

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is entered into this 26th day of June, 2013 by and between Washington Real Estate Investment Trust ("Landlord") and Montgomery County, Maryland ("County"). (The Landlord and the County may be collectively referred to under this First Amendment as the "Parties").

RECITALS:

WHEREAS, Landlord and County are Parties to a Lease Agreement dated July 24, 2008 ("Lease") whereby County leased from Landlord certain premises consisting of approximately 23,907 rentable square feet of space and known as Suite 500 ("Original Premises") of the building located at 600 Jefferson Street, Rockville, Maryland 20850 ("Building"); and

WHEREAS, Paragraph 1 of the Lease incorrectly states that the Original Premises are located on the third floor of the Building, and Landlord and County desire to correct the scrivener's error to correctly read the fifth floor of the Building; and

WHEREAS, County desires to increase the amount of the square footage of the Original Premises by approximately 5,550 square feet known as Suite 550 (the "First Additional Premises"), and Landlord is willing to agree that County may increase the square footage of the Original Premises; and

WHEREAS, Landlord and County desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this First Amendment; and

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

WITNESSETH:

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

1. Recitals Incorporated. The recitals contained above are true to the best of the Parties' knowledge and are incorporated by reference herein.
2. Defined Terms. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.
3. Leased Premises. Paragraph 1 of the Lease is hereby amended to delete the language "third floor" and insert the language "fifth floor" in lieu thereof.
4. First Additional Premises. Effective on the date ("First Additional Premises Occupancy Date") Landlord delivers possession of the First Additional Premises which is anticipated to be October 1, 2013 the following is added to the end of Article 1:

Save Date: 6/14/2013 3:22:00 PM

Create Date: 6/14/2013 3:12:00 PM

F:\LEASING AGENTS\PHILIP\600 Jefferson Plaza\Montgomery County - 600 Jefferson Plaza\First Amendment Expansion Suite 550 Rev 6 061413.doc

“Landlord does hereby lease and demise unto the County, and the County hereby leases from Landlord, Suite 550 comprising approximately 5,550 square feet of rentable area on the fifth floor of the Building, which space is hereinafter referred to as the “First Additional Premises”. The First Additional Premises are identified on Exhibit “A-1” which is attached hereto and incorporated herein for all purposes. The First Additional Premises and the Original Premises may be collectively referred to under the Lease as “Leased Premises”.”

5. Exhibit C-1. Promptly after the First Additional Premises Occupancy Date, Landlord and County shall execute a certificate substantially in the form of Exhibit C-1 attached hereto and incorporated herein for all purposes affirming the First Additional Premises Occupancy Date.

6. Minimum Annual Rent Abatement. Notwithstanding anything to the contrary in the Lease and provided that the County is not in default beyond any applicable notice and cure period, Landlord shall abate one hundred percent (100%) of Minimum Annual Rent (hereinafter defined) with respect to the First Additional Premises for the first one hundred twenty (120) days following the First Additional Premises Occupancy Date.

7. Minimum Annual Rent. On the First Additional Premises Occupancy Date, the following shall be added to Article 4 of the Lease:

“In addition to the amounts set forth herein, Tenant agrees to pay during the term hereof, commencing on the First Additional Premises Rent Commencement Date (hereinafter defined) and continuing through the expiration date as provided in this Lease, a minimum annual rent for the First Additional Premises in accordance with the schedule below, payable without deduction, set off, abatement, demand or counterclaim (hereinafter called “Minimum Annual Rent”). The date (“First Additional Premises Rent Commencement Date” or “RCD”) upon which Tenant shall commence the payment of Minimum Annual Rent with respect to the First Additional Premises shall be one hundred twenty (120) days following the First Additional Premises Occupancy Date.

LEASE YEAR	ANNUALLY	MONTHLY
RCD – end of Lease Year 1	\$142,912.50	\$11,909.38
Lease Year 2	\$147,199.87	\$12,266.66
Lease Year 3	\$151,615.86	\$12,634.66
Lease Year 4	\$156,164.33	\$13,013.70
Lease Year 5	\$160,849.25	\$13,404.11
Lease Year 6	\$165,674.72	\$13,806.23
Lease Year 7	\$170,644.96	\$14,220.42
Start of Lease Year 8 – 3/31/2021	\$175,764.30	\$14,647.03

The term "Lease Year" with respect to the First Additional Premises shall mean each period of twelve (12) consecutive months commencing on the First Additional Premises Occupancy Date, except that if the First Additional Premises Occupancy Date is not the first day of a month, then the first Lease Year shall commence on the First Additional Premises Occupancy Date and shall continue for the balance of the month in which the First Additional Premises Occupancy date occurs and for a period of twelve (12) calendar months thereafter and subsequent Lease Years shall commence on the day following the last day of the preceding Lease Year."

