LEASE AGREEMENT

BETWEEN

THE GUDELSKY COMPANY

AND

MONTGOMERY COUNTY, GOVERNMENT

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LEAE AGREEMENT

THIS AGREEMENT entered into, this 26th day of December, of 2000, by and between THE GUDELSKY COMPANY by GRADY MANAGEMENT, INC. ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic ("the County"), (the Landlord and the County together the "Parties").

WITNESSETH:

That for and in consideration of the rents hereinafter reserved and the agreements and covenants herein contained the Parties agree as follows:

1. PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the premises described as 21,063 rentable square feet of space on the 10th floor of the building located at 8630 Fenton Street, Silver Spring, Maryland, as outlined in red on "Exhibit A" attached hereto and made a part hereof. Said space is hereinafter referred to as the "Leased Premises".

2. TERM: The term of this Lease shall be for five (5) years to commence on or about _____, 2000 or on such other earlier or later date as the Landlord completes the County's improvements as set forth in the Approved Specifications attached hereto as Exhibit "B" and made a part hereof, obtain all necessary permits, including Use and Occupancy Permit from the appropriate authorities, delivers possession of the Leased Premises to the "County" ready for occupancy and in fully operable condition, and the Leased Premises are accepted by "the County". Landlord and "the County" agree that the Parties will execute a letter setting forth the specific term and rent commencement dates.

3. RENT. The County shall pay or cause to be paid to the Landlord the annual amount of ($384,415.28) THREE HUNDRED EIGHTY FOR THOUSAND FOUR HUNDRED AND FIFTEEN AND 28/100 DOLLARS, payable in equal monthly installments of ($31,967.94) THIRTY ONE THOUSAND EIGHT HUNDRED SIXTY SEVEN AND 94/100 DOLLARS. All payments are to be made in advance on the first day of each month during each lease year, without offset or deduction and shall be payable to Grady Management, Inc. The Montgomery Center, 8630 Fenton Street, Silver Spring, Maryland 20910, or at such address as designated in writing by Landlord. In the event that the term of this lease begins on a day other than the first day of the month, rent from such date shall be prorated at the rate of one thirtieth (1/30th_ of the monthly rent for each day, payable in advance. 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. RENT ADJUSTMENTS: It is agreed between the parties that the annual rent payable by the County shall be adjusted for the second lease year, and each lease year thereafter, by a fixed three and one-half percent (3.5%) increase over the previous year's rent.

5. CONSTRUCTION: The Leased Premises are accepted "as configured" as shown in the attached "Exhibit A". Landlord at Landlord's expense shall repaint entire suite.

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6. USE: The County shall use the Leased Premises as a Health Clinic and general offices of Montgomery County Government and for no other purposes. The County shall have the right to occupy and use the premises 24 hours a day, seven days a week. The County shall not use the Leases Premises for a voucher pick-up program.

7. REAL ESTATE TAX INCREASE:

A. Commencing with the second Lease Year, and every Lease Year thereafter, Landlord shall 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 land and improvements of which the Leased Premises are a part. The County shall pay to Landlord as additional rent, upon receipt of the Landlord's statement and receipts, its proportionate share of any increase in the Real Estate taxes over the Real Estate taxes assessed against the land and improvements of which the Leased Premises are a part during the "Base Year". The "Base Year" is hereby defined as the fiscal tax year commencing July 1, 2000 and terminating on June 30, 2001. The County's proportionate share is hereby determined to be 8.33% in accordance with the following equations:

$$\frac{\text{21,063 rentable square feet}}{\text{252,761 rentable square feet in building}}$$

B The term "Real Estate Taxes" shall be deemed to mean all property taxes and assessments, general and special, levied or imposed by appropriate taxing authorities with respect to land, building or improvements of which the Leased Premises are a part.

C. The County shall not be liable for any increase in Real Estate Taxes due to an expansion of the building or any penalties assessed against Landlord in connection with late payment of Real Estate Tax Bills.

D. The County shall pay to Landlord The County's proportionate share of Real Estate Tax increases in monthly installments of 1/12th each of the Landlord's estimate of the County's annual proportionate share of the Real Estate Tax increases, after presentation by Landlord to the County of documentation required herein. Adjustments will be made in accordance with Paragraph 9 D, hereof as appropriate.

8. PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. The County 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 TWO HUNDRED THOUSAND

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($200,000.00) 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. The County reserves the right to self insure.

B. County agrees that it will not keep in or upon the Leased Premises any article, which may be prohibited by the standard form or fire or hazard insurance policy. In the event County's articles causes any increase in the insurance premiums for the Leased Premises or any part thereof, County has the right to review the Landlord's policy (ies) premium and rate.

C. County agrees to hold harmless and hereby indemnifies Landlord, and Managing Agent, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, or occasioned wholly or in part by any act or omission of County or its employees at or upon the Premises, or the occupancy or use by County of the Leased Premises or any part thereof, or the County's use of the exterior areas designated by Landlord for the comfort and convenience of County. This indemnification is subject to the liability and damage caps stated in the Local Government Tort Claims Act in the Maryland Annotated Code as amended from time to time. This indemnification shall not be considered to be a waiver of governmental immunity and is not intended to create any rights or causes of action in third parties. County shall not, however, be liable for damage or injury occasioned by the acts or omissions of Landlord or its agents, or Landlord's failure to comply with its obligations hereunder.

D. Landlord agrees to hold harmless and hereby indemnifies County, 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 Landlord of the Leased Premises or any part thereof, of the Landlord's use of the exterior areas provided for County for the comfort and convenience of the Landlord, it agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees.

E. All the furnishings, fixtures, equipment, effects and property of every kind, nature and description belonging to the County or to any person claiming by, through or under County which, during the continuance of this Lease or any occupancy of the Leased Premises by County or anyone claiming under County, shall be at the sole risk of County, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of said loss or

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damage is to be charged to or to be borne by Landlord unless due to the negligence of Landlord or Landlord's failure to comply with its obligations hereunder.

F. County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement. County reserves the right to self-insure. County and Landlord hereby waive any right of subrogation against the other to the extent that the liability arises from a cause covered by insurance and only to the extent of the insurance proceeds recovered, and provided that the Parties' insurance policies permit such waiver.

9. ACCESS: The County will allow Landlord or Landlord's agent to have access to the premises upon reasonable notice to the County 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, provided, however, Landlord must not interfere with the County's use of the premises.

10. SERVICES/UTILITIES: Landlord, at Landlord's sole expense, shall provide all utilities, maintenance and repairs, trash removal and pest control within the Leased Premises. Landlord at Landlord's sole expense, shall provide janitorial services, including lavatory supplies, appropriate for a health clinic within the Leased Premises, Monday through Friday, after business hours.

11. HVAC SYSTEM: Landlord agrees to provide heating, ventilation, 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 8:00 AM TO 12:00 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 County. Landlord will provide heating and air conditioning after the above stated hours or on Sunday, provided that the County notifies Landlord in advance of such requirement for additional HVAC services at a rate of 2 defined zones, of HVAC provided. 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. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and Local requirements.

12. ALTERATIONS: The County will not make any alterations (including signage) or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent to interior, non-structural alterations and improvements shall not be unreasonably withheld. All alterations, or improvements made by either of the parties upon the premises shall become the property of the Landlord and shall remain upon and be surrendered with the premises upon the termination of this lease. The County shall have the right to install any furniture of office machinery necessary in the conduct of its business within the Leased Premises, and the same shall remain the property of the County, and may be removed by the County upon the termination of this Lease and the County shall repair any damage to the Premises and the Building caused by such removal.

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13. NOTICE OF DEFECTS: The County shall provide Landlord with prompt notice of accidents on or to the structure, equipment, or fixtures or the Leased Premises, or defects in the roof, plumbing, electric and heating systems.

14. ASSIGNMENT AND SUBLEASING: The County shall not have the right to transfer possession or occupancy of the Leased Premises, not sublet or assign this lease to any person or persons without the written consent of the Landlord. Landlord's consent may be withheld in its sole and absolute discretion. The consent by Landlord to any such assignment or subleasing shall not be construed as a waiver or release of the County from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee or subtenant of the County constitute a waiver of the County from any covenant or obligation contained in this Lease, nor shall any such assignment or subleasing be construed to relieve the County from obtaining the consent in writing of Landlord to further assignment or subleasing.

15. THE COUNTY'S COVENANTS: The County covenants and agrees:

A. To pay Landlord the rent herein stated during the term hereof and until possession of the Leased Premises is redelivered to Landlord upon expiration or earlier termination of this Lease if permitted hereunder.

