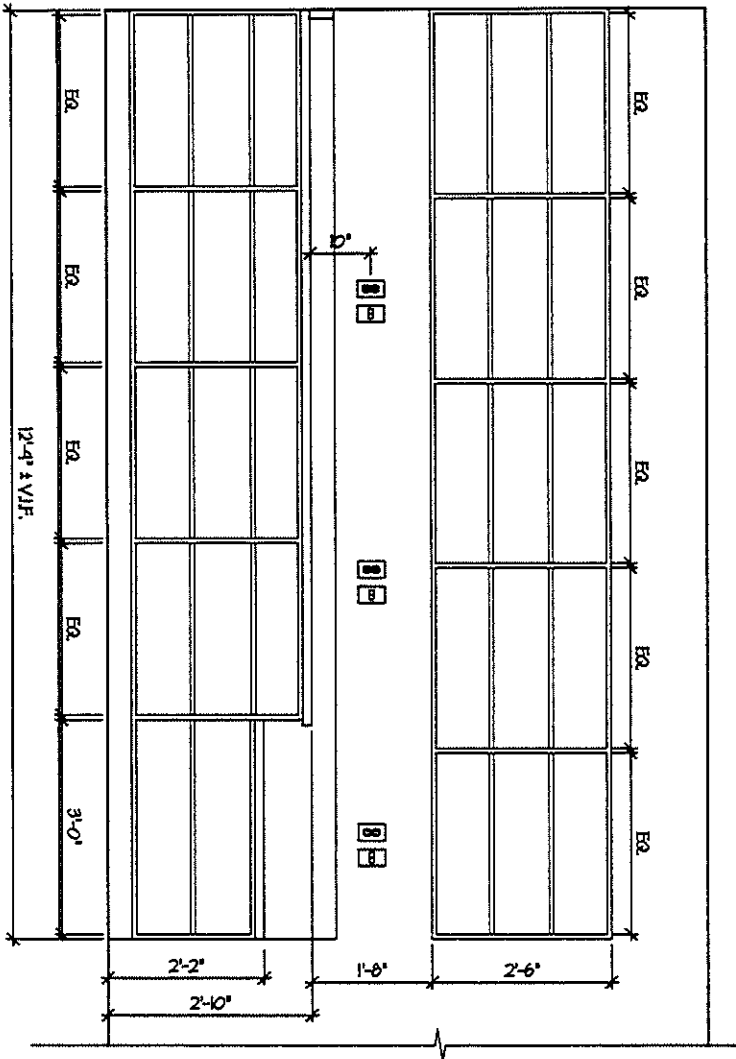
SHEET TITLE
ELEVATIONS

SCALE
3/8" = 1'-0"
DATE
6/10/2008
DRAWN BY
JKD

SHEET NUMBER
11

REF. 1 - 304-06

Handwritten signature and a circular stamp with a cross through it, containing the text "X 1/11/11".



ELEVATION -
COPY (A555)
SCALE: 3/8" = 1'-0"

