

LEASE AGREEMENT
BETWEEN
SPRING STREET ASSOCIATES LIMITED PARTNERSHIP
AND
MONTGOMERY COUNTY, MARYLAND
DATED 11/30/99

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LEASE AGREEMENT

THIS AGREEMENT, entered into this 3rd day of December, 1999, by and between, the SPRING STREET ASSOCIATES LIMITED PARTNERSHIP, (hereinafter referred to as "Lessor") and MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as "Lessee").

WITNESSETH:

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

1. PREMISES: Lessor does hereby lease and demise unto Lessee and Lessee hereby leases from Lessor the premises described as Suite 407 comprising 2486 square feet of space on the fourth floor of the building located at 1109 Spring Street, Silver Spring, Maryland 20910, as outlined in red on "Exhibit A" attached hereto and made a part hereof.

2. TERM: The term of this Lease shall be five (5) years and zero (0) months, commencing on November 1, 1999. The intended use is for general office purposes. After the end of the second year, Lessee shall have the right to terminate this Lease and all obligations thereunder, on the last day of any month, by providing to Lessor one hundred eighty (180) days notice of Lessee's intention to terminate.

3. RENT: Lessee shall pay or cause to be paid to Lessor the annual and monthly amounts listed in the following schedule:

	<u>Annual</u>	<u>Monthly</u>
Year 1	\$37,290.00	\$3,107.50
Year 2	\$38,408.70	\$3,200.73
Year 3	\$39,560.96	\$3,296.74

11/1/99 - 1 10/31/00
11/1/00 2 10/31/01
11/1/01 3 10/31/02
11/1/02 4 10/31/03
11/1/03 5 10/31/04

	<u>Annual</u>	<u>Monthly</u>
Year 4	\$40,745.79	\$3,395.64
Year 5	\$41,970.22	\$3,497.51

All payments are to be made in advance on the first day of each month during each lease year, and shall be payable to Spring Street Associates, 1109 Spring Street Suite 602, Silver Spring, Maryland 20910. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be prorated accordingly.

4. USE: Lessee covenants and agrees that said premises shall be used and occupied by the Montgomery County Government as general government offices, and for no other purposes. Lessee shall have the right to occupy and use the premises 24 hours a day, seven days a week.

5. PROPERTY DAMAGE AND LIABILITY INSURANCE:

- A. ~~Lessee shall obtain and maintain, during the full term of this Agreement and any extension thereof, a policy of public liability insurance with bodily injury limits of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS for injury (or death) to one person, FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS per occurrence, and property damage insurance with a limit of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS.~~
- B. Lessee agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event Lessee's occupancy causes any increase in the insurance premiums for the Leased Premises or any part thereof, Lessor shall pay the additional premiums as they become due.
- C. Lessee will indemnify Lessor 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 the Leased Premises, or the occupancy or use by Lessee of the Leased Premises, or any part thereof, or the Lessee's use of the exterior areas provided by Lessor for the comfort and convenience of Lessee, occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the Lessor, Lessor's agents, and employees. Lessee shall indemnify Lessor against any penalty, damage or charge incurred or imposed by reason of Lessee's violation of any law or ordinance. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless.

The parties further agree and understand that the Lessee's combined liability, both independent of and under this Lease, for any claims that arise from the same occurrence, shall be limited to the maximum liabilities established in the Local Government Tort Claims Act, Section 5-403(a), Courts & Judicial Proceedings Article, Annotated Code of Maryland.

The Lessee's obligation hereunder is subject to and contingent upon the Lessor providing to the Lessee notice of any and all claim(s) upon which the Lessor will rely on this indemnification, within 30 days of actual or constructive knowledge of the claim(s). The Lessor must not settle any claims for which it seeks indemnification pursuant to this Indemnification Agreement without the written consent of the Lessee. Any claim settled without the written consent of the Lessee will not be covered by this Indemnification.

- D. Lessee further agrees that all personal property in the Leased Premises shall be and remain at Lessee's sole risk, and Lessor 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 Lessor, Lessor's agents, and employees.

E. Lessee shall deliver to Lessor a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement. Lessee ~~reserves the right to~~ ^{shall} self insure.

MS *JMM*

6. ACCESS: Lessee will allow Lessor or Lessor's agents to have access to the premises upon reasonable notice to Lessee 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 Lessor may consider necessary or desirable; provided, however, Lessor shall not interfere with Lessee's use of the premises.

