BETWEEN
WASHINGTON REAL ESTATE INVESTMENT TRUST
AND
MONTGOMERY COUNTY, MARYLAND

DATED 6/6/01

TABLE OF CONTENTS

Paragraph


1. Premises
2. Term
3. Base Rent
4. Rent Adjustment
5. Real Estate Taxes
6. Construction
7. Use
8. Property Damage and Liability Insurance
9. Access
10. Services
11. Default By Landlord Under Paragraphs 12 and 13
12. System
13. Alterations, Additions and Improvements
14. Notice of Defects
15. Assignment and Subleasing
16. County's Covenants
17. Destruction of Premises
18. Delivery of Premises
19. Default
20. Holdover
21. Quiet Possession
22. Statutory Provisions
23. Waiver
24. Non-Discrimination
25. Non-Appropriation
26. Contract Solicitation
27. Public Employment
28. Condemnation
29. General Provisions
30. Subordination
31. Benefit and Burden
32. Parking
33. Mail Notices

EXHIBIT A - Leased Premises

LEASE AGREEMENT

THIS LEASE, entered into this 6th day of June, 2001, by and between, WASHINGTON REAL ESTATE INVESTMENT TRUST, (hereinafter referred to as "Landlord") and MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and ~~a~~ political subdivision of the State of Maryland (hereinafter referred to as the "County"), (the Landlord and the County together the "Parties").

WITNESSETH:

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

1. PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from Landlord the premises described as 1,952 square feet of space at 51 Monroe Street, Suite 802, Rockville, Maryland, 20850 as outlined in red on "Exhibit A" attached hereto and made a part hereof. Said space is hereinafter referred to as the "Leased Premises." The land, building and improvements are defined in this lease as the "Property."

2. TERM: The term of this Lease shall be five (5) years, to commence on or about May 1, 2001, and terminate at midnight April 30, 2006 (the "Lease Term").

3. BASE RENT: The County covenants and agrees to pay annual Base Rent during the term of this Lease, payable by the County in equal monthly installments, in advance, on or before the first day of each month, to and at the offices of WASHINGTON REAL ESTATE INVESTMENT TRUST, c/o Suntrust Bank, PO Box 79555, Baltimore, Maryland 21279-0555, or at such other place designated by Landlord, without prior demand therefore, and without any deduction or set-off whatsoever, (except for abatements as provided under paragraph 17 of this Lease Agreement) in the annual amount of FIFTY SIX THOUSAND, THREE HUNDRED, SIXTY FOUR and 00/100 ($56,364.00) DOLLARS, payable in equal monthly installments of FOUR

THOUSAND SIX HUNDRED NINETY-SEVEN and 00/100 ($4,697.00) DOLLARS.

The Rent Commencement Date shall coincide with the Lease Commencement Date as set forth in Paragraph 2 hereinabove. The first rental payment shall be due and payable on the Lease Commencement Date. If the Lease Commencement Date occurs on other than the first day of a calendar month, the Base Rent shall be pro-rated at the rate of one-thirtieth (1/30th) of the applicable monthly installment per day for each day of such partial month.

4. RENT ADJUSTMENT: It is agreed between the Parties that the Base Rent payable by the County as set forth in Paragraph 3 above shall be adjusted at the beginning of the second (2nd) lease year, and each year thereafter, based on an increase of four and one-half percent (4 1/2 %) of the previous year's Base Rent.

5. REAL ESTATE TAXES:

A. Commencing with the first Calendar Year following the Base Year and every Calendar Year thereafter, the 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 Property of which the Leased Premises are a part. The County shall pay to the Landlord as additional rent, upon receipt of the Landlord's statement and receipts, but in no event more than 30 days after receipt of Landlord's statement and receipts, any increase in the said Real Estate Taxes over the Real Estate Taxes assessed against the Property of which the Leased Premises are a part during the "Base Year." The Base Year is hereby defined to be the period from July 1, 2000 through June 30, 2001. The Base Year figure will not include any amount which represents an increase in the assessed value of the premises as a result of the County improvements as herein described. The Landlord's statement shall contain copies of Real Estate Tax billings for the Base Year as well as the tax year for which the payment is required.