5	6/5/2008	REVISION
4	5/30/08	REVISION
3	4/24/08	REVISION
2	03/14/08	REVISION
1	03/14/08	REVISION

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY
COUNTY
600 JEFFERSON STREET
SUITE 500
ROCKVILLE, MD 20852

SHEET TITLE
ELEVATIONS

SCALE
3/8" = 1'-0"
DATE
6/10/2008
DRAWN BY
JKD

SHEET NUMBER

12

STBC 6 - 9604-08

Exhibit B

Tenant Improvements Specifications

- A. Landlord shall perform the following improvements to the Premises at Landlord's sole cost and expense in a workman-like manner and in accordance with applicable building codes and as shown on the attached Exhibit A - Floor Plan ("Floor Plan"):
1. Demolish existing walls which would be required to provide the layout, as shown on the attached Floor Plan.
 2. *Demolish all existing raised access flooring.*
 3. *Demolish all existing finishes throughout including wallcovering.*
 4. *Demolish all existing wood base in the Family Area with the exception of F516 Open Office.*
 5. **Retain wood base and chair rail in the perimeter corridors: A559, A560, A561, A563, A564, A565, S526 and S525.**
 6. **Retain wood base in Offices S517, A508, A516, S508, S509, F516 and Conference A558. Demolish and salvage wood base from A517, S507, F520 and F525 per tenant's request.**
 7. **Retain existing office keys, re-key entry doors and those accessing common corridors.**
 8. Patch and repair all adjacent surfaces affected by demolition work as required and prepare all surfaces for installation of new finishes as specified.
 9. Provide one-hour rated partitions for Closet (F507), File (S521 & A542), & Storage (S524 & A541) as shown on the Floor Plan, to be taped, blocked and sanded, ½" Type X fire rated gypsum wallboard on both sides of 2½" metal studs, from the floor up to the underside of the structure above.
 10. *General Contractor is to confirm the extent of the existing tenant demising partition. If required, the General Contractor is to provide a one-hour rated Tenant demising partition.*
 11. *Provide walls to be taped, blocked, skimmed, and sanded, ½" gypsum wallboard on both sides of 2½" metal studs with acoustical batt insulation, from the floor to the underside of the structure above, as shown on the attached Floor Plan. The following rooms are to be consistent with the above: Public Corridor walls adjacent to the tenant space, Toilet (F508), Toilet (F509), Interview (F510), Interview (F511), Interview (F514), Interview (F515), Interview (F522), Interview (F523), Interview (F524), Interview (F256), Women's Locker Room (A530), (A533), (A534), Men's Locker Room (A535), (A536), (A539), Conference (A551), Conference (A552), Interview (A553) and Interview (A554).*
 12. Provide walls to be taped, blocked, skimmed, and sanded, ½" gypsum wallboard on both sides of 2½" metal studs, from the floor to the underside of the suspended ceiling, as shown on the attached Floor Plan.
 13. **Provide one (1) new 3'-0" x 3'-6" high wood gate for Children Waiting (F506) made similar to a railing with spindles with a non locking latch, similar to <http://www.totsafe.com/proddetail.asp?prod=1556> per tenant's request. Paint to match adjacent wall.**
 14. **Provide one (1) new 3'-0" x 8'-2" solid core paint grade pocket door and thumb pull w/ #100PD hardware in painted metal frame for Reception (F502) as shown on the Floor Plan.**
 15. **New - Provide one (1) new 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome. Provide at Office (A517), as shown on the Floor Plan. Hardware may be salvaged from other portions of the project and reused if required.**
 16. **New - Provide one (1) new pair of 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard mortise lock L9453 Series, 625 finish by Schlage with 2'-0" x 7'-2" x ¼" tempered glass insert. Provide at Waiting (F501), as shown on the Floor Plan.**
 17. **New - Provide six (6) new 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome, Closer, Electric Strike by RCI 7 Series, with 8" x 24" x ¼" tempered glass insert. Provide at Waiting (F501), Open Office (F516), Corridor (A561), Corridor (A565), Corridor (S525) and Corridor (S526), as shown on the Floor Plan. Hardware may be salvaged from other portions of the project and reused if required.**
 18. **New/Relocated - Provide four (4) new and relocate five (5) existing 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard 'Jupiter' – 625 polished chrome finish, #07A with escutcheon L Series cylindrical passage lever hardware sets, with 8" x 8" x ¼" tempered glass insert. Provide**