8. Real Estate Taxes. On the First Additional Premises Occupancy Date, the following shall be added to Paragraph 5.A. of the Lease:

"Commencing on the first anniversary of the First Additional Premises Occupancy Date, and every 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 levied or imposed against the Property of which the First Additional 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 First Additional Premises are a part during the First Additional Premises Base Year. The "First Additional Premises Base Year" shall be defined as Calendar Year 2013. The Landlord's statement must contain copies of Real Estate Tax billings for the First Additional Premises Base Year as well as the tax year for which the payment is required."

9. County's Proportionate Share of Real Estate Taxes. On the First Additional Premises Occupancy Date, the following shall be added to Paragraph 5.C. of the Lease:

"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 Four and 94/100 percent (4.94%) within thirty days after receipt of Landlord's statement. The County proportionate share with respect to the First Additional Premises is computed as follows:

5,550 square feet leased
112,292 Building square feet = 4.94%"

10. Utilities. On the First Additional Premises Occupancy Date, the following shall be added to Paragraph 6.A. of the Lease:

"Commencing on the first anniversary of the First Additional Premises Occupancy Date, 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 levied or imposed against the Property of which the First Additional 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 First Additional Premises are a part during the First Additional Premises' Base Year. The Landlord's statement must contain copies of Utility Billings for the First Additional Premises Base Year as well as the tax year for which the payment is required."

11. County's Proportionate Share of Utilities. On the First Additional Premises Occupancy Date, the following shall be added to Paragraph 6.C. of the Lease:

"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 Four and 92/100 percent (4.94%) within thirty days after receipt of Landlord's statement. The County proportionate share with respect to the First Additional Premises is computed as follows:

$$\frac{5,550 \text{ square feet leased}}{112,292 \text{ Building square feet}} = 4.94\%$$

12. Operating Expenses. On the First Additional Premises Occupancy Date, the following language shall be added as Paragraph 37 of the Lease:

"Operating Expenses: County shall pay to Landlord as additional rent Four and 94/100 percent (4.94%) (being the stipulated proportion which the rentable area of the First Additional Premises bears to the total rentable office area of the Building which is 112,292) of the increase in Operating Expenses during the Term over Initial Operating Expenses. In the event the gross rentable area of the Building is increased or decreased, then County's Operating Expenses percentage shall be recalculated and adjusted. County's proportionate share of Operating Expenses with respect to the First Additional Premises shall be the percentage set forth above, except as follows: If any space in the Building is leased to a tenant who is separately responsible for paying the cost of a service that would otherwise be included in Operating Expenses, the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of the balance of the cost of such services. Additionally, if any space in the Building is leased to a tenant who creates an exemption from any category of Operating Expenses so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining County's percentage share of such category of Operating Expenses.

(a) "Operating Expenses," as that term is used herein, shall mean all expenses, costs and disbursements (but not replacement of capital investment items or specific costs billed to and paid by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, maintenance, repair and operation of the Building (for purposes of this Paragraph 37,

the Building shall include the Land) including, but not limited to, the following (including appropriate reserves):

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

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

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

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

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

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

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

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

(ix) cost of audit and accounting services; and

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

(b) Operating Expenses shall not include the following:

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

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

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

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

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

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

within the Building.

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

(d) For purposes hereof, the Initial Operating Expenses with respect to the First Additional Premises are stipulated to be the amount of Operating Expenses actually incurred by Landlord during the First Additional Premises Base Year.

(e) In the event that the actual Operating Expenses with respect to the First Additional Premises for any calendar year during the Term exceed the Initial Operating Expenses set out above, commencing on the first anniversary of the First Additional Premises Occupancy Date and thereafter, County shall pay its proportionate share of the increase in Operating Expenses for such year over the Initial Operating Expenses. Any increase payable by County under this provision shall be deemed additional rent.

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

13. Parking. On the First Additional Premises Occupancy Date, the following shall be added to Article 7 of the Lease:

"Landlord hereby grants County a license to use an additional eighteen (18) unreserved parking spaces with respect to the First Additional Premises. 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 for the foregoing parking spaces in the amount of \$90.00 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, agents and contractors to comply with all rules and regulations promulgated by Landlord with respect to the parking of vehicles. Any changes the County may request regarding such license to use unreserved parking spaces shall be made by written notice to Landlord."

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

15. Landlord's Work. The First Additional Premises are delivered AS-IS. Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes in or to the First Additional Premises except as set forth in Exhibits A-1 and B-1 attached hereto and incorporated herein by reference ("Landlord's Work"). *Notwithstanding the foregoing, Landlord's Work shall apply only to the First Additional Premises unless specified otherwise in this First Amendment.*

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

17. Notice. The Lease is hereby amended to reflect that all notices required hereunder by either party to the other shall be sent by recognized overnight courier with receipt therefor (such as Federal Express) or by certified mail. Notices to Landlord shall hereafter be sent to Washington Real Estate Investment Trust ("WRIT"), 6110 Executive Boulevard, Suite 800, Rockville, Maryland 20852, Attention: Asset Manager. Notices to County shall be sent to Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, with a copy that does not constitute a notice to Office of the County Attorney for Montgomery County, Maryland, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850, Attention: County Attorney. County hereby elects domicile at the Leased Premises for the purpose of all notices, writs of summons, or other legal documents, or process, in any suit, action, or proceeding which Landlord may undertake under this Lease.