7. SERVICES: Lessor, at Lessor's sole expense, shall provide all utilities, maintenance and repairs, trash removal and pest control within the Leased Premises. Lessor, at Lessor's sole expense, shall provide janitorial services within the Leased Premises, Monday through Friday in accordance with the schedule attached hereto and made part hereof as Exhibit B.

A. Janitorial Services: In the event Lessor fails to provide satisfactory janitorial services in the Leased Premises, after due notice of seventy-two hours is given, Lessee shall have the right but not the obligation to assume responsibility for said services and be reimbursed the reasonable cost thereof by Lessor.

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

- C. Maintenance and Repairs - Routine: In the event Lessor fails to correct routine maintenance and repair problems in the Leased Premises within 10 calendar days after notification of same by Lessee, Lessee shall have the right but not the obligation to correct these problems and be reimbursed the reasonable cost thereof by Lessor.
- D. Lessee shall have the right to set off the cost of reimbursement of the services described herein from the next monthly rent due.

8. HVAC SYSTEM: Lessor agrees to provide heating, ventilation, and air conditioning during those seasons of the year when such services are required from 8:00 AM until 6:00 PM, Monday through Friday, and from 9:00 AM to 1:00 PM on Saturday, exclusive of legal County holidays, in amounts and quantities sufficient to maintain in a balanced, comfortable manner all space occupied by the Lessee. Lessor will provide heating and air conditioning after the above stated hours, or on Sunday, provided that Lessee notifies Lessor in advance of such requirement for additional heating or air conditioning. Lessee shall pay an hourly charge for such additional HVAC services to reflect actual cost of utilities and other costs of operating the HVAC equipment within thirty (30) days after receipt of invoice from Lessor. Lessee shall pay its equal share of the charge based on the number of users in the building during each period. Lessor shall provide Lessee with written documentation of number of users and hours used by each. The air conditioning shall be so balanced as to provide a temperature range between 74 and 78 degrees. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees. Lessor shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements.

9. ALTERATIONS: Lessee will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Lessor's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions, or improvements made by either of the parties hereto upon the premises shall become the property of the Lessor and shall remain upon and be surrendered with the premises upon the termination of this lease. Lessee shall

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 Lessee, and may be removed by Lessee upon the termination of this Lease.

10. NOTICE OF DEFECTS: Lessee shall provide Lessor with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or defects in the roof, plumbing, electric and heating systems, to be remedied by Lessor. Lessor shall provide Lessee with prompt notice of accidents on or damages to the structure, equipment or fixture of the Leased Premises, or defects in the roof, plumbing, electric and heating systems, to be remedied by Lessor.

11. ASSIGNMENT AND SUBLEASING: Lessee shall not have the right to transfer possession or occupancy of the Leased Premises, nor sublet or assign this lease to any person or persons without the written consent of the Lessor. Lessor's consent shall not be unreasonably or unduly withheld. The consent by Lessor to any such assignment or subleasing shall not be construed as a waiver or release of Lessee from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee or sublessee constitute a waiver or release of Lessee from any covenant or obligation contained in this Lease, nor shall any such assignment or subleasing be construed to relieve Lessee from obtaining the consent in writing of Lessor to any further assignment or subleasing.

12. LESSEE'S COVENANTS: Lessee covenants and agrees:

- A. To pay to Lessor the rent herein stated during the term hereof and until possession of the Leased Premises is redelivered to Lessor.
- 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 premises which shall be unlawful, noisy, 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.
- D. Not to move any furniture or equipment into or out of the premises without advance notice to the Lessor.
- 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 Lessor, which approval shall not be unreasonably withheld.
- 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 Lessor.