- new doors at Interview (F510), Interview (F514), Interview (A553) and Interview (A554). Provide relocated doors at Break (F504), Interview (F511), Interview (F512), Interview (F515) and Interview (F526). Hardware may be salvaged from other portions of the project and reused if required.*
19. *New/Relocated - Provide three (3) new and relocate one (1) existing 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard 'Jupiter' - 625 polished chrome finish, #07A with escutcheon L Series cylindrical passage lever hardware sets, with 8" x 24" x 1/4" tempered glass insert. Provide new doors at Office (S507), Office (S518) and Office (S519). Provide relocated door at Office (S516). Hardware may be salvaged from other portions of the project and reused if required.*
 20. *Existing - Provide twelve (12) - 8" x 24" x 1/4" thick tempered glass insert kits for Office (S503), Office (S504), Office (S505), Office (S506), Office (S508), Office (S509), Office (S510), Office (S511), Office (S512), Office (S513), Office (S514) and Office (S515) existing laminated doors per tenant's request.*
 21. *Existing - The following nine (9) existing laminated doors with building standard hardware are to remain Office (S503), Office (S504), Office (S510), Office (S511), Office (S512), Office (S513), Office (S514) and Office (S515).*
 22. *Existing - The following three (3) existing laminated doors are to be provided building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome Office (S506), Office (S508) and Office (S509). Hardware may be salvaged from other portions of the project and reused if required.*
 23. *New - Provide one (1) new 2'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite, provide building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome; AV (F513). Hardware may be salvaged from other portions of the project and reused if required.*
 24. *New - Provide five (5) new 3'-0" x 8'-2" 45-minute rated solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome and Closer. Provide at Storage (A541), File (A542), File (S521), Storage (S524) and Closet (F507). Hardware may be salvaged from other portions of the project and reused if required.*
 25. *New - Provide two (2) new 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard mortise lock L9453 Series, 625 finish by Schlage, Closer, and Electric Strike by RCI 7 Series. Provide at Corridor (F528) and Corridor (A563).*
 26. *New - Provide two (2) new 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard mortise lock L9453 Series, 625 finish by Schlage and Closer. Provide both at Conference Room (A558).*
 27. *New - Provide one (1) new 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome, with 8" x 24" x 1/4" tempered glass insert per tenant's request. Provide at Office (S517). Hardware may be salvaged from other portions of the project and reused if required.*
 28. *Existing - Provide two (2) 8" x 24" x 1/4" tempered glass insert kits. Provide at Office (S501) and Office (S502) in existing laminated wood door per tenant's request.*
 29. *Existing - Existing doors are to remain with existing building standard hardware at Office (S501) and Office (S502) per tenant's request.*
 30. *New/Relocated - Provide one (1) new and relocate four (4) existing 3'-0" x 8'-2" solid core wood stain grade interior door, stained to match the existing doors within the suite with building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome, with 8" x 8" x 1/4" tempered glass insert. Provide new door at Office (F517). Provide relocated doors at Office (F518), Office (F519), Office (F520) and Office (F521). Hardware may be salvaged from other portions of the project and reused if required.*
 31. *Relocate - Provide one (1) relocated 3'-0" x 8'-2" solid core wood stain grade interior doors with building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome. Provide at Closet (A540). Hardware may be salvaged from other portions of the project and reused if required.*
 32. *Relocate - Provide five (5) relocated 3'-0" x 8'-2" solid core wood stain grade interior doors with building standard 'Jupiter' - 625 polished chrome finish, #07A with escutcheon L Series cylindrical passage lever hardware sets. Provide at Office (A531), Office (A532), Office (A538), Copy (A555) and Work (A556). Hardware may be salvaged from other portions of the project and reused if required.*
 33. *Relocate - Provide six (6) relocated 3'-0" x 8'-2" solid core wood stain grade interior doors with building standard privacy lock sets 625 polished chrome with closers. Provide at Women's Locker Room (A534), Men's Locker Room (A535), Toilet (A533), Toilet (A536),*