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

C. The County shall pay to Landlord said increased taxes as additional rent for the County's proportionate share of the building, which share is hereby determined to be .956% within thirty (30) days after receipt of Landlord's statement. The County proportionate share is computed as follows:

$$\frac{\text{1,952 square feet leased}}{\text{204,000 square feet in building}} = .956\%$$

6. CONSTRUCTION: The Leased Premises are accepted in "AS IS" condition as shown in the attached Exhibit A. Landlord must paint and re-carpet the Leased Premises utilizing Landlord standard-building materials, in a color selected by the County. Work for carpet and paint shall not commence until after January 1, 2002 and must be completed within thirty (30) days of this date. Landlord must install one (1) small capacity hot water heater in the kitchen area no later than thirty (30) days after the lease is executed.

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

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

($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. The County agrees that it will not keep in or upon the Leased Premises any article, which may be prohibited by the standard form of fire or hazard insurance policy. In the event The County's articles causes any increase in the insurance premiums for the Leased Premises or any part thereof, the County shall pay the additional premiums as they become due. The County has the right to review the Landlord's policy(ies) premium and rates.

C. The 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 the County or its employees at or upon the Leased Premises, or the occupancy or use by the 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 the County. This indemnification is subject to the notice and damages limitations 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. The 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 the 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, or the Landlord's use of the exterior areas provided for the County for the comfort and convenience of the Landlord, or occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees.

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 the County which, during the continuance of this Lease or any occupancy of the Leased Premises by the County or anyone claiming under the County, shall be at the sole risk of the 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 damage is to be charged to or to be borne by Landlord unless due to the intentional acts or negligence of Landlord or Landlord's failure to comply with its obligations hereunder.

F. The County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement. The County reserves the right to self-insure. The 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 a waiver.

9. ACCESS: The County will allow Landlord or Landlord's agents to have access to the Leased Premises upon reasonable notice, except in the event of emergency to the County and at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable; or for the Landlord to show the Leased Premises to prospective Tenants during the 12 (twelve) months preceding expiration of the Lease Term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to the County; provided, however, Landlord shall not interfere with the County's use of the

Leased Premises. Landlord shall provide controlled access to the front and rear entrances to the building, and at least one elevator after normal full service building hours.

10. SERVICES: Landlord, at Landlord's expense, shall provide all utilities, maintenance and repairs, trash removal and pest control within the Leased Premises. Landlord, at Landlord's expense, shall provide janitorial services within the Leased Premises, after 5:00 P.M., Monday through Friday.

A. Janitorial Services: In the event Landlord fails to provide satisfactory janitorial services in the Leased Premises, after written notice of three (3) business days is given specifying in detail Landlord's failure, the County shall have the right but not the obligation to assume responsibility for said services and be reimbursed by Landlord the reasonable cost thereof.

11. DEFAULT BY LANDLORD UNDER PARAGRAPHS 12 AND 13: If Landlord, under Paragraphs 12 and 13, at any time during the Lease Term, shall default in any material respect in the performance or observance of any obligation on Landlord's part to be performed or observed pursuant to Articles 12 and 13 of the Lease, and shall not cure such default within 72 (seventy-two) hours after receipt of written notice thereof from the County (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), then, provided that the County is not then in default under the Lease, beyond applicable notice and grace periods, the County may, at its option, but is under no obligation to so act, cure such default, and Landlord agrees to reimburse the County the amounts reasonably incurred by the County in so doing within a reasonable period of time agreed to by both the County and Landlord; provided that the County shall not undertake maintenance, repairs and/or replacements to any structural element of the Building or the roof thereof or to any Building service equipment or system which serves or may affect any space in the Building other than the Leased Premises. The Parties acknowledge that a default of performance or observation of any obligation under Paragraph 11 and 12 of the Lease will affect the County's ability to use and occupy the Leased Premises and, if not cured as provided above, can, at the option of the County and after

notice is given, be considered a default of the Lease and the County shall have those rights prescribed under Paragraph 19 below.