13. DESTRUCTION OF PREMISES: In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Lease shall not be terminated, but the premises shall be promptly and fully repaired and restored as the case may be by the Lessor at its own cost and expense. 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 Lessor. Except as otherwise provided below, 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 premises untenable, then the rental which the Lessee is obligated to pay hereunder shall abate as of the date of the occurrence until the premises have been fully restored by the Lessor. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated. If the premises are partially damaged or destroyed, then during the period that Lessee is deprived of the use of the damaged portion of said premises, Lessee shall be required to pay rental prorated to reflect that portion of the premises which it is able to occupy. Lessor will proceed at its expense and as expeditiously as may be practicable to repair the damage, unless, because of the substantial extent of the damage or destruction, Lessor decides not to repair or restore the premises or the building, in which event and at Lessor's sole option, Lessor may, upon sixty (60) days notice to the Lessee,

terminate this Lease forthwith, by giving Lessee a written notice of its intention to terminate within ninety (90) 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 Lessor, 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. In the event the damage to the Leased Premises is not repaired within two hundred seventy (270) days from the date of the casualty, Lessee may, in its sole discretion, terminate this Lease upon sixty (60) days notice to Landlord, unless Landlord has been and is continuing to repair the Leased Premises and within thirty (30) days of the date of such notice, Landlord confirms that substantial completion will occur within ninety (90) days of the date of such Tenant notice.

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

15. DEFAULT:

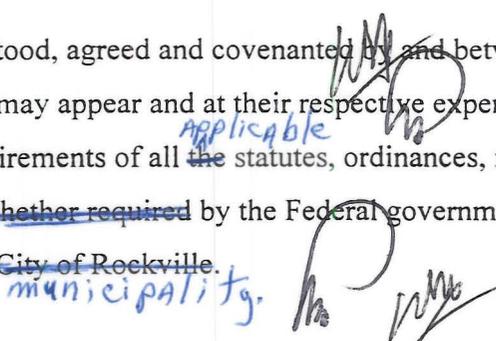
- A. By Lessee: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, within ten (10) days after written notice to the Lessee for same, or if Lessee or Lessee's assigns shall fail or neglect to keep and perform each and every one of the terms of this lease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence), after written notice to Lessee from the Lessor specifying the default, then at the option of the Lessor, the Lessor and his assigns may proceed to recover possession under the laws of the State of Maryland.
- B. By Lessor: In the event that the Lessor 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 may reasonably be required to correct the default with exercise of due diligence) after

written notice from the Lessee or his assigns specifying the default, then the Lessee or his assigns, at Lessee's option, may pursue any and all legal remedies available to Lessee.

- C. No default as hereinbefore provided shall be deemed complete unless at the time Lessor or Lessee seeks to take any action based upon such alleged default the same shall remain uncured.

16. HOLDOVER: In the event Lessee continues to occupy the Leased Premises or any part thereof after the conclusion of the term of this Lease, Lessee's tenancy shall be deemed to be upon a month-to-month basis. The tenancy thus created shall be subject to all applicable terms and conditions of this lease, including any rental increases pursuant to the provisions of Paragraph 4 hereof, and may be terminated by either party providing the other not less than thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced.

17. LESSOR'S TITLE AND COVENANT OF QUIET ENJOYMENT: Lessor covenants that it has full right and power to execute and perform this lease and that it will put Lessee into complete and exclusive possession of the Leased Premises. The Lessor further covenants that Lessee, on paying the rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the leased premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of the lease, and any extension or renewals hereof.

18. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the parties hereto that the Lessor and Lessee, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all ^{applicable} ~~the~~ statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated ~~whether required~~ by the Federal government, the State of Maryland, the Montgomery County government, or the ~~City of Rockville~~ ^{municipality}. 

19. WAIVER: The waiver at any time by the Lessor or Lessee of any particular covenant or condition of this lease shall extend to that particular situation and covenant 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.

20. NON-DISCRIMINATION: Lessor agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Lessor 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 age, color, creed, national origin, race, religious belief, sexual preference or disability.

21. NON-APPROPRIATION: This Lease is subject to the annual appropriation of funds. This lease shall terminate automatically on July 1 of any year for which Montgomery County, for whatever reason, does not appropriate funds to pay the rent herein stated. Lessee shall give Lessor at least thirty (30) days written notice of the lack of appropriation. The Lessor shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items for any amount of money for which there has been no appropriation of funds.

22. CONTRACT SOLICITATION: Lessor 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 bonafide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Lessor for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

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

24. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building (including the parking garage) of which the Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, Lessee shall have no claim against the Lessor 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 Lessee to damages therefore, if any,

are hereby assigned by the Lessee to the Lessor. The foregoing notwithstanding, Lessee 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 Lessee which shall not, under the terms of this Lease, be or become the property of Lessor 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. 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 Lessee shall have no claim against the Lessor for the value of any unexpired term of this lease.