18. Non-Appropriation. As of the First Additional Premises Occupancy Date, Paragraph 26 of the Lease shall be deleted in its entirety and the following language substituted in lieu thereof:

Save Date: 6/14/2013 3:22:00 PM

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

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

The County’s fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County’s budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The County shall give the Landlord notice, in writing, thirty (30) days after the County makes a final decision not to appropriate funds sufficient for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay rent and will state the date by which the County will vacate the Leased Premises.

If this Lease is terminated under this section, the County shall pay Landlord an amount (“Termination Fee”) equal to the unamortized costs of any Landlord build-out work or alterations in the Leased Premises, rent abatements and leasing commissions in connection with this Lease amortized on a straight-line basis. The Termination Fee shall be payable by the County to Landlord at least five days prior to the date of non-appropriation, and no such termination under this Section shall be valid without delivery of the Termination Fee. Landlord shall provide the County with the Termination Fee (along with an amortization schedule) within ten (10) business days after the County’s written request therefor, provided any Landlord build-out work in the Leased Premises has been completed.”

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

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

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

Witness/Attest:

Laura Pusstun

LANDLORD:
WASHINGTON REAL ESTATE
INVESTMENT TRUST

By: George McKenzie (Seal)
(Signature Here)

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

Witness/Attest:

Julie L. White

COUNTY:
MONTGOMERY COUNTY

By: Ramona Bell-Pearson (Seal)
(Signature Here)