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

C. Not to suffer or permit any trade or occupation to be carried on or use made of the premises which shall be unlawful 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 Landlord's consent thereto, which consent shall not be unreasonably withheld.

E. 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.

16. DESTRUCTION OF PREMISES: If the premises are partially damaged or destroyed, then during the period that the County is deprived of the use of the damaged portion of said premises, the County shall be required to pay rental prorated to reflect that portion of said premises. The County shall be required to pay rental prorated to reflect that portion of the premises, which is safe to occupy. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Due allowance, however, shall be given for reasonable time required for adjustment and settlement or insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes,

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national emergencies and other conditions beyond the control of the Landlord. The 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 untenantable, then the rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated. If Landlord should decide not to repair or restore the premises or the building because of the substantial extent of the damage or destruction, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving the County a written notice of its intention to terminate within ninety (90) days after the date of the casualty. No compensation, or claim or diminution or rent other than 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.

17. DELIVERY OF PREMISES: The 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 the Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures, furniture and other fixtures belonging to the 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 the County is not herein expressly made liable excepted.

18. DEFAULT:

A. By the County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes dues and payable, within ten (10) days after the date due or if the County or the County's permitted assigns shall fail or neglect to keep and perform each and every one of the terms of this lease, and such failure or neglect continue 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 the County from Landlord specifying the default, that at the option of the Landlord, the Landlord and his assigns may proceed to recover possession under the laws of the State of Maryland.

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 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 assign at the County's option may pursue any and all legal remedies available to the County.

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

19. HOLDOVER: In the event the County continues to occupy the Leased Premises or any part thereof after the conclusion of the term of this Lease, the County'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, in excess of those set forth in this Lease, as determined by Landlord, at Landlord's sole and absolute discretion and may be terminated by either party providing the other not less than sixty (60) day's written notice, to expire the day of the month from which tenancy commenced.

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

21. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the parties hereto that the Landlord and the County, as their interests may appear at their respective expense, will promptly comply with, observe and perform all of the requirements of all the statues, ordinances, rules, order and regulations now in effect or hereinafter promulgated whether required by the Federal government, the State of Maryland, the Montgomery County government, or the Montgomery County Fire Marshal's Office, and whether required of the Landlord or the County.

22. WAIVER: The waiver at any time by the Landlord and or the 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.

23. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability or sexual orientation.

24. NON-APPROPRIATION: The Lease shall terminate automatically on July 1 of any year in which Montgomery County Council fails to make an appropriation of funds to pay the rent herein stated, County shall give Landlord at least thirty (30) days written notice of lack of appropriation. The County shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

25. CONTRACT SOLICITATION: Landlord represents that it has not retained anyone to solicit or secure this lease from Montgomery County, Maryland upon an agreement or

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understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of a 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.

26. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section IIB-52 of the Montgomery County Code 1994 or 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.

27. ENTIRE AGREEMENT: It is further understood and agreed that this instrument contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the parties hereto.

28. CONSTURCTIONAND REMODELING: In the event the County requires any additional construction or remodeling during the term hereof other than that provided in Paragraph 5, the County shall provide Landlord with plans and specifications of said work. Upon receipt of Landlord's written approval of the County's plan and specifications, the County may proceed to perform the work at the County's expense, or at the County's option, the County may request Landlord to perform said work at the County's expense and at negotiated prices. The County shall pay for any work performed by the Landlord on the County's behalf within thirty (30) days from the submission of an invoice by Landlord in advance as additional rent hereunder. Notwithstanding the above, the County may request that the Landlord amortize the cost for additional work plus seven (7%) percent per annum over a period of 60 months of the lease term.

29. SUBORDINATION: Landlord shall have the absolute right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of the Landlord, shall be subordinate to such encumbrance or encumbrances. County agrees to sign appropriate and acceptable papers for subordination within ten (10) business days after Landlord's written request, provided such subordination shall be upon the express condition that he 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 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. County agrees to execute appropriate and acceptable subordination documents required by Purchaser, subject only to the reservations recited in this paragraph.

The Lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust which may now or hereafter affect such leases or the real property of which the Leased Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination shall be self-operative and no further instrument of subordination shall be required. County will make reasonable efforts to deliver to Landlord an estoppel certificate is required by Landlords Lender or transferee. The estoppel certificate will certify that: the County further agrees that, at the option of the holder of any mortgage or the trustee under any deed of trust, this Lease may be made superior to said mortgage or first deed of trust by the insertion therein of a declaration that this Lease is superior.

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30. 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 or assigns.

31. MEDICAL-RELATED WASTE MATERIAL: It is expressly understood and agreed that the County and the County's sole cost and expense, will be responsible for medical related waste removal including, but not limited to, blood waste. All waste removal shall be in accordance with applicable Laws and Regulations. The County agrees to defend, indemnify and hold harmless from any claims related to improper removal of medical waste.

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

LANDLORD:
The Gudelsky Company
c/o Grady Management, Inc.
8630 Fenton Street
Silver Spring, Maryland

THE COUNTY:
Montgomery County Government
Department of Facilities and Services
Office of Real Estate Management
110 North Washington Street, Room 318
Rockville, Maryland 20850

WITH A COPY TO:
Montgomery County Attorney
101 Monroe Street, 2nd Floor
Rockville, Maryland 20850

SIGNATURE PAGE TO FOLLOW:

2005-12-30 14:02 From- T-182 P.011/022 F-802

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

WITNESS:

By: Angela C. Haney

Date: 12/26/00

LANDLORD
GRADY MANANGEMENT, INC.

By: _____

Title: Vice President, Commercial

Date: 12/26/00

WITNESS:

By: Rebecca S. Domanik

Date: 1/12/01

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: William M. Mooney
WILLIAM MOONEY, ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: 01/12/00

APPROVED AS TO FORM AND LEGALITY

By: Eileen O. Basaner

Date: 11/21/2000

RECOMMENDED:

By: _____
J. Ronald Smith, Chief
Division of Facilities and Services

Date: 1/08/2001

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EXHIBIT A

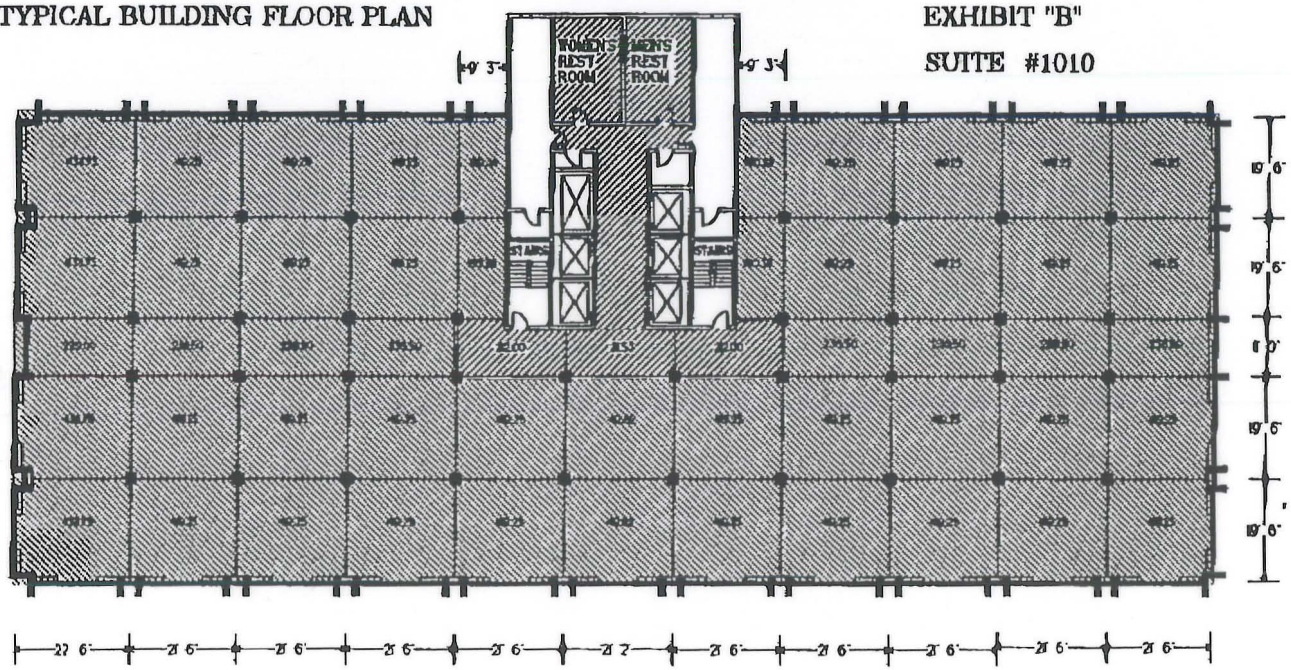
THE MONTGOMERY CENTER

8630 FENTON STREET
SILVER SPRING, MARYLAND 20910

TYPICAL BUILDING FLOOR PLAN

EXHIBIT "B"