- Toilet (F508) and Toilet (F509). Hardware may be salvaged from other portions of the project and reused if required.
34. Relocate – Provide two (2) relocated 3'-0" x 8'-2" solid core wood stain grade interior doors with existing 24" x 48" x 1/4" tempered glass insert. Provide with building standard 'Jupiter' – 625 polished chrome finish, #07A with escutcheon L Series cylindrical passage lever hardware sets. Provide at Conference (A551) and Conference (A552). Hardware may be salvaged from other portions of the project and reused if required.
 35. Existing - The following twenty-three (23) existing doors are to be provided building standard locksets by Schlage #AL53 6-pin C-Keyway or Bolt Lock as required B360 625 polished chrome; Office (A503), Office (A504), Office (A505), Office (A506), Office (A507), Office (A508), Office (A509), Office (A510), Office (A511), Office (A512), Office (A513), Office (A514), Office (A515), Office (A516), Office (A518), Office (A519), Office (A520), Office (A521), Office (A522), Office (A523), Office (A524), Office (A525), and Office (A527). Hardware may be salvaged from other portions of the project and reused if required.
 36. Existing - The following fourteen (14) existing doors are to remain with existing building standard hardware; Lan (A500) has cipher lock, Closet (A526), Office (A527), Office (A528), Office (A544), Office (A546), Office (A547), Office (A548), Office (A550), Copy (A555), Closet (A557), Interview (F522), Interview (F523), Interview (F524) and Stair 4 has handset and electric strike.
 37. Demolish and salvage three (3) – 3'-0" glass windows from area specified on attached Floor Plan. Relocate in Children Waiting (F506) as shown on the Floor Plan. Glass to be installed as individual wood framed panels between the finished floor and finished ceiling. The glass windows will be covered with a 6mm security film similar to products provided by Interior Guardz Window Coating 301-738-8468 per tenant's request. See Sheet 2, Note 2.
 38. Provide three (3) - 8" x 8" x 1/4" thick tempered glass insert for Office (F522 thru F524) existing doors as shown on the Floor Plan.
 39. Provide one (1) 4'-0" x 4'-0" x 1/4" thick one way tempered glass w/ shade in painted metal frame for wall between Offices (F514 & F515) – top of window to align w/ top of door as shown on the Floor Plan.
 40. Provide Portenza glazed porcelain tile by Daltile for Waiting (F501) as shown on the Floor Plan. Contact, Eva Robinson – (443) 889-3053. Provide salvaged stained wood base and installed in Waiting (F501).
 41. Provide laminate wood flooring for Break (F504) as shown on the Floor Plan. Contact, David Heaver – (610) 504-5071. Tenant to select one color from manufacturer's standard selections, based on manufacturer's availability. Provide a 6" high, stained wood base.
 42. Provide one of the following carpets throughout Premises unless otherwise noted. Tenant to select one color from manufacturer's standard selections, based on manufacturer's availability.
 - a. Bigelow Commercial, No Barriers, Quick Ship Collection - textured patterned loop, level heathered loop, & solid color cut pile, direct glue down carpet.
 - b. Bigelow Commercial, No Limits, Quick Ship Collection - patterned loop graphic, tufted, textured loop, & textured loop graphic, direct glue down carpet.
 43. Provide Mohawk Group Congoleum Commercial Vinyl Composition Tile, or equal, 12"x 12", 1/8" thick for Toilets (F508, F509) Copy (S520), File (S521), Break (S523), Women's Locker (A530), Toilet (A533), Ante (A534), Ante (A535), Toilet (A536), Men's Locker (A539), Closet (A540), Storage (A541), File (A542), Copy (A555) & Work (A556). Tenant to select one color from manufacturer's standard selections, based on manufacturer's availability.
 44. Provide Johnsonite, 4-1/4" high rubber tight-lock base at carpeted areas and 4-1/4" high rubber cove base at areas at resilient flooring. Roll coiled goods only. Provide rubber transition strip between dissimilar materials. Tenant to select one color from manufacturer's standard selections and based on manufacturer's availability.
 45. Provide two coats of Sherwin Williams, Harmony Green Sure, or equal, interior latex eggshell B9 Series paint, throughout on all the walls. Tenant to select one color from manufacturer's standard selections.
 46. Existing door frames are anodized metal and are existing to remain. They shall not be painted. If doors in the space are stained, then touch up existing doors, and stain new doors.
 47. Provide chalk board paint as shown on the attached Floor Plan at Children Waiting (F506).
 48. If fan coil units in space are painted, then repaint existing fan coil units. If units are not painted then clean as required.
 49. Existing building standard 2' x 2' acoustical ceiling tile in existing suspended ceiling grid system to remain. Replace all stained, damaged and missing tiles. Touch up and repair grid as required where demolition of existing walls affect existing grid.
 50. Provide 24"D x 12" H gypsum wallboard bulkhead as shown on the attached Ceiling Plan at Men's Locker (A539).
 51. Existing building standard window blinds for all exterior windows within the Tenant's suite to