Name: Ramona Bell-Pearson
Title: Asst. Chief Administrative
Officer

Fed Tax ID Number: 52-6000980

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

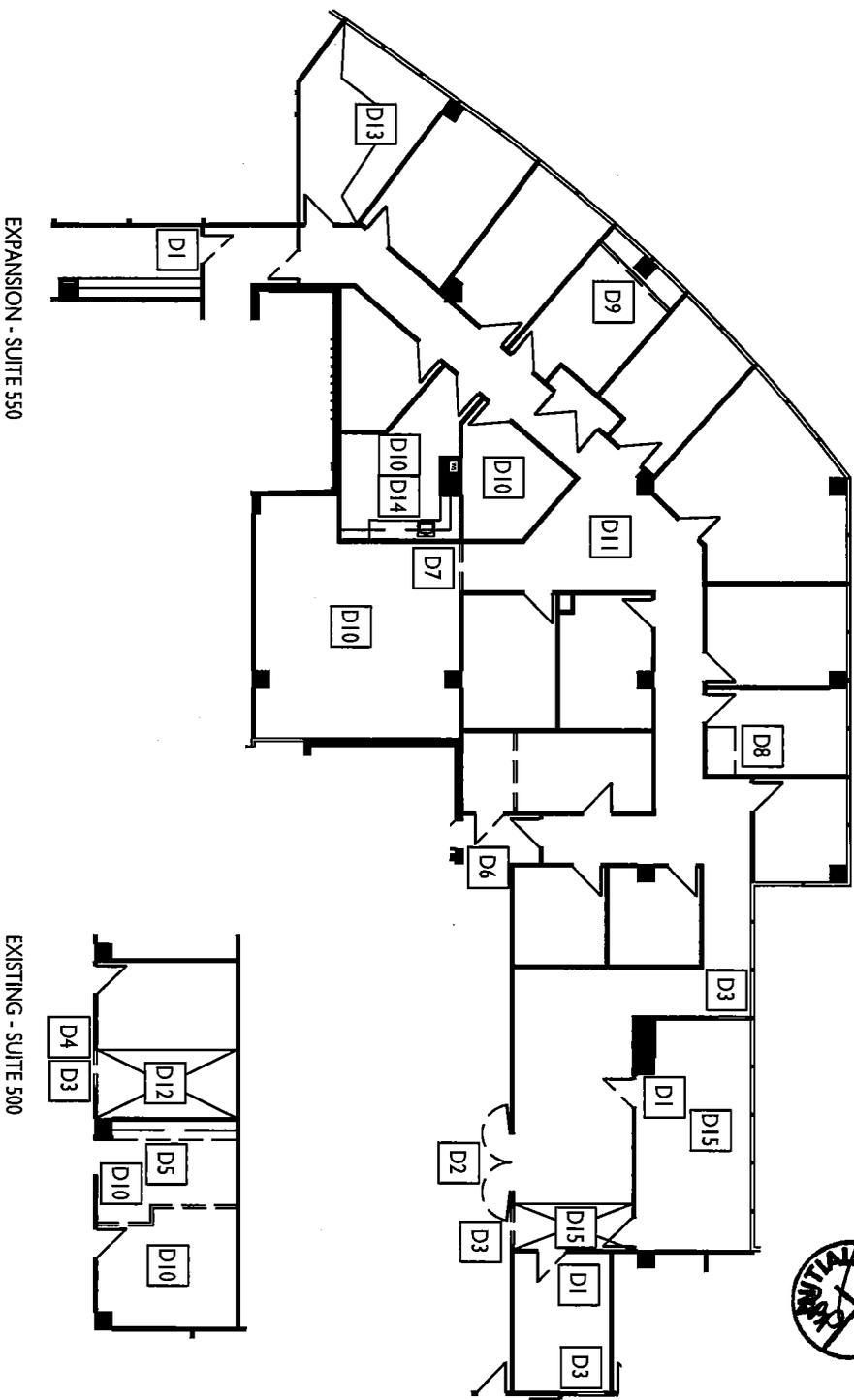
By: Alan Dreyer

By: Guthrie B...

Date: 6/21/13

Date: 6/18/13

EXHIBIT A-1 - FLOOR PLAN - DEMOLITION



1 DEMOLITION PLAN
NTS



- LEGEND**
- EXISTING CONSTRUCTION TO REMAIN
 - EXISTING DOOR TO REMAIN
 - CONSTRUCTION TO BE DEMOLISHED
 - DOOR TO BE DEMOLISHED

NOTES

- D1 REMOVE DOOR, FRAME & HDWR & SALVAGE FOR REUSE.
- D2 REMOVE PAIR DOORS AND RETURN TO BUILDING OWNER.
- D3 REMOVE PORTION OF EXISTING PARTITION, EXTENT AS REQUIRED TO RECEIVE NEW DOOR, FRAME AND HARDWARE. REMOVE EXISTING WINDOW AS REQUIRED TO ACHIEVE NEW LAYOUT.
- D4 REMOVE AND SALVAGE EXISTING MILLWORK AND ASSOCIATED POWER/DATA RECEPTACLES, INCLUDING NEMA RECEPTACLE AT COPER FOR REUSE.
- D5 REMOVE EXISTING DOOR AND FRAME. INFILL EXISTING PARTITION TO MATCH ADJACENT CONSTRUCTION.
- D6 REMOVE EXISTING SECURITY GATE. PATCH WALLS AS REQUIRED TO RECEIVE NEW FINISHES.
- D7 REMOVE EXISTING MILLWORK. PATCH WALLS AS REQUIRED TO RECEIVE NEW FINISHES.
- D8 REMOVE EXISTING LOW MILLWORK PLATFORM. EXISTING MILLWORK ABOVE TO REMAIN.
- D9 EXISTING RESILIENT FLOORING IN ROOMS AS INDICATED TO REMAIN. PATCH AS REQUIRED. FLOORING TO BE CLEANED AND REFINISHED.
- D10 REMOVE EXISTING FLOOR AND WALL FINISHES AND MOLDINGS THROUGHOUT SUITE. U.N.O. EXISTING CHAIR RAIL, RAILINGS & WOOD BASE TO REMAIN. PREP SURFACES TO RECEIVE NEW FINISHES.
- D11 REMOVE CARPET IN PORTION OF ROOM TO BE SUBDIVIDED INTO COPY/SUPPLY 528. AS SHOWN.
- D12 REMOVE EXISTING WALLCOVERING, EXTENT AS SHOWN.
- D13 REMOVE EXISTING DISHWASHER. INFILL APPLIANCE OPENING W/ NEW BASE CABINETS TO MATCH EXISTING.
- D14 EXISTING FLOOR AND WALL FINISHES TO REMAIN AS IS.
- D15