25. GENERAL PROVISIONS:

- A. It is further understood and agreed that this instrument contains the entire agreement between the parties hereof and shall not be modified in any manner except by an instrument in writing duly executed by the parties hereto.
- B. 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.
- C. The laws of the State of Maryland shall govern the validity, performance and enforcement of this lease.
- D. The term "Lessee" refers only to the County's obligations as a tenant under this Agreement and does not obligate or bind Lessee to act in its governmental capacity.

26. CONSTRUCTION AND REMODELING: In the event Lessee requires any additional construction or remodeling during the term hereof, Lessee shall provide Lessor with plans and specifications of said work. Upon receipt of Lessor's written approval of the Lessee's plans and specifications, Lessee may proceed to perform the work at Lessee's expense, or at Lessee's option, Lessee may require Lessor to perform said work at Lessee's expense and at negotiated prices. Lessee shall pay for any work performed by Lessor on

Lessee's behalf within thirty (30) days from the submission of an invoice by Lessor for work satisfactorily completed, as additional rent hereunder.

27. SUBORDINATION: Lessor shall have the absolute right to encumber the premises set forth in this lease and the lease, at the option of Lessor, shall be subordinate to such encumbrance or encumbrances. Lessor agrees to use commercially reasonable efforts to obtain, in the event of an encumbrance, a non-disturbance agreement on Lessee's behalf. Lessee agrees to sign all papers for subordination when requested, 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 Lessee 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 upon the same terms and conditions stated above. Any transferee must also obtain a non-disturbance agreement on Lessee's behalf. Lessee agrees to execute any subordination documents required by Purchaser, subject only to the reservations recited in this paragraph.

28. 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 representatives, successors and assigns.

29. MAIL NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail, postage prepaid, addressed to Lessor or Lessee, respectively. Notices to the respective parties shall be addressed as follows:

LESSOR:

Spring Street Associates
1109 Spring Street, Suite 602
Silver Spring, Maryland 20910

LESSEE:

Montgomery County, Maryland
Leasing Management
Division of Facilities and Services
110 N. Washington Street, Suite 318
Rockville, Maryland 20850

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LESSOR:
SPRING STREET ASSOCIATES,
A LIMITED PARTNERSHIP

By: 

By: 

Title: MANAGING AGENT

Date: 11/24/99

By: _____

By: _____

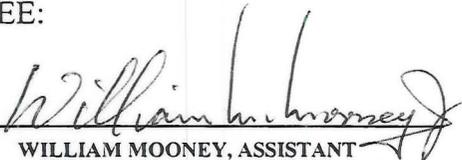
Title: _____

Date: _____

WITNESS:

LESSEE:

By: Rebecca S Demaruk

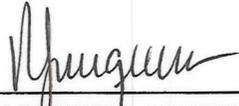
By: 
WILLIAM MOONEY, ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: _____