- remain repair or replace any damaged or missing blinds.
52. Provide a 11'-9" long +/- V.I.F. x 1 3/8" thick bullet resistant acrylic by Protective Structures LTD – (888)521-8666 or approved equal for Reception (F502) from 42" A.F.F. to underside of the *gypsum wallboard bulkhead ceiling* as shown on the *Ceiling Plan*. See *Elevation 2, Sheet 6 and Elevations 1 & 2, Sheet 7*.
 53. Provide a 5'-0" long x 4'-0" high x 1/4" tempered glass at Reception (A502) as shown on the Floor Plan.
 54. Relocate an existing section of millwork from current location to the area adjacent to Office (A544). See *Sheet 2, Note 1*.
 55. Provide an 8'-0" long (+/-) x 1'-8" deep plastic laminate countertop w/ open below @ 34" A.F.F. for Waiting (F501) as shown on the Floor Plan. Tenant to select one color of plastic laminate for all surfaces. *All millwork shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces. See Elevation 1, Sheet 6.*
 56. Provide a 17'-0" (+/-) long plastic laminate countertop w/ open below @ 30" A.F.F. for Reception (F502) as shown on the Floor Plan. *Provide 4 grommets evenly space along surface.* Tenant to select one color of plastic laminate for all surfaces. *All millwork shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces. See Elevation 1 & 2, Sheet 7.*
 57. Provide a 25" deep 10'-9" (+/-) long plastic laminate countertop with base cabinets at 34" A.F.F. and 30" high wall cabinets above located at 56" A.F.F. to the underside of the cabinet at Open Office (F516) as shown on the Floor Plan. Tenant to select one color of plastic laminate; one for the countertop and 4" high backsplash (backsplashes to return at sides), and one color for all remaining surfaces. All millwork base and upper cabinets shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces. *Provide melamine as the interior cabinet and drawer surface finish. Hardware pulls shall be Hafele 116.39.437 Chrome Matte finish. See Elevations 1 & 2/ Sheet 4.*
 58. Provide a 25" deep 9'-9" (+/-) long plastic laminate countertop with open base cabinets below at 34" A.F.F. and a 3'-0" (+/-) long plastic laminate countertop with open base cabinets below at 26" A.F.F. and 30" high open wall cabinets above located at 56" A.F.F. to the underside of the cabinet at Corridor (F528) as shown on the Floor Plan. Tenant to select two colors of plastic laminate; one for the countertop and 4" high backsplash (backsplashes to return at sides), and one color for all remaining surfaces. All millwork base and upper cabinets shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces. *Provide melamine as the interior cabinet and drawer surface finish. Provide melamine as the interior cabinet and drawer surface finish. Hardware pulls shall be Hafele 116.39.437 Chrome Matte finish. See Elevation 1/Sheet 5.*
 59. Modify the existing countertop and base cabinets at the sink location in Break (S523) to provide an Elkay #LRAD2522 ADA stainless steel sink with Delta #100-WF single handle faucet, an Insinkerator Badger 5 garbage disposal, and hot and cold water. Provide in a 25" deep, 3'-0" long plastic laminate countertop with an ADA sink base Tenant to select two colors of plastic laminate; one for the countertop and 4" high back & side splashes, and one color for all remaining surfaces. *All millwork shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces. Provide melamine as the interior cabinet surface finish. Hardware pulls shall be Hafele 116.39.437 Chrome Matte finish.*
 60. Provide an Elkay #LRAD2522 ADA stainless steel sink with Delta #100-WF single handle faucet, an Insinkerator Badger 5 garbage disposal, and hot and cold water. Provide in a 25" deep, 10'-0" long plastic laminate countertop with an ADA sink base and standard base cabinets at 34" A.F.F. below and 30" high wall cabinets above located at 56" A.F.F. to the underside of the cabinet at Break (F504) as shown on the Floor Plan. Tenant to select two colors of plastic laminate; one for the countertop and 4" high back & side splashes, and one color for all remaining surfaces. All millwork base and upper cabinets shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces. *Provide melamine as the interior cabinet and drawer surface finish. Hardware pulls shall be Hafele 116.39.437 Chrome Matte finish.* Provide a duplex receptacle for the refrigerator, water line for the dishwasher, refrigerator and coffee maker, two for the microwaves, and one ground-fault circuit-interrupt duplex receptacles at counter-height for the coffee maker. *Provide a Barrier Free Dishwasher, General Electric, Tall Tub Built-In Dishwasher, GLDA690MWW (White), and provide one ground-fault circuit-interrupt duplex receptacle. See Elevation 2/Sheet 5.*
 61. Provide a 25" deep, 9'-9" (+/-) long plastic laminate countertop with open base cabinets at 34" A.F.F. below and a 3'-0" (+/-) long plastic laminate countertop with open base cabinets below at 26" A.F.F. and 30" high open wall cabinets above located at 56" A.F.F. to the underside of the cabinet at Copy (S520) as shown on the Floor Plan. Tenant to select two colors of plastic laminate; one for the countertop and 4" high backsplash (backsplashes to return at sides), and one color for all remaining surfaces. All millwork base and upper cabinets shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces.