12. SYSTEM: Landlord agrees to provide heating, ventilation, and air conditioning during those seasons of the year when such services are necessary from 8:00 AM until 6:00 PM, Monday through Friday and 9:00 AM to 1:00 PM on Saturday, exclusive of legal holidays, in amounts and quantities sufficient to maintain the Leased Premises in a balanced, comfortable manner. Legal holidays are hereby defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Landlord will provide heating, ventilation and air conditioning in addition to the herein stated hours, provided that the County notifies Landlord 24 hours in advance, before noon on the day preceding the requested service (noon Friday for Saturday and Sunday) of such requirement for additional heating or air conditioning. The County shall pay an hourly charge for such additional HVAC services to reflect cost of utilities and other costs of operating the HVAC equipment, the rate to be mutually agreed between the Landlord and the County. The air conditioning shall be so balanced as to provide a temperature range between 74 and 78 degrees Fahrenheit. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees Fahrenheit. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

A. The County will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably, delayed, conditioned, or withheld. The County shall provide Landlord with plans and specifications of said work. The County agrees to reimburse Landlord for all costs incurred by Landlord in reviewing the County's proposed changes or additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve the County's contractor, and such approval shall not be unreasonably delayed, conditioned, or withheld. Upon receipt of Landlord's written approval of the County's plans 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 that Landlord perform said work at the County's expense and at negotiated prices. The County shall pay for any work performed by

Landlord on the County's behalf after inspection by the County and within thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by the County, as additional rent hereunder.

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

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

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

15. ASSIGNMENT AND SUBLEASING: The County 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 prior written consent of the Landlord. Landlord's consent shall not be unreasonably conditioned, delayed, or withheld. The County agrees not to market or advertise the Leased Premises for sublet or this Lease for assignment without the prior written consent of Landlord as to all advertising, marketing and promotional materials. In the event that any assignee or subtenant pays to the County any amounts in excess of the Annual Base Rent and additional rent then payable hereunder, or pro rata portion thereof on a square footage basis for any portion of the Leased Premises, the County shall promptly pay 50% of such excess to Landlord as and when received by the County. If the County requests Landlord's consent to assign this Lease or sublet more than 50% of the Leased Premises, Landlord shall have the option, exercisable by written notice to the County given within 10 days after receipt of such request, to terminate this Lease as of a date specified in such notice which shall be not less than 30 or more than 60 days after the date of such notice. Any such assignment or subleasing shall not relieve the County from obtaining the consent in writing of Landlord to any further assignment or subleasing.

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

A. To pay the rent as provided in the lease to Landlord during this Lease Term or any extension of the Lease Term.

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

C. Not to suffer or permit any trade or occupation to be carried on or use made of the Leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on said Building.

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

E. Not to place upon the interior or exterior of the Building or any window or other part thereof or door of the Leased Premises any placard, sign, covering or drapes, except such and in such place as shall have been first approved by Landlord, which approval shall not be unreasonably

conditioned, delayed, or withheld. To remove, at the County's expense, any tenant improvements not consented to in writing by the Landlord.

F. To conform to all rules and regulations from time to time established by appropriate insurance rating organizations, and to all reasonable rules and regulations from time to time established by Landlord and provided to the County in writing.

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

17. 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 Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the extent of Landlord's insurance proceeds provided such repair and or restoration returns the Leased Premises to substantially the condition prior to such damage or destruction. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or destruction, this Lease shall continue in full force and effect, except for abatement of rent as provided in this Lease. If the condition is such as to make the entire Leased Premises "Untenantable", then the rent which the County is obligated to pay shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the Leased Premises are partially damaged or destroyed, then during the period that the County is deprived of the use of the damaged portion of said Leased Premises, the County shall be required to pay rental prorated to reflect that portion of the Leased Premises which continues to be "Tenantable" and appropriate for the County's use. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Notwithstanding any of the foregoing, in the event

of substantial damage or destruction, and Landlord should decide not to repair or restore the Leased Premises or the building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving the County a written notice of its intention to terminate within sixty (60) days after the date of the casualty.

18. DELIVERY OF THE PREMISES: The County covenants at the expiration or other termination of this Lease, to remove the County's property from the Leased Premises and to yield to Landlord the Leased Premises and all keys, locks and other fixtures (except trade fixtures and other fixtures belonging to the County), in good repair, order and condition in all respects, reasonable wear and use and damage by fire or other casualty excepted.

19. DEFAULT:

A. By the County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (l0) days after written notice to the County for same, or if the County or the County's assigns shall fail or neglect to keep and perform each and every one of the terms of this Lease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice to the County from the Landlord specifying the default, then at the option of the Landlord, the Landlord and his assigns may proceed to recover possession under the laws of the State of Maryland.