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Gileen J. Basarone

By: 
REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: 11/24/99

Date: 11/30/99

DISK12/SPRING STREET LEASE

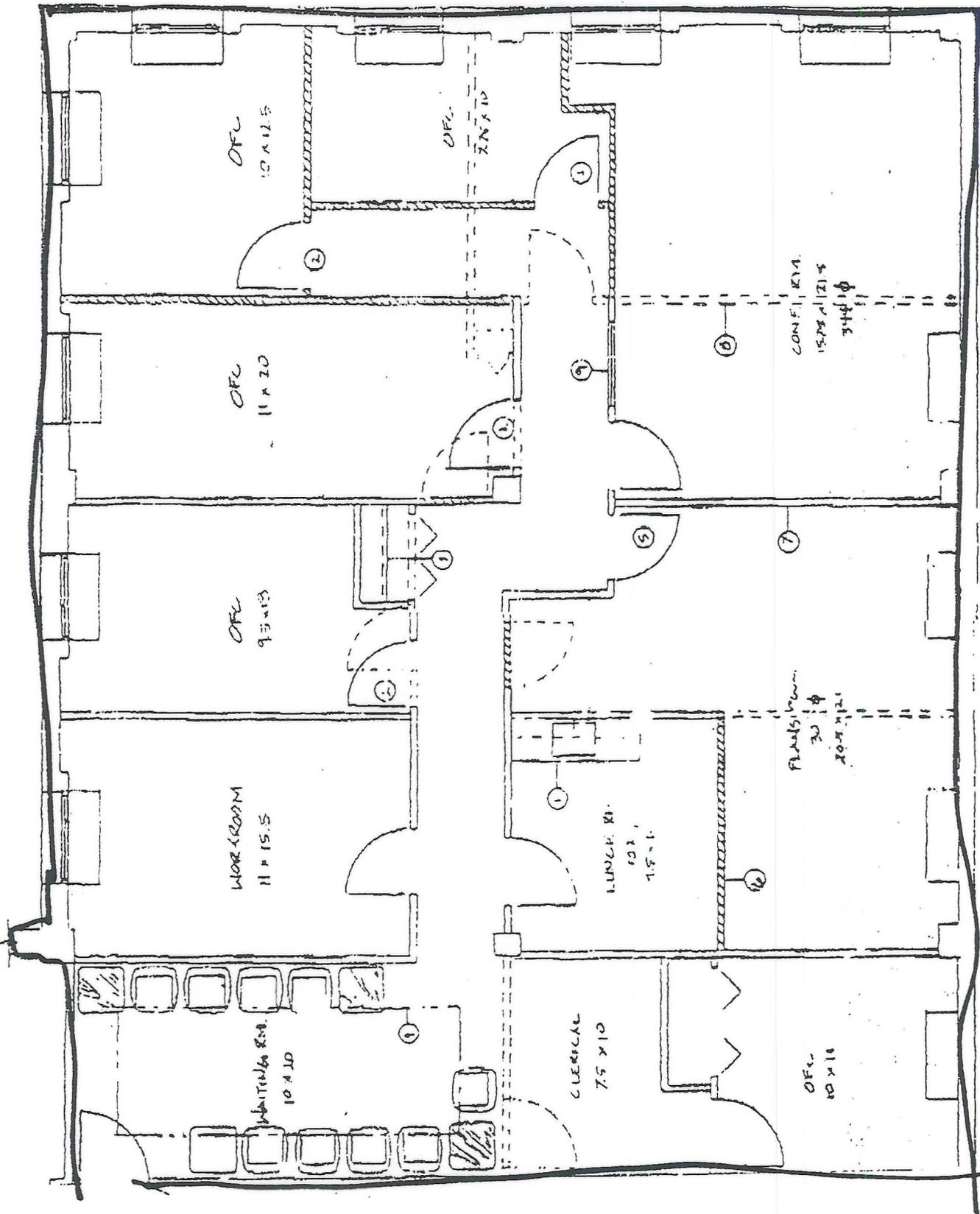


EXHIBIT A

EXHIBIT "B"

LANDLORD'S REQUIRED WORK LIST

Landlord shall perform the following repairs and maintenance items listed below, at sole cost to the Landlord, and all work shall be completed within ninety (90) days after lease is fully executed by all parties:

1. Repaint the entire demised premises as requested by tenant. Color to be chosen by tenant, and given to Landlord.
2. All existing light fixtures missing any lens covering shall be replaced.
3. All windows in the demised premises with missing blinds shall be installed with new blinds.
4. Landlord shall inspect perimeter HVAC units as per tenant's request, and repair/replace any defective override timers.
5. Any defective/stained ceiling tiles shall be replaced.
6. Landlord shall repair the window leak located in the Map Room.
7. Landlord shall clean the existing carpet in the demised premises by a professional carpet cleaning company.

UNITED STATES SERVICE INDUSTRIES

CLEANING SPECIFICATIONS

APPENDIX A

All services will be performed on a nightly basis unless otherwise stated herein, or as provided by the basic contract and/or other addenda. United States Service Industries shall furnish all labor, cleaning supplies, and equipment to satisfactorily perform the following nightly services:

I. GENERAL

- A. Soft Vac padded vacuum cleaner covers will be used at all times in order to better protect customer's property.
- B. Padded trash barrel bumpers will be used at all times in order to better protect customer's property.
- C. USSI smocks or uniforms will be worn at all times during cleaning hours, along with USSI identification badges, in order to clearly identify USSI personnel.

II. LOBBY

- A. Floors serviced, free of soil, amply coated and protected to maintain their beauty with the appropriate product for each type of surface.
- B. Walls, glass, planters, signs and directories dusted and cleaned.
- C. Elevator doors dusted and spot cleaned on both sides, inside of cabs dusted and spot cleaned, floors cleaned or vacuumed, and spots removed from carpet.
- D. Brightwork cleaned and polished.