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY COUNTY
600 JEFFERSON PLAZA
SUITE 550
ROCKVILLE, MD

DRAWN BY: CRC

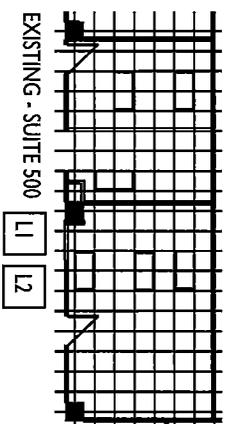
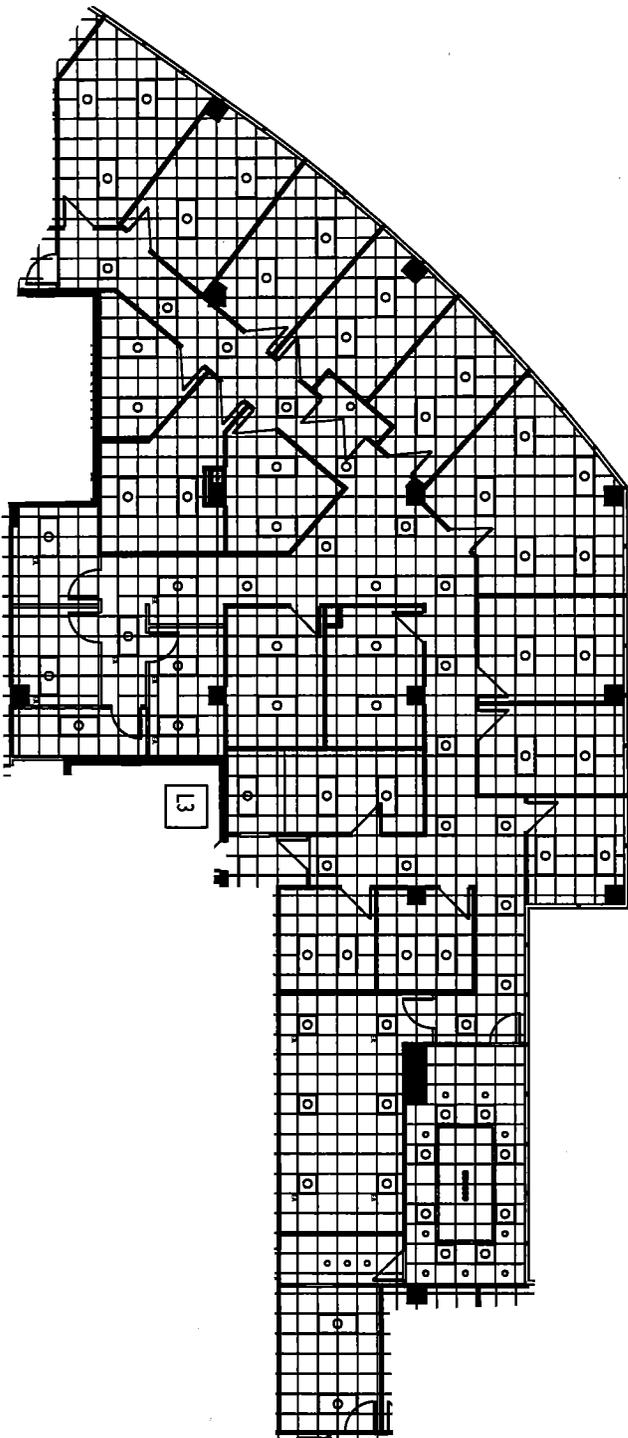
Issue 04.29.2013
Issue 04.02.2013

SPEC#:4809-02

SCALE: NTS

A.I.1

EXHIBIT A-1 - FLOOR PLAN - REFLECTED CEILING



LEGEND

-  EXISTING 2X4 FIXTURE TO BE RELOCATED AS SHOWN
-  EXISTING 2X4 FIXTURE TO REMAIN
-  EXISTING 2X2 FIXTURE TO BE RELOCATED AS SHOWN
-  EXISTING 2X2 FIXTURE TO REMAIN
-  EXISTING DOWNLIGHT TO REMAIN



NOTES

- L1** EXISTING CEILING TILE, GRID & LIGHT FIXTURES TO REMAIN, U.N.O. TOUCH UP CEILING GRID AND REPLACE DAMAGED CEILING TILES AS REQUIRED.
- L2** RELOCATE EXISTING LIGHT FIXTURES IN EXISTING SUITE 500 SCOPE AS REQUIRED TO ACHIEVE NEW LAYOUT. PROVIDE NEW LIGHT FIXTURES TO MATCH EXISTING AS REQUIRED TO ACHIEVE LIGHTING LEVELS PER CODE.
- L3** RELOCATE EXISTING LIGHT FIXTURES IN EXPANSION 550 AS SHOWN. PROVIDE NEW LIGHT FIXTURES TO MATCH EXISTING AS REQUIRED TO ACHIEVE LIGHTING LAYOUT SHOWN.