- Provide melamine as the interior cabinet and drawer surface finish. *See Elevation 1 /Sheet 8.*
62. Provide a 25" deep, 13'-0" (+/-) long plastic laminate countertop w/ a 6'-6" open base cabinets below and a 6'-6" open below @ 34" A.F.F. Provide wall blocking from above the countertop to underside of the suspended ceiling for Tenant provided wall millwork for Open Office (S522) as shown on the Floor Plan. Tenant to select one color of plastic laminate based on manufacturer's availability. *See Elevation 1/Sheet 9.*
63. Provide five (5) – 15" deep, 4'-8" (+/-) long painted wood shelves on #85 double slot heavy duty adjustable standard & #185 heavy duty double metal brackets by Knappe & Vogt – first shelf @ 1'-6" A.F.F. for Closets (F507) as shown on the Floor Plan. *See Elevation 1/Sheet 10.*
64. Provide five (5) – 15" deep, 8'-0" (+/-) long painted wood shelves on #85 double slot heavy duty adjustable standard & #185 heavy duty double metal brackets by Knappe & Vogt – first shelf @ 1'-6" A.F.F. for Closets (A526 & A557) as shown on the Floor Plan. *See Elevations 2 & 3/Sheet 10.*
65. Provide a 10'-0" long plastic laminate countertop with open base cabinets at 34" A.F.F. below and a 3'-0" (+/-) long plastic laminate countertop with open base cabinets below at 26" A.F.F. and 30" high open wall cabinets above located at 56" A.F.F. to the underside of the cabinet at for Copy (A555) as shown on the Floor Plan. Tenant to select two colors of plastic laminate; one for the countertop and 4" high backsplash (backsplashes to return at sides), and one color for all remaining surfaces. All millwork base and upper cabinets shall be MDF sub-straight with plastic laminate on all exterior exposed surfaces. Provide melamine as the interior cabinet and drawer surface finish. Hardware pulls shall be Hafele 116.39.437 Chrome Matte finish. *See Elevation 1/Sheet 12.*
66. Provide wood blocking in wall from finished floor to ceiling for AV (F513) as shown on the Floor Plan.
67. Provide four (4) half height metal rods, two (2) at 42" A.F.F – center of rod and two (2) metal rods at 84" A.F.F – center of rod for Closet (A540) as shown on the Floor Plan. *See Elevations 2 & 3/Sheet 11.*
68. Provide seven (7) - 3 tier lockers #5283 for Locker (F503) by Douron High Density Storage Systems, Contact: (410) 363-2600 x3115 Reference Bid # 112.
69. Provide four (4) – 4 tier lockers for Locker (F503) by Douron High Density Storage Systems, Contact: (410) 363-2600 x3115 Reference Bid # 112.
70. Provide thirty (30) Masterlock 1630 Built-In Comb Lock and one(1) Masterlock Master Key for 1630-31 by Douron High Density Storage Systems, Contact: (410) 363-2600 x3115 Reference Bid # 112.
71. Provide lockers for Women's Locker (A530) by Space Savers, Inc. – Contact: John Adam – (301) 933-9390.
72. Provide lockers for Men's Locker (A539) by Space Savers, Inc. – Contact: John Adam – (301) 933-9390.
73. Provide 39" long coat hook strip - #13U12 by EMCO Specialty Products, Inc. – emcospi.com – (913) 281-4555 or approved equal for Conference (A558) as shown on the Floor Plan.
74. Provide one (1) 10'-0" W x 4'-0" H Nu-Vu-Rite Walltalkers (WT) with clear satin aluminum trim all around and maker trays on the bottom by Koroseal Wallcoverings – (800) 753-7505 for Conference (A558) and Conference (A551) as shown on the Floor Plan.
75. Provide a 20'-0" long x 1" H tack rail (TR) @ 5'-6" A.F.F. w/ #66 – Suntan tack finishes by Koroseal Wallcoverings – (800) 753-7505 for Conference (A558) as shown on the Floor Plan.
76. Provide structural survey/calculation for rolling file system for Files (S521 & A542) to ensure the load bearing meets requirements as shown on the Floor Plan.
77. Provide L high density mobile filing system by Spacesaver Systems, Inc. – John Adam – (301) 933-9390 for File (S521) as shown on the Floor Plan. *See Attached Proposal*
78. Provide L high density mobile filing system by Spacesaver Systems, Inc. – 301-933-9390 for File (A542) as shown on the Floor Plan. *See Attached Proposal*
79. Provide & install four (4) - 36" grab bars @ 36" A.F.F. - #B6106-36 by Bobrick or equal for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
80. Provide & install four (4) - 42" grab bars @ 36" A.F.F. - #B6106-42 by Bobrick or equal for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
81. Provide four (4) 18" vertical grab bar by Bobrick, B-6806-18, Satin finish or approved equal for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
82. Provide one (1) countertop sink – Acclivity by American standard or equal in a 4'-0" L x 24" D plastic laminate countertop @ 34" A.F.F. w/ open below – insulate pipe. Tenant to select one color of solid surface based on manufacturer's availability. Provide at Toilet F508.
83. Provide & install three (3) ADA building standard wall hung sinks - #9141.001 by American Standard or equal for Toilets (F509, A533, & A536) as shown on the Floor Plan. Insulate pipes below sink. Provide lever handles on faucets - #2385.000.002 by American Standard,