B. By the 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 in this Lease, and such failure or neglect is not remedied within ten (10) days (or such period as either otherwise provided in this Lease on as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County or the County's assigns specifying the default, then the County or the County's assigns, at County's option, may pursue any and all legal and equitable remedies available.

20. HOLDOVER: If the County shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) County shall be deemed to be occupying the Leased Premises as a County from month to month, not to exceed a period

of 6 months during which time either party may terminate this Lease on thirty (30) days written notice, and will be otherwise subject to all of the terms and conditions of this Lease; or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity.

21. QUIET POSSESSION: The County shall at all times during the Lease Term or other authorized occupancy of the Leased Premises, have the peaceable and quiet enjoyment and possession of the Leased Premises as provided in this lease unless the County is in default under one or more of the material provisions of this Lease and has failed or refused to cure the default after notice from the Landlord and an opportunity to cure after notice.

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

23. WAIVER: The waiver at any time by the Landlord 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.

24. NON-DISCRIMINATION: The 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, martial status, national origin, ancestry, disability or sexual orientation.

25. NON-APPROPRIATION: This Lease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on July 1 of the calendar year which the County does not appropriate funds. The County shall give Landlord at least thirty (30) days written notice of the 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.

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

27. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and 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.

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

29. GENERAL PROVISIONS:

A. Entire Agreement: This Lease contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing duly executed by the Parties.

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

C. Governing Law: This Lease shall be governed by the laws of the State of Maryland. If any term of this Lease is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect.

30. SUBORDINATION: Landlord shall have the right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of Landlord, shall be subordinate to such encumbrance or encumbrances. The County agrees to sign acceptable and appropriate papers for subordination within ten (10) business days after Landlord's written request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the holder of the encumbrance and the rights of the County will remain in full force and effect during the Lease Term or any extension. In the event of a sale or transfer of the title to the Property, 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 terms and conditions acceptable to the County.

This Lease is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Landlord or the Landlord's successor in interest of transfer may request that the County execute an estoppel certificate. The estoppel certificate will certify that on the date of its execution, the following statements are true:

A. The lease and defined amendments to it are in effect;

B. The County is current on rent payments or has not paid any installments of rent more than 30 days in advance;

C. The County has no knowledge of any breaches of the Lease by the Landlord or any defaults by the Landlord that have not been cured; and

D. The County has no knowledge of any notices of violation or citations issued to the Landlord for violations of the law based on the Landlord's ownership or use of the Leased Premises

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

32. PARKING: Landlord shall provide four (4) unreserved, guaranteed parking spaces in the underground garage of the building for the use of the County and the County's patrons in common with other Building tenants. The total cost for the four (4) parking spaces to the County shall be THREE THOUSAND THREE HUNDRED SIXTY AND 00/100 ($3,360.00) Dollars a year, payable in equal monthly installments of TWO HUNDRED EIGHTY 00/100 ($280.00) Dollars. Landlord shall be responsible for the care and maintenance of the parking facility. Landlord shall provide, at Landlord's expense, proper lighting, periodic cleaning and repair of the parking facility as necessary. All payments for parking spaces are to be made in the same manner as provided for in Paragraph 3 hereinabove.

33. 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 Landlord or County, respectively. Notices to the respective parties shall be addressed as follows:

Attn: Asset Manager

**Landlord and Managing Agents:**
Washington Real Estate Investment Trust
6110 Executive Boulevard Suite 800
Rockville, Maryland 20852
Tel. (301) 255-08~~23~~ 66
Fax. (301) 984-9610

**County:**
Montgomery County Government
Dept. of Facilities and Services
Office of Leasing Management
101 Orchard Ridge Dr. 2nd Floor
Gaithersburg, Maryland 20878
Tel. (240) 777-6080/ Fax. (240)-777-6047

IN WITNESS WHEREOF, the Parties have executed this LEASE on the date first above written.