SUITE #1010



PLEASE INITIAL

PLEASE INITIAL

EXHIBIT E

RULES AND REGULATIONS

1. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Landlord.

2. Tenants, their clerks or employees, agents, visitors or licensees shall at no time bring or keep upon their premises any flammable, combustible or explosive fluid, chemical or substance without written consent of Landlord.

3. No animals or birds shall be kept in the Building, and the use of premises as sleeping quarters is absolutely prohibited.

4. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of its premises or the Building without the written consent of Landlord. In the event of tenant's violation of this Rule, Landlord may, without liability, remove same, and may charge the expense incurred in such removal to the tenant violating this Rule. Corridor signs on doors shall be inscribed, painted or affixed for each tenant by Landlord at the expense of such tenant, and shall be of a size, color and style acceptable to Landlord. Interior door identification shall be affixed by the tenant to the wall next to the door. A building directory will be placed in the first floor lobby by Landlord. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a high-quality office building and upon written notice from Landlord, tenant shall refrain from or discontinue such advertising.

6. If a tenant desires telegraphic or telephonic connections or the installation of any other electric wiring which will be installed at tenant's expense, the Landlord will, upon receiving a written request from tenant, direct the electricians as to where and how the wires are to be introduced and run, and without such direction, no boring, cutting or installation or wires will be permitted. No tenant shall install any radio or television antenna connected to the Building, either inside or outside its premises.

7. No furniture or other material shall be moved into or out of the Building without first notifying the superintendent and the moving thereof shall be under his direction and control. In order to minimize inconvenience to other tenants, safes, furniture, boxes or other bulky articles shall be delivered into a tenant's premises only with the written consent of Landlord, and then only by means of the elevators or the stairways at such times and in such manner as Landlord may in writing direct. Safes and other heavy articles shall be placed by tenants in such places only as are first approved in writing by Landlord and any damage done to the Building, tenants, or to other persons by taking safes or other heavy articles in or out of the premises or the Building, from overloading a floor, or in any other manner, shall be paid by tenant causing such damage. Landlord reserves the right to inspect all freight being brought into the Building, and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

8. No tenant shall install or furnish any equipment which causes noise or vibration which may be transmitted to the structure of the Building or to any space therein, and vibration eliminators or other devices sufficient to eliminate such noise and vibrations or furniture having a weight in excess of eighty (80) pounds per square foot of floor area, shall be installed and maintained by tenants at their expense.

9. Vibration eliminators or other devices sufficient to eliminate noise and vibration caused by the installation by tenant of business machines and mechanical equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein, shall be installed and maintained by tenants at their expense.

10. No hand trucks shall be used in any space, or in the public halls of the Building except those equipped with pneumatic rubber tires and side guards.

11. Automatic elevator service shall be furnished regularly by Landlord on business days, daily from 8:00 a.m. to 6:00 p.m. and on Saturday from 8:00 a.m. to 3:00 p.m., and an elevator shall be subject to call at all other reasonable times. Heat and air conditioning will be furnished by Landlord when and as required, daily from 8:00 a.m. to 7:00 p.m. and on Saturday from 8:00 a.m. to 3:00 p.m. Landlord shall not be liable in damages by abatement of rent, or otherwise, for failure to furnish or delay in furnishing elevator service, heat, electric current, janitor service or water, when such failure to furnish or delay in furnishing is occasioned by needful repairs, renewals, or improvements, or in whole or in part by strike, lock-out, or other labor controversy, or by inability to secure fuel, or by any accident or casualty whatsoever, or by the act or default of any tenant or other parties, or by any cause or causes beyond the reasonable control of Landlord.