1 REFLECTED CEILING PLAN
NTS

WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY COUNTY
600 JEFFERSON PLAZA
SUITE 550
ROCKVILLE, MD

DRAWN BY: CRC

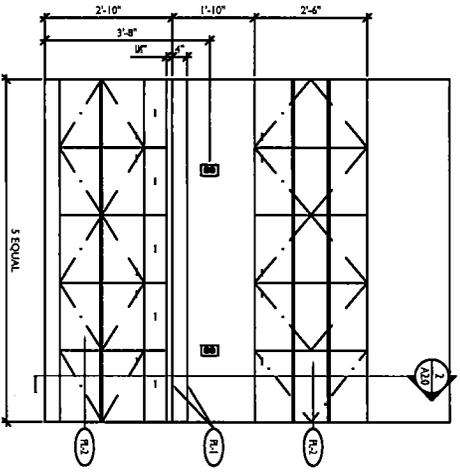
Issue 04.29.2013
Issue 04.02.2013

SPEC#: 4809-02

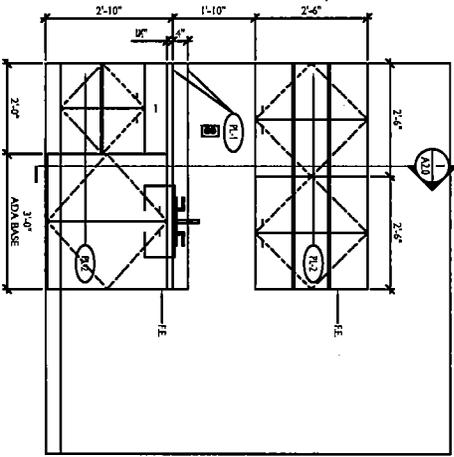
SCALE: NTS

A1.2

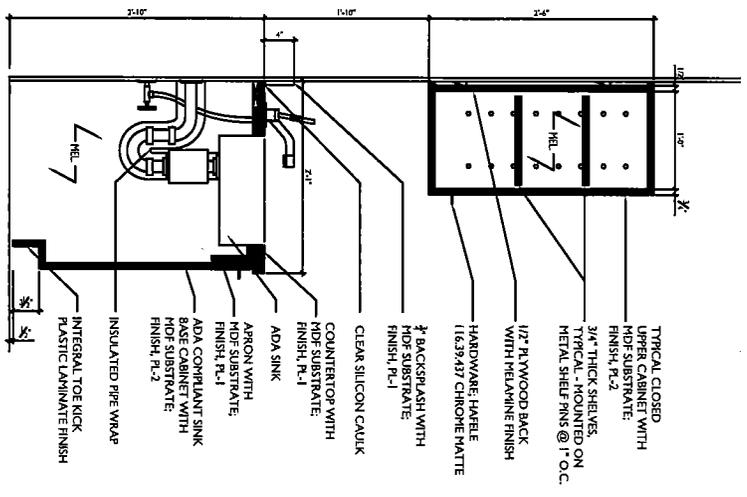
EXHIBIT A-1 - INTERIOR ELEVATIONS & SECTIONS



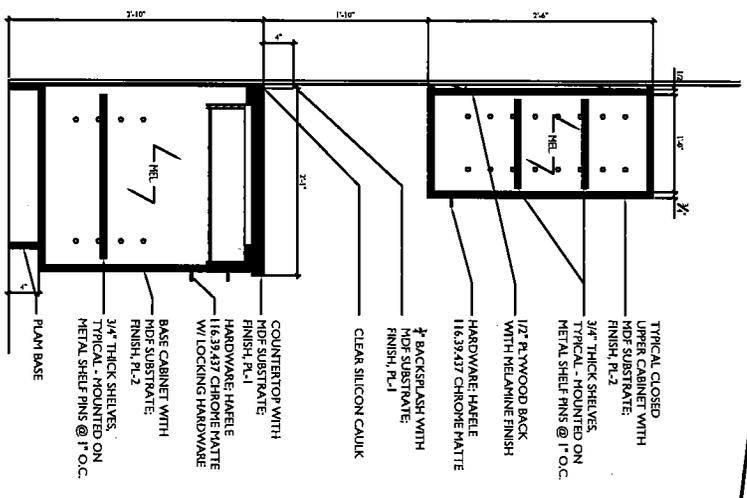
A
ELEVATION - MEDICAL UNIT
SCALE: 1/4" = 1'-0"



B
ELEVATION - EXAM TYP.
SCALE: 1/4" = 1'-0"



1
SECTION
1/2" = 1'-0"



2
SECTION
1/2" = 1'-0"



WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

WRIT

MONTGOMERY COUNTY
600 JEFFERSON PLAZA
SUITE 550
ROCKVILLE, MD

DRAWN BY: CRC

Issue 04.29.2013
Issue 04.02.2013

SPEC#: 4809-02

SCALE: 1/4" = 1'-0"

A2.0

Exhibit B-1:

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 that will be required to provide the layout, as shown on the attached Floor Plan.
 2. Patch and repair all adjacent surfaces affected by demolition work as required and prepare all surfaces for installation of new finishes as specified.
 3. Carpet Reclamation – Refer to Drawings for quantity and type of existing carpet to be removed. Examine areas where work will be performed and identify conditions detrimental to proper completion. Verify carpet is dry. Separate construction debris including tackless strip, if any, from carpet and discard. Place carpet in receptacle for transport to Recycling Facility. Final Disposition of Used Carpet. Comply with one of the following:
 1. Advise recycler or Carpet Manufacturer when receptacle is ready for transit.
 2. Deliver used carpet to the designated Recycling Facility.
 4. Provide walls to be taped, blocked, skimmed, and sanded, ½" synthetic gypsum wallboard on both sides of 2½" metal studs, from the floor up to the underside of the suspended ceiling, as shown on the attached Floor Plan. All gypsum board shall be flue gas desulfurization type synthetic gypsum board fabricated with 100% post consumer face paper. Standard synthetic gypsum board shall contain 99% recycled material on a dry weight basis. Acceptable manufacturers:
 - a. Temple-Inland Forest Products Corporation
 - b. National Gypsum (product from certain plants only – documentation of compliance required prior to installation)
 - c. USG, from Aliquippa, PA plant (product from certain plants only – documentation of compliance required prior to installation)
 5. Provide an acoustical wall to be taped, blocked, skimmed, and sanded, ½" synthetic gypsum wallboard on both sides of 2½" metal studs with batt-insulation, from the floor up to the underside of the structure above, as shown on the attached Floor Plan. All gypsum board shall be flue gas desulfurization type synthetic gypsum board fabricated with 100% post consumer face paper. Standard synthetic gypsum board shall contain 99% recycled material on a dry weight basis. Acceptable manufacturers:
 - a. Temple-Inland Forest Products Corporation
 - b. National Gypsum (product from certain plants only – documentation of compliance required prior to installation)
 - c. USG, from Aliquippa, PA plant (product from certain plants only – documentation of compliance required prior to installation)
 6. ***Provide smoke partition, wall to be taped, blocked, skimmed, and sanded, ½" synthetic gypsum wallboard on both sides of 2½" metal studs, from the floor up to the underside of the structure above, as shown on the attached Floor Plan. Smoke dampers shall be provided at all air transfer openings. All gypsum board shall be flue gas desulfurization type synthetic gypsum board fabricated with 100% post consumer face paper. Standard synthetic gypsum board shall contain 99% recycled material on a dry weight basis. Acceptable manufacturers:***
 - a. ***Temple-Inland Forest Products Corporation***
 - b. ***National Gypsum (product from certain plants only – documentation of compliance required prior to installation)***
 - c. ***USG, from Aliquippa, PA plant (product from certain plants only – documentation of compliance required prior to installation)***
 7. Provide a one-hour rated tenant demising wall to be taped, blocked, skimmed, and sanded, 'Fire Code X' ½" synthetic gypsum wallboard on both sides of 2½" metal studs with batt-insulation, from the floor up to the underside of the structure above, as shown on the attached Floor Plan. All gypsum board shall be flue gas desulfurization type synthetic gypsum board fabricated with 100% post consumer face paper. Fire rated and water resistant synthetic gypsum board shall contain 95% recycled material on a dry weight basis. Acceptable manufacturers:
 - a. Temple-Inland Forest Products Corporation
 - b. National Gypsum (product from certain plants only – documentation of compliance required prior to installation)

- c. USG, from Aliquippa, PA plant (product from certain plants only – documentation of compliance required prior to installation)
- 8. Provide new 3'-0" x 8'-2" suite entry door, solid core stain grade, wood veneer in an aluminum frame w/ associated hardware to receive card reader provided by others as indicated on the Floor Plan.
- 9. Provide new 3'-0" x 8'-2" suite entry door, solid core stain grade, wood veneer **and clear tempered glass sidelight in an aluminum frame** w/ associated hardware to receive card reader provided by others as indicated on the Floor Plan.
- 10. Provide new 3'-0" x 8'-2" solid core stain grade wood veneer interior doors, in a black anodized aluminum frame within the Tenant's suite as shown on the Floor Plan. Provide 'Jupiter' – 625 polished chrome finish, AL50 6-pin C-Keyway for lever lockset for office / Bolt Lock as required B360 625 polished chrome by Schlage as shown on the Floor Plan.
- 11. Provide locking hardware on existing doors throughout suite.
- 12. Provide carpet throughout suite to match existing carpet in Tenant's current suite. Carpet to be: Bigelow Commercial, 7559, New Basics QS, Anodized Lapis, Broadloom, Direct Glue.
- 13. Provide 4" carpet base to match floor carpet throughout Tenant's Suite.
- 14. Provide two coats of one of the following paints throughout on all the walls. Tenant to select one color from manufacturer's standard selections. Acceptable manufacturers:
 - a. Sherwin Williams, Harmony Green Sure, interior latex flat B5 Series
 - b. Benjamin Moore, Eco-Spec wb, interior latex flat N372 Series
- 15. If fan coil units in space are painted, then repaint existing fan coil units. If units are not painted then clean as required.
- 16. 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.
- 17. At Exam 514 & Exam 515, provide an Elkay #LRAD2522 ADA stainless steel sink with Delta #100-WF single handle faucet and hot and cold water. Provide in a 25" deep, 5' 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 the location shown on the Floor Plan. Tenant to select two colors of plastic laminate; one for the countertop and 4" high backsplash and one color for all remaining surfaces. All millwork base and upper cabinets shall be FSC Certified MDF substrate to meet AWI standards 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. All cabinets to receive locking hardware.
- 18. All appliances are Tenant-provided and Energy Star Rated, U.N.O.
- 19. At Medical Unit 512A, provide a 25" deep, 8' long (+/-) plastic laminate countertop with 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 the location shown on the Floor Plan. Tenant to select two colors of plastic laminate; one for the countertop and 4" high backsplash, and one color for all remaining surfaces. All millwork base and upper cabinets shall be FSC Certified MDF substrate to meet AWI standards 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. All cabinets to receive locking hardware.
- 20. At Office 510, provide a 25" deep, 20' long (+/-) plastic laminate worksurface at 30" A.F.F. as shown on the floor plan. Tenant to select one color of plastic laminate. All millwork shall be FSC Certified MDF substrate to meet AWI standards with plastic laminate on all exterior exposed surfaces.
- 21. 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. Two (2) regular duplex receptacles per interior room. No outlets, or tenant telephone and computer receptacles will be permitted on building exterior window walls. New outlet covers are to have stainless steel finish.
 - b. **Three (3)** ring and strings per new interior room in the suite.
 - c. In open areas and corridors, provide occupancy sensor, ceiling mounted by Wattstopper, #W-2000H and Ultrasonic occupancy sensor, ceiling mounted by Wattstopper, #BZ-150. In all other areas, provide an automatic wall switch, motion activated by Wattstopper. No time delay shall be set at less than 15 minutes. Wattstopper #WA-100 Dual Voltage, color to be white.
 - d. Reuse and relocate existing 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.
 - e. Provide exit lights by Lithonia Lighting, Quantum LED, LQM LED-S-W-R-120/277-EL-N, and