- or single acting lever type faucet on lavatory.
84. Provide & install four (4) ADA building standard floor mounted toilets - #3043.102 by American Standard or equal for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
 85. Provide & install four (4) surface mounted toilet paper dispensers - #B-273 by Bobrick or equal for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
 86. Provide & install four (4) *automatic recess mounted paper towel dispensers/wastes* - #046921A by American Specialties, Inc. or equal for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
 87. Provide & install four (4) 18" W x 24" H surface mounted mirrors - #B-165 1824 by Bobrick for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
 88. Provide & install four (4) coat hooks @ 60" A.F.F. and bumpers - #B-76717 & #B-687 by Bobrick or equal for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
 89. *Provide & install one (1) automatic lavatory mounted soap dispensers* - #B-826.18 by Bobrick or equal for Toilet (F508) as shown on the Floor Plan.
 90. Provide & install *three (3)* automatic surface wall mounted soap dispensers - #0361 by American Specialties, Inc. or equal for Toilets (F509, A533, & A536) as shown on the Floor Plan.
 91. Provide & install four (4) GFI outlets at 42" A.F.F. for Toilets (F508, F509, A533, & A536) as shown on the Floor Plan.
 92. Provide *seven (7)* new exhaust fans for Toilets (F508, F509, A533, & A536), *Women's Locker (A530), Men's Locker (A539) and Break (F504)* as shown on the Floor Plan.
 93. Provide one (1) oval baby changing station by Koala Kare - # KB108-00 for Toilet (F508) as shown on the Floor Plan.
 94. Provide the following electrical and/or mechanical in the suite, if existing, then to remain, or provide new to make up the difference as follows:
 - a. Provide regular & dedicated duplex and quad receptacles as shown on the Floor Plan, either existing or provide additional to meet this requirement. No new outlets, or tenant telephone and computer receptacles will be permitted on building exterior window walls. New outlet covers are to have stainless steel finish. ***Any outlets or voice/data receptacles that are removed will be covered with a white plastic cover plate.***
 - b. One (1) single pole light switch for each interior room. New switch covers to match existing adjacent covers.
 - c. *Existing lighting and switches are to remain in Conference (A558).*
 - d. *Salvage existing recessed lighting and re-install in the new waiting (F501).*
 - e. *Provide & install six (6) ceiling fans on a separate switch – one in Family Open Area (F516), one in Family Waiting (F505), one in Child Waiting (F506), & two (2) in Conference (A558) – The Bayport - #20406 42" by Hunter .*
 - f. Provide & install two (2) new Walker Infloor Systems – Flush Style Poke-Thru Devices – RC3 Series #RC3ARTTCBK by Wiremold and associated electrical connections for Conferences (A551 & A552) as shown on the floor plan.
 - g. Provide & install two (2) new Walker Infloor Systems – Flush Style Poke-Thru Devices – RC3 Series #RC3ARTTCBK by Wiremold and associated electrical connections for Conference (A558) as shown on the floor plan.
 - h. Provide power to *four (4)* junction boxes to be 8 wire 4 circuits for Open Offices (F516) for Tenant provided system as shown on the Floor Plan.
 - i. Provide power to *one (1)* junction box to be 8 wire 4 circuits for Open Offices (A537) for Tenant provided system as shown on the Floor Plan.
 - j. Install new 2' x 4' recessed fluorescent light fixtures, Lithonia 2PM3NGD_3_32 18LD MVOLT, with parabolic lenses and high efficiency ballast with T-8 tubes at a ratio of 1 fixture per 80 useable square feet.
 - k. Exit lights, Lithonia LQMSWR-120/277-ELN, and emergency lights, Lithonia ELM2-120/277, as required by code.
 - l. Bring existing wiring (line voltage and low voltage) above the ceiling, if accessible, up to present code.
 - m. Relocate existing HVAC diffusers and return grilles as required in each room or area so that there is a minimum of 1 supply and 1 return in each interior room and a minimum of one (1) return grill in each exterior office. Provide fire dampers where required by code.
 - n. Provide 24/7 supplemental HVAC on a sub-meter for Offices (*S503-S519*), Copy (*S520*) and Open Office (*S522*).
 - o. Provide two (2) garbage disposals – ***Badger 5*** for the ADA sink for Breaks (F504 & S523).
 - p. Provide two (2) Water Filtration Systems - #GXSL55F by GE for Breaks (F504 &

