

LEASE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
CENTERS FOR THE HANDICAPPED, INC.

DATED 5/29/92

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), entered into this 29th day of May, 1991 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Lessor") and CENTERS FOR THE HANDICAPPED, INC. (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the covenants hereinafter contained, and for other good and valuable consideration as hereinafter provided, the parties hereto mutually agree as follows:

1. PREMISES: Lessor does hereby lease and demise unto Lessee the premises described as the MacDonald Knolls Elementary School, 10611 Tenbrook Drive, Silver Spring, Maryland, (hereinafter referred to as "Leased Premises"). The Leased Premises shall include the building, walkways, paved play areas, parking lot, driveway and land contiguous to the building, as outlined in red on Exhibit A attached hereto and made a part hereof.

2. TERM: The term hereby created shall be four (4) years, eleven (11) months, commencing July 1, 1992 and expiring at midnight on May 31, 1997.

3. RENT:

(A) Lessee shall pay to Lessor without demand, reduction or set off, an annual rental of TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS, payable in equal monthly installments of ONE THOUSAND SIX HUNDRED SIXTY-SIX AND 66/100 (\$1,666.66) DOLLARS.

(B) The first monthly payment hereunder shall be due on the commencement date of the lease term. All payments thenceforth shall be due and payable on the first day of each month during the lease term, at the Department of Finance, Division of Revenue, P. O. Box 6210, Rockville, Maryland 20849-6210.

(C) Should the Lessee fail to submit monthly rental payments in the above described manner, and should said failure continue for more than ten (10) calendar days after the first day of the month for which such rental payment is due and payable, Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of five percent (5%) of said monthly rental payment. Should Lessee's failure to pay continue for more than twenty (20) calendar days after a monthly payment becomes due and payable Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of fifteen percent (15%) of said monthly rental payment. Should Lessee's failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, Lessor shall have the right to terminate this Lease, recover possession of the Leased Premises and pursue any other legal remedies available to Lessor under the laws of the State of Maryland.

4. ANNUAL RENT INCREASES: It is agreed between the parties that the annual rent payable by the Tenant shall be adjusted for the second lease year and every lease year thereafter, as determined by the following formula:

- JASON D. T. M. H. M. J. N. P.
- (A) To the annual rent payable by Tenant during the previous lease year shall be added that sum representing one hundred percent (100%) of the amount resulting, after (1) multiplying said annual rent payable during the previous lease by a fraction, the numerator of which shall be the index now known as the "U. S. Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners and Clerical Workers", All Items (1982-84=100), for the last month of the previous lease year and denominator of which shall be said index for the month prior to the first month of the previous lease year and (2) subtracting from such product the annual rent payable during the previous lease year.
- (B) The resulting annual minimum rent shall in no event be less than the annual minimum rent payable during the previous lease year.

- (C) In the event the said index is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such index, the parties hereto shall attempt to agree on an alternative formula and if agreement cannot be reached the matter shall be submitted to arbitration under the rules of the American Arbitration Society then in effect.

5. EARLY TERMINATION: Lessor may terminate this Lease Agreement and all obligations hereunder at any time during the Lease Term by giving the Lessee at least two hundred forty (240) days written notice before such termination occurs.

6. USE OF THE PREMISES: The premises are to be used for educational purposes and related activities, and for community and Lessor's use as provided in Article 7 & 8 hereof.

7. USE OF MULTI-PURPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES:

- (A) Subject to a nominal charge for utilities to be jointly determined by Lessee and the Interagency Coordinating Board, the Multi-Purpose Room shall remain available to the community during the term of this Lease. Lessee agrees to make the Multi-Purpose Room available Monday through Saturday during the daytime from 9:00 a.m. to 6:00 p.m., but only when such use will not interfere with Lessee's previously scheduled daytime activities. For the purposes of this Lease, "Lessee's activities" are defined as those programs and activities directly related to the Lessee's approved occupants. All requests to use the Multi-Purpose Room will be channeled directly to the Interagency Coordinating Board and placed according to the priorities indicated in the Guidelines for the Community Use of Educational Facilities and Services. Lessee understands and agrees that no rental of the Multi-Purpose Room is to be made except through the Interagency Coordinating Board with a schedule of its activities for the Multi-Purpose Room on a semi-annual basis, i.e., the Fall/Winter schedule (October-March) must be submitted by September 15 and the Spring/Summer schedule (April-September) by February 1. Times not

scheduled for daytime activities by the Lessee shall be presumed to be available for community use. Lessee agrees to make the Multi-Purpose Room available Monday through Saturday at night from 6:00 p.m. to 11:00 p.m. and all day Sunday from 9:00 a.m. to 11:00 p.m., but only when such use will not interfere with Lessee's previously scheduled activities during these times, as submitted by the Lessee in its semi-annual schedule. Any use for the Lessee deviating from its previously submitted schedule will be subject to the approval of the Interagency Coordinating Board. Lessee agrees to make the Multi-Purpose Room available, upon request from the Interagency Coordinating Board, to the Montgomery County Supervisor of Elections for use as a polling facility during the day, if necessary, during primary, general and special elections, irrespective of Lessee's prior scheduled activities. The Lessor shall hold the Lessee harmless and defend the Lessee from any and all claims of liability arising by virtue of the community or Lessor's use of the Leased Premises parking facilities, athletic fields, adjoining grounds or any portion thereof, except for damage or liability arising from the negligent acts or omissions of the Lessee, Lessee's agents, employees, guests or contractors.