WITNESS:

By: _____

LANDLORD:
WASHINGTON REAL ESTATE INVESTMENT TRUST

By: George McKenzie

George F. McKenzie
Vice President

Title: _____

Date: 6/4/01

WITNESS:

By: Rebecca S Domanuk

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: William M. Mooney

**WILLIAM MOONEY ASSISTANT CHIEF ADMINISTRATIVE OFFICER**

Date: 6/8/01

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

_____

By: Eileen J. Basanes

Date: 5/9/2001

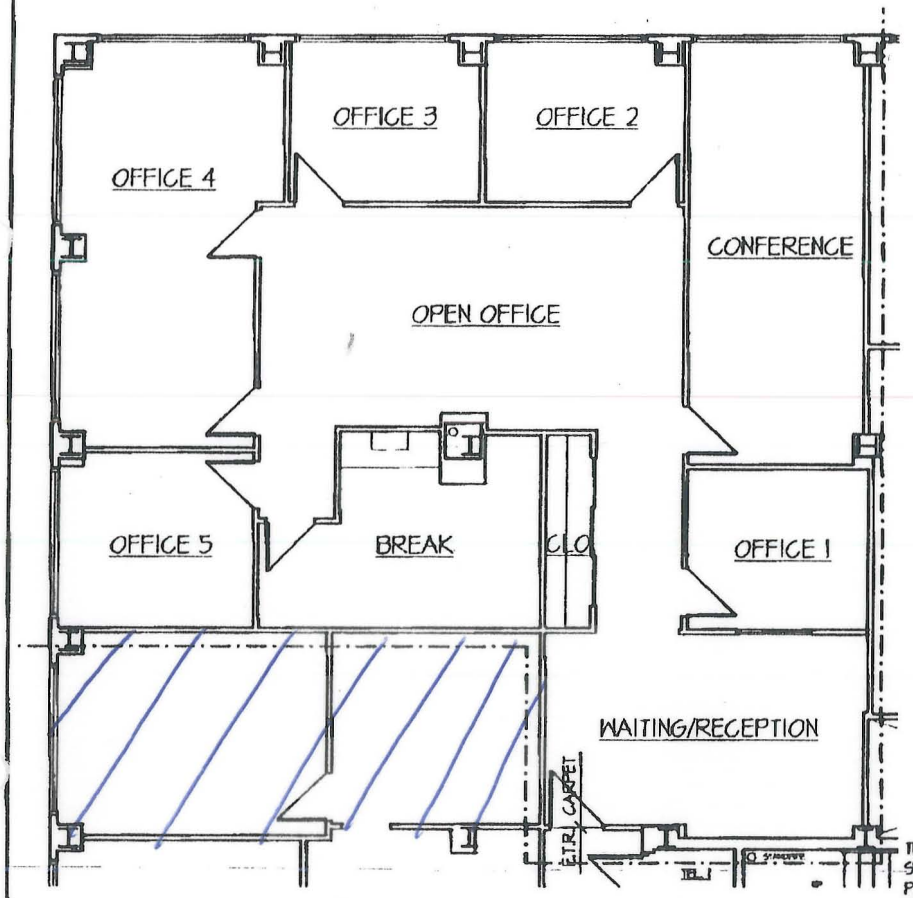
RECOMMENDED

By: _____, for

**J. RONALD SMITH, CHIEF FACILITIES AND SERVICES SECTION**

Date: 5/17/01

h:user51/gd/ Monroe Street, 8th Floor




1 FLOOR PLAN

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

EXISTING CONSTRUCTION TO REMAIN

NEW CONSTRUCTION

EXISTING DOOR TO REMAIN

NEW DOOR

## EXHIBIT A - FLOOR PLAN

TENANT NAME: MONTGOMERY COUNTY

SUITE NO.: 802 PROPERTY: 51 MONROE

PLAN DATE: 04/17/2001 RENTABLE SF: 1952 SQ. FT.

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

INITIAL BY TENANT: _____ INITIAL BY LANDLORD: _____

WRIT
WASHINGTON REAL ESTATE INVESTMENT TRUST
6110 EXECUTIVE BOULEVARD - SUITE 800
ROCKVILLE, MARYLAND 20852
(301) 984-9400

MONTGOMERY COUNTY
51 MONROE STREET
SUITE 802
ROCKVILLE, MARYLAND 20850

SHEET TITLE: FLOOR PLAN

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

DATE: 04/17/2001

DRAWN BY: KNL

SHEET NUMBER:

SPEC. # - 284-01

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GOD 670-9466