PLEASE INITIAL PLEASE INITIAL

EXHIBIT B

Nor shall Landlord be liable for any default or unauthorized act of the janitors or other employees. Such failure, delay, or default in furnishing elevator service, heat, janitor service or water, or any unauthorized act or default of the janitors or employees shall not be considered or construed eviction of any tenant, nor shall it in any way operate to release any tenant from the prompt and punctual performance of each and all of the other covenants herein contained.

12. Landlord shall furnish janitor service in the premises. No person shall be employed by any tenant to do janitor work in its premises, and no persons, other than the janitors of the Building, shall clean the premises unless Landlord shall consent thereto. Any person employed by a tenant with Landlord's consent as aforesaid to do janitor work shall, while in the Building and outside of the premises, be subject to, and under the control and direction of the superintendent of the Building (but not as agent or servant of said superintendent or of Landlord).

13. Landlord reserves the right to exclude from the Building, between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, between the hours of 3:30 p.m. and 8:00 a.m. on Saturdays, and at all hours on Sundays and legal holidays, all persons who do not present a pass to the Building signed by Landlord. Each tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Landlord for all acts of such persons.

14. Landlord and its Agent reserves the following rights:

(a) To decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy during the last ninety (90) days of the term of any lease, if during or prior to that time tenant vacates the premises;

(b) To have pass keys to the premises;

(c) To show the premises to prospective tenants or brokers during the last sixty (60) days of the term of any lease, provided prior notice is given to tenant in each case and tenant's use and occupancy of the premises shall not be materially inconvenienced by any such action of Landlord;

(d) To change the name by which the Building is commonly known and/or its mailing address, at any time;

(e) To enter upon the premises and exercise any or all of the foregoing rights hereby served without being deemed guilty of an eviction or disturbance of a tenant's use or possession and without being liable in any manner to any tenant; and

(f) To make such other and further reasonable rules and regulations, as in Landlord's judgment, may from time to time be needful for the safety, care and cleanliness of the premises or the Building, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon all tenants with the same force and effect as if they had been inserted herein at the time of the execution hereof.

15. The normal working hours are from 8:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 3:30 p.m. on Saturdays. In order to maintain security in the Building after normal working hours, Sundays and holidays, Landlord requires the following:

ACCESS LIST

(a) On business letterhead paper, a listing of all personnel authorized to enter suite.

(b) Complete new updates of this list when names shall be added or deleted.

(c) Provide the home phone numbers of at least two people on that list for emergency communication.

(d) When a tenant schedules personnel to work after normal business hours on a regular basis, written notification is expected by the engineer.

(e) Two copies of the access list are to be turned in to the engineer's office. One is retained in the engineer's emergency master file and one is placed in the guard's access book.

KEYS

(a) The issuance of keys by the Building engineer will be authorized by the access list.

(b) The tenant must have their own key to provide entry into their suite. Under no circumstances will a tenant have access to their suite by the use of the guard's entry key.

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SECURITY SIGN IN/OUT SHEET

(a) The security sheet is available at the guard's desk. The tenant is required to sign in and out.

(b) The name on the access sheet should correspond with the sign-in name.

EXIT AND ENTRY

(a) After 6:00 p.m., the mezzanine doors are locked. Exit and entry shall be through the lobby doors only.

TENANT LIABILITY

(a) Each tenant shall be responsible for all persons for whom it requests access and shall be liable for all acts of such persons.

(b) To protect the integrity and liability of the tenants and the Landlord, all persons who do not comply with the rules and regulations will be denied access to the Building after normal business hours.

AGREED AND ACCEPTED THIS _____ day of _____, 19__.

WITNESS/ATTEST:

_____ By: _____

TENANT

MONTGOMERY CENTER

SCHEDULE OF CLEANING/JANITORIAL SERVICES

Lessor will maintain the leased premises, including outside areas, in a clean condition. Lessor shall provide supplies and equipment. Following frequency schedule describes level of services intended:

NIGHTLY

Rest Rooms
(5 times per week)

Sweep and wet-mop or scrub floors.

Wash and sanitize water closets and urinals.
Maintain traps free from odor. Clean wash basins. Use toilet bowl cleaner in all toilet bowls.

Damp-wipe and polish mirrors, shelving, dispensers and chromium fixtures.

Spot-clean all other surfaces and dust horizontal surfaces.