8. USE OF PLAY AREAS AND FIELDS: Lessor hereby grants to Lessee during the hours from 8:00 AM to 4:00 PM each day, Monday to Friday inclusive, the exclusive use of the adjacent playfields and play areas, including the basketball court. In consideration therefor Lessee agrees at all times to keep such areas mowed, trees and shrubs pruned as necessary, and such areas clean and neat in appearance and in good repair. Lessee agrees to cut and otherwise maintain fields and grounds in a condition satisfactory to Lessor. Lessee may use said play areas and fields at any other times for "Lessee's Activities", provided written approval is received in advance from the Maryland National Capital Park and Planning Commission.

9. PARKING: Lessee shall be entitled to full use of the parking facilities which are a part of the Leased Premises. Lessee shall, at Lessee's risk and expense, be responsible for the ongoing maintenance, cleaning; including snow and ice removal and repair of said parking facilities. The Lessee shall grant access to said parking facilities to

the Lessor's representatives at all times or community users of the premises during times of community use as set forth in Articles 7 and 8 hereinabove. Lessee shall grant the use of approximately twenty spaces to the MacDonald Knolls Special Needs Daycare facility.

10. CAPITAL IMPROVEMENTS:

(A) Elective Capital Improvements and Structural Alterations:

Lessee shall not undertake any structural alterations, changes or improvements to the Leased Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Once Lessor's consent has been obtained, Lessee shall be responsible for the acquisition of any and all necessary permits and for the observation of all building and zoning ordinances and regulations then in effect. Failure to adhere to any applicable ordinances or regulations shall be deemed to be a breach of this lease. The cost of any such alterations or improvements shall be borne solely by the Lessee.

(B) Non-Elective Capital Improvements:

In the event that it becomes necessary for Lessee to make substantial, non-elective capital improvements to the Leased Premises, and should the life of such work, as determined by the IRS depreciation life span schedule, exceed the balance of the lease term, Lessor shall, subject to funds being available in the approved and adopted Operating Budget of the Department of Facilities and Services, reimburse Lessee for a percentage of the cost of said work, pro-rated to reflect the balance of the remaining life of the improvement beyond the expiration of the lease term. Said reimbursement shall be made in the form of a lump sum payment to the Lessee at the expiration of the lease term, and only upon presentation to the Lessor of documentation as to the cost of the improvements and the contractor's or manufacturer's warranty. Lessor shall not reimburse Lessee for any non-elective capital improvements to the premises in the event Lessee vacates the premises before the end of the Lease term whether voluntarily or pursuant to legal action for breach. Non-elective capital improvements shall include replacement of the roof, boilers, HVAC system, and windows (excepting window pane replacement).

(C) Lessor's Approval and Inspection:

In order to secure Lessor's approval of any structural alterations or improvements, Lessee shall submit to Lessor plans and specifications clearly setting forth the work to be performed. Lessor shall respond in writing within 45 days from receipt of plans and specifications. Lessor shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not reasonably satisfactory to Lessor, Lessee shall undertake any necessary corrections, at Lessee's risk and expense.

11. OPERATING EXPENSES: Lessee shall be responsible for all operating expenses relating to the use and occupancy of the Leased Premises, including, but not limited to, all maintenance and repair of building and equipment, fixtures, roof, windows, electrical systems, utilities, janitorial services, refuse removal, snow and ice removal or treatment, telephones, security, maintenance and repair of heating and air conditioning systems, plumbing systems, pest control and any other expense incurred by virtue of the Lessee's use and operation of the Leased Premises.

12. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems shall remain with the building and shall be delivered to Lessee along with the building. All moveable partitions, trade fixtures, floor coverings or equipment installed within the Leased Premises at Lessee's expense shall remain the property of Lessee and may be removed by Lessee at the expiration or other termination of this Lease. Lessee shall, however, repair any damage caused by reason of said removal. Any personal property remaining within the Leased Premises after termination of the Lease shall become property of the Lessor. The Lessor shall dispose of any such property in the manner it deems appropriate.