emergency lights, Lithonia ELM2-120/277, as required by code.

- f. Bring existing wiring (line voltage and low voltage) above the ceiling, if accessible, up to present code.
- g. Relocate 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.
- h. Landlord shall not provide Tenant's telephone and or computer lines, jacks and or equipment. Landlord shall, however, coordinate with Tenant's low-voltage wiring subcontractor for such installation.
- i. Tenant will provide the Landlord with all of the locations for all of the above mentioned item a. thru b.

22. All existing electrical, telephone and data outlets to remain unless otherwise noted.

B. Tenant shall be solely responsible for all of Tenant's systems furniture requirements and installation, including but not limited to, layout, installation, permits, wiring and connections. In addition, Tenant shall be solely responsible for all of Tenant's low-voltage wiring serving the Premises, including but not limited to telephone, data and security.

C. 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.

D. Tenant shall furnish the Landlord its finish selections (i.e. paint, carpet, cove base) no later than five (5) business days after the full execution of this Lease. Any delay to the improvements to be performed by the Landlord outlined in this Exhibit B for any reason caused by Tenant shall be considered a "Tenant Delay" such as: 1) Delays in time caused as a direct result of tenant modifications to the floor plan and/or specifications as described in this Exhibit B; 2) Additional items required above and beyond the scope of Exhibit A or B for the Premises after lease execution; 3) Tenant's 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.

E. For all purposes under the Lease, Landlord's Work shall be deemed to be substantially complete when Landlord's Work, as defined in Exhibit B, is entirely completed except for minor punch list items and long-lead items, the completion of which shall not materially interfere with Tenant's use of the Premises.

Signed by:

TENANT:

Montgomery County
Company Name

Ramona Bell-Pearson
Signature

Ramona Bell-Pearson
Asst. Chief Administrative Officer
Name, Title

July 11, 2013
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-1

MEMORANDUM OF FIRST ADDITIONAL PREMISES OCCUPANCY DATE

Pursuant to that certain Lease Agreement dated July 24, 2008, as amended, (hereinafter, the ("Lease")) entered into between Washington Real Estate Investment Trust, as Landlord, (hereinafter "Landlord") and Montgomery County, Maryland, as County (hereinafter "County"), related to certain space (defined in the Lease as the "First Additional Premises") in that certain Building located at 600 Jefferson Street, Rockville, Maryland 20852, Landlord and County hereby agree that for all purposes under the Lease, the First Additional Premises Occupancy Date is _____, 2013.

IN WITNESS WHEREOF, Landlord and County have executed this MEMORANDUM OF FIRST ADDITIONAL PREMISES OCCUPANCY DATE this _____ day of _____, 2013.

Witness/Attest:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: _____ (Seal)
(Signature Here)

Name:
Title:

Fed Tax ID Number:

Witness/Attest:

LANDLORD:
WASHINGTON REAL ESTATE
INVESTMENT TRUST

By: _____ (Seal)
(Signature Here)

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

TO BE SIGNED UPON POSSESSION
NOT TO BE EXECUTED UPON LEASE EXECUTION

Save Date: 6/14/2013 3:22:00 PM

Create Date: 6/14/2013 3:12:00 PM

F:\LEASING AGENTS\PHILIP\600 Jefferson Plaza\Montgomery County - 600 Jefferson Plaza\First Amendment Expansion Suite
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