Empty paper towel waste receptacles and service towel, soap and toilet paper dispensers. During working hours, empty waste receptacles, service dispensers, clean wash basins and police rooms to remove paper, trash, or spillages on a schedule based upon traffic demands. Empty, clean and disinfect sanitary napkin receptacles and provide with a new paper bag liner.

Damp-clean with a germicidal detergent and wipe down the exterior of all toilet tissue, paper towel, soap and sanitary napkin dispensers.

Clean tile floors, walls at lobby rear entrances, lower and upper parking garage, and elevator lobbies.

* *

Office Areas
Nightly
(5 times per week)

All suite doors shall be locked during cleaning operation.

Empty waste baskets and remove trash nightly.

Sweep full floor area once weekly with a treated mop to remove dirt, dust and litter. Spot-sweep floor to remove obvious surface dust from traffic areas and under furniture. Sweep exposed floor areas in partially.

Vacuum full carpet area nightly to remove dirt, dust, litter and other foreign objects.

Clean wash basins and damp-wipe and dry mirrors.

Dust horizontal surfaces of desks, files and chairs with a treated cloth; except clean glass desk tops with an untreated cloth.

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EXHIBIT C

Outside Entrances	Hose down landings, steps and sidewalks adjacent to entrances (except in freezing weather) and remove water. Damp-wipe and polish unpainted metal doors and handrails.
Stairways	Wet-mop or scrub steps, risers and landings. Clean glass surfaces. Polish bright metal and woodwork. Spot-clean walls to a height of approx. 70 inches.

BI-WEEKLY

Toilets	Damp-wipe full surface area of wall, stall partitions, doors, window frames and sills.
Floors	Between the normal stripping and reapplication of floor finish, spray-buff resilient flooring in office areas, file rooms, libraries, conference rooms and similar space.

MONTHLY

Toilets	Damp-wipe wastepaper receptacles inside and out. Damp-wipe full surface area of stall partitions, doors, window frames and sills. Must use non-slip floor wax.
Rooms	Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces (knee wells), chair rungs, table legs, etc. Damp-wipe glass in door, partitions, pictures and bookcases.
Lobbies & Corridors	Mop, wax and buff main corridors and other heavy traffic areas having resilient flooring.
Elevators	Damp-clean ceilings and light fixtures.

THREE TIMES A YEAR

Rooms	Dust or vacuum surfaces 70 inches or more above the floor. This includes venetian blinds and light fixtures. Vacuum drapes in place.

AS REQUIRED

Wash and spray-buff old tile flooring as required.

Clean all woodwork, baseboards, molding ledges and trim.

Entrances	Clean and shampoo entrance and elevator carpets as needed. During inclement weather, damp-mop entrance lobby floors to keep clean and dry.

Clean and maintain Montgomery Center to the level required of a first-class office building.

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Elevators	Clean passenger elevator interior surfaces, including hoist way doors and threshold on the corridor side of the elevator and polish bright metal surfaces. Vacuum carpets. Clean, wax and polish resilient floors. Sweep floors of freight elevators. Clean elevator tracks and polish bright metal surfaces.
Lobbies	Sweep floors or, if carpeted, vacuum. Wet-mop or scrub hard floors and damp-mop and buff resilient floors on floors having exterior building entrances. Empty, wash and dry ash receptacles. Clean drinking fountains. Polish all metal trim, including entrance doors.
Outside	Sweep landings, steps and sidewalks in the morning before occupants have entered building. Remove debris from planters, empty trash receptacles.
Stairs	Sweep or vacuum stair landings and steps. Dust hand railings, ledges, grilles, fire apparatus, doors and radiators. Spot-clean walls and doors as required.
Docks	Sweep and police loading freight elevator areas and platforms.
Trash Removal	Collect and remove refuse, trash and garbage, including that from snack bars and vending machines. Wash cans used for collection of food remnants inside and out or steam-clean.

DAILY

On completion of work, all slop sinks, locker area, etc., shall be thoroughly cleaned, cleaning equipment shall be stored in designated areas and all lights extinguished.

Entrance	Police sidewalks, parking areas, garages, driveways and shrubbery.
Storage	Sweep full floor area of any storage with a treated sweep mop.