13. CONDITION OF PREMISES: Lessee agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the term of this Lease and any extension thereof. Lessee agrees to keep the Leased Premises clean and neat in appearance at all times, and to keep grass trimmed, trees treated and shrubbery pruned as necessary to maintain them in good condition and appearance, and to keep the parking lot, walkways and driveways in good repair and free from ruts and breakage which creates a dangerous condition.

14. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- (A) Lessee agrees to obtain and maintain, during the full term of this lease, a policy of general liability insurance with a minimum limit of liability of \$1,000,000 (one million dollars) for bodily injury and property damage including fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to Lessor.
- (B) Lessee agrees to obtain and maintain, during the term of the lease, a policy of workers compensation and employers liability coverage in the amount of \$100,000 for bodily injury by accident (each person) or by disease (each person) and \$500,000 for bodily injury by disease (policy limits).
- (C) Lessee agrees to obtain and maintain, during the term of the lease, an All Risk Property policy covering 100% of the contents of the Leased Premises.
- (D) The general liability policy must list Montgomery County as additional insured and all policies must provide Montgomery County 60 days notice of cancellation.
- (E) The Lessee shall, within ten (10) days from execution of this instrument, deliver to Lessor a certificate(s) of insurance(s) evidencing the coverage enumerated above. The certificate(s) must be issued to Montgomery County Government, Department of Facilities & Services, Office of Real Estate Management, 110 N. Washington Street, Rockville, Maryland 20850.

15. INDEMNITY BOND:

- (A) Upon the request of Lessor, concurrent with the effective date of the lease or at any time during the term of this lease, Lessee agrees to obtain and maintain, an executed miscellaneous indemnity bond in the amount of the annual rent for the current lease year to remain in full force and effect throughout the remainder of the lease term, as security for the faithful performance of all the terms and conditions of this Lease.

- (B) Lessor shall have the right, but not the obligation, in its sole discretion to request such a bond. For good cause shown by Lessee, Lessor, in its sole discretion, may accept an appropriate substitute surety. Lessee shall, on the effective date of the lease or within thirty (30) days from the date of the request by the Lessor, deliver to Lessor the said surety, evidencing the coverage hereinabove stated. Failure to deliver the bond or surety as required is considered by Lessor to be a material breach of the lease.

16. HOLD HARMLESS: Lessee agrees to hold harmless and defend the Lessor from any and all claims of liability, actions, damages and expenses arising out of or related to Lessee's use or possession of the premises, including play fields and play areas from any claim, action, damage, liability or expense occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, guests or employees, except such claims as may arise by the acts or omissions of the Lessor, the Lessor's employees, agents and contractors. Lessee further specifically agrees to hold Lessor harmless and defend Lessor from any claim of public liability made in connection with any construction or installation of equipment within the Leased Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the premises hereinabove described.

17. RESPONSIBILITIES OF LESSEE: Lessee covenants and agrees as follows:

- (A) Lessee shall not strip, overload, damage or deface the Leased Premises, hallways, stairways or other approaches thereto or the fixtures therein or used therewith, nor suffer or permit any waste in or upon said Leased Premises.
- (B) Lessee shall not keep gasoline or other flammable material or any explosive within the Leased Premises which will increase the rate of fire insurance on the Leased Premises beyond the ordinary risk established for the type of operations described in Article 6 hereof. Any such increase in the insurance rate due to the above, or due to Lessee's special operations within the Leased Premises, shall be borne by Lessee. Lessee shall not willfully do any act or thing in or about the Leased

Premises which may make void or voidable any insurance on the Leased Premises, and Lessee agrees to conform to all rules and regulations established from time to time by the Lessor, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

- (C) Lessee shall not use or allow to be used the Leased Premises or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood.
- (D) Lessee shall not place upon the Leased Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by Lessor. Lessor's approval shall not be unreasonably withheld.
- (E) Lessee acknowledges that all responsibilities of Lessee relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Lessee's agents, employees, patrons and sublessees.
- (F) Lessee shall comply with all reasonable rules and regulations with regard to the use of the Leased Premises that may be from time to time promulgated by Lessor, and any violation of said rules and regulations shall be deemed to constitute a violation of this Lease. It is understood that such rules and regulations shall not interfere or prevent the intended uses of the demised premises as set forth in this lease.

18. DESTRUCTION OF PREMISES:

- (A) In the event that the Leased Premises are destroyed or damaged from whatever cause so as to render all or a substantial portion of the premises unfit for the purposes for which the premises were leased, and the repair of said destruction or damage cannot reasonably be accomplished by Lessor within ninety (90) days from the date of such damage, Lessee and Lessor shall each be entitled to terminate this Lease by written notice to the other within thirty (30) days after the irreparable destruction or damage occurred.

- (B) In the event that the Lessor is able to undertake the repair of the Leased Premises and determines it is in Lessor's best interest to do so, Lessor shall complete said repairs within ninety (90) days from the date of destruction or damage and this Lease shall not be affected, except that during reconstruction rental payments