- E. Ashtrays and urns, debris free and clean.
- F. Carpet vacuumed, spot cleaned and edged.
- G. Guard station dusted and spot cleaned.

III. RESTROOMS

- A. Sinks, commodes & urinals thoroughly cleaned.
- B. Mirrors and brightwork cleaned and polished.
- C. Walls, partitions, air vents and doors dusted and cleaned.
- D. Trash removed and receptacles lined. *
- E. Replenish soap, towel, toilet tissue & sanitary napkins.
- F. Floors cleaned and drain treated with a germicidal-type chemical to keep free of odor.

IV. TENANT OFFICE SPACE

- A. All surfaces below 70 inches dusted.
- B. Carpet vacuumed and spot cleaned.
- C. Ashtrays emptied and polished clean.
- D. Walls, woodwork, doors & countertops cleaned.
- E. Trash containers emptied and lined. *
- F. Hard surface floors free of spots and dust.

V. TENANT KITCHEN

- A. Floors cleaned, no spots or buildup in corners.
- B. Trash removed, containers cleaned and lined. *

* Trash removal will comply with recycling programs. See addendum if applicable.

- C. Spots removed from walls that can be spot cleaned without discoloring or damaging the surface.
- D. Counters and cupboards spot cleaned.

VI. CORRIDORS

- A. Floors
 - 1. Carpet vacuumed, spot cleaned and edged.
 - 2. Hard surface floors serviced, free of soil, amply coated and protected to maintain their beauty with the appropriate product for each type of surface.
- B. Walls spot cleaned to remove fingerprints, smudges and stains.
- C. Elevator doors and frames dusted and spot cleaned, and call buttons polished clean.
- D. Ashtrays and urns litter-free and cleaned.
- E. Drinking fountains polished clean on all surfaces.

VII. STAIRWAYS

- A. Policed daily.
- B. Periodic cleaning performed as scheduled.

VIII. DAY CLEANING (if applicable)

If Day Porters are included under your contract, personnel will at all times be neatly uniformed and perform the following tasks:

- A. At beginning of their shift, police the outside of the building, hose or sweep the entrance of the building, and clean the loading dock.
- B. Clean the lobby throughout the day.
- C. Service the restrooms, pick up litter, wipe the fixtures, and replenish supplies.
- D. Police elevators and lobbies.
- E. Clean spills and other unscheduled cleaning requirements in a timely manner.
- F. And any other appropriate duties as designated by Innovative Management Incorporated.

IX. CUSTOMIZED SCHEDULE OF PERIODIC CLEANING AND INSPECTIONS

- A. Blinds - dusted quarterly.
- B. High dusting (72" to 84") - monthly
- C. Hard surfaced floors - schedule to be determined within 30 days of contract award.
- D. Carpet shampooing - see Addendum for Carpet Shampooing where applicable
- E. Stairways swept and mopped - weekly
- F. Quality Assurance
 - 1. Operations Manager shall complete a written inspection report monthly.
 - 2. Quality Assurance Representatives shall conduct surveys and inspection quarterly.
 - 3. Vice President shall conduct formal inspection semi-annually.

RECURRING RENT TRANSACTION FORM

Date: 7/30/04

NEW FILE

Lease Renewal - Effective 11/1/04!

Project Name:

1109 Spring Street, Suite 407

Tenant Name:

Montgomery County - Parking Maintenance

Address:

1109 Spring Street, Suite 407, S.S.

Vendor Name:

Spring Street Associates

Send Payments to (Address): _____

REM Rental Account

Other Department - Name: _____

Department index code # _____

Subsubject code: _____

Sq. Ft. of space

2486

G# _____

Lease Commencement & Termination Dates:

11/1/2004

thru

10/31/2009

Amount of this rent payment: \$

3521.83

Annual Rent: \$

42,262.00

Monthly Rent: \$

3521.83

Amount of "Catch Up" rent: \$

-0-

Other information necessary for process: _____

EXISTING FILE CHANGES

Project Name: _____

Date: _____

Address: _____

Vendor Name: _____

INFORMATION TO CHANGE (Attach Back-up)

Send to Wayne Rebel so rent can be paid

Signature: _____

Effective
November
1, 2004