WEEKLY

Rooms	Dust horizontal surfaces of chairs, tables, book-cases, window sills and other furniture with a treated dust cloth. Spot-clean wall surfaces within approximately 70 inches of the floor.
Elevators	Clean freight elevator interior surfaces, including hoist way doors and thresholds on the corridor side of the elevator and polish bright metal surfaces. Shampoo carpets if needed.
Lobbies & Corridors	Damp-mop and buff resilient floors and scrub and wet-mop hard floors on floors not having exterior building entrances.

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XII. DENTAL OPERATORIES (3)

A. Furnish and install vacuum line, air line, water line, and drain in operatory slab for dental chair.

B. Furnish and install (1) duplex electrical outlet in operatory slab for dental chair.

C. Furnish and install necessary wood blocking and supports for the dental lights and x-ray equipment.

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IV. BATHROOM ACCESSORIES

A. Furnish and install (8) handicap grab bars
B. Furnish and install (4) Bobrick paper towel dispensers
C. Furnish and install (4) Bobrick mirrors
D. Furnish and install (4) Bobrick soap dispensers
E. Furnish and install (4) toilet paper dispensers

V. CARPENTRY / MILLWORK

A. Furnish and Install (1) shelf and rod in coat closets
B. Furnish and install all necessary wood blocking.
C. Furnish and install Merillat cabinetry as shown on drawing SP-2 in exam rooms 103, 113, 114, 146, 147, 158, 159, 161, 165, 167, 168, 169, 170, 171, 172, and rooms 120, 121, 135, 136, 160, 166 and the labs.
D. Furnish and install all countertops as shown on drawing SP-2 in exam rooms 103, 113, 114, 146, 147, 158, 159, 161, 165, 167, 168, 169, 170, 171, 172, and rooms 120, 121, 135, 136, 160, 166 and the labs.

E. Furnish and install all adjustable Melamine shelving as shown on drawing SP-2

VI. PAINT

A. Furnish and install (2) coats of flat paint on (38,950) square feet of drywall partitions.
B. Furnish and install (2) coats of semi-gloss paint on (88) new doors and frames.
C. Furnish and install stain to match building standard on (3) new suite entry doors
D. Furnish and install (2) coats of semi-gloss paint on (18,866) square feet of existing ceiling grid
E. Furnish and install (2) coats of semi-gloss paint on all light fixtures, supply diffusers and return grills.
F. Furnish and install (2) coats of semi-gloss paint on all window convector units and window sills.

VII. CARPET / VCT / VINYL BASE

A. Furnish and install (1835) square yards of Lees Best Regards Carpet.
B. Furnish and install (3,330) square feet of Armstrong Excelon Vinyl tile.
C. Furnish and install (4,200) lineal feet of Johnsonite 4" vinyl base
D. Provide necessary flash patching of existing floors

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VIII HVAC

A. Furnish and install (7) exhaust fans
B. Furnish and install (30) new supply diffusers
C. Furnish and install (30) new return air grills
D. Relocate (70) existing supply diffusers
E. Provide air balance and report

IX PLUMBING

A. Provide rough-in for waste and vent per plans using DWV Copper. or no-hub cast iron
B. Provide water piping using type L Copper
C. Furnish and install (3) handicapped powder baths
D. Furnish and install (1) staff powder bath.
E. Furnish and install (3) intake sinks
F. Furnish and install (2) operatory sinks
G. Furnish and install (10) exam sinks
H. Furnish and install (2) screen sinks
I. Furnish and install (1) sterile sink
J. Furnish and install (1) lab sink with garbage disposal
K. Furnish and install (1) lab sink with plaster trap
L. Provide all necessary core drilling and permits

X. ELECTRICAL

A. Relocate (257) existing 2'X4' light fixtures
B. Relocate (9) existing emergency light fixtures
C. Furnish and install (6) new emergency light fixtures
D. Relocate (8) existing downlights
E. Relocate (12) existing exit lights
F. Furnish and install (4) new exit lights
G. Furnish and install (65) new single pole switches
H. Furnish and install (14) three-way switches
I. Furnish and install (75) general duty duplex receptacles
J. Furnish and install (10) GFI receptacles
K. Furnish and install (200) hospital grade duplex receptacles
L. Provide power wiring for (7) exhaust fans
M. Provide ring and string for (40) telco outlets
N. Relamp existing light fixtures
O. Provide all new switches and plugs
P. Provide all necessary demolition and permits

XI. GENERAL REQUIREMENTS

A. Provide necessary labor, supervision and trash removal to perform the previously described scope of work.

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