S523).

- q. Provide water lines for Refrigerators @ Breaks (F504 & S523) & for Coffee machine @ Break (S523).
- r. Provide ring & string throughout for Tenant provided telephone/data.
- s. Landlord shall not provide Tenant's telephone and or computer lines, jacks and or equipment. Landlord shall, however, coordinate with Tenant's low-voltage wiring subcontractor for such installation.
- t. Tenant will provide the Landlord with all of the locations for all of the above mentioned item a. thru b.
- u. **Relocate existing electrical panels (UPS 2A & UPS 2B) from the previous computer room to File (A542).**

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

Signed by:

TENANT:

Montgomery County, MD
Company Name

Thomas Street
Signature

Thomas Street ACAO
Name, Title

07/22/08
Date

LANDLORD:

By: WASHINGTON REAL ESTATE
INVESTMENT TRUST

By: George McKenzie (Seal)
(Signature Here)

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

EXHIBIT C
ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

To: _____, its successors and/or assigns ("**Lender**")
_____, its successors and/or assigns ("**Purchaser**")

Re: Property Address: _____ ("**Property**")
Lease Date: _____
Between _____ ("**Landlord**") and
Montgomery County, Maryland ("**Tenant**")
Square Footage Leased: _____
Suite No./Floor: _____ ("**Premises**")

Landlord has requested that Tenant provide Landlord with an estoppel certificate as permitted from time to time under the terms of the above-referenced lease ("**Lease**"). Tenant hereby acknowledges the following:

- (1) The Lease, which includes the Lease and all amendments to the Lease attached as Exhibit "A", is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term commenced on _____, and terminates on _____. The Lease provides for _____ renewal/extension option(s) of _____ (months/years) each. Tenant has exercised _____ renewal/extension options on the date that this Certificate is issued by Tenant.
- (3) The amount of fixed monthly rent is \$ _____; the monthly common area or other charges are \$ _____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 200__.
- (4) Tenant paid no security deposit under the terms of the Lease. Tenant has paid rent for the Premises through _____, 200__.
- (5) Tenant currently occupies the Premises.
- (6) All work to be completed by Landlord for the Tenant prior to occupancy has been performed as required and has been accepted by the Tenant (if not, specify what punch list or other items remain to be completed, and the amount budgeted for completion; and any payments, free rent, or other payments, credits, allowances or

abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to Tenant.

- (7) As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (8) Tenant is not in default under the Lease.
- (9) Tenant has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (10) Any notices to be sent to Tenant should be sent in the form required in the Lease to:

Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, MD 20850
Attn: Director

With a copy that does not constitute notice to:

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

TENANT:
Montgomery County, Maryland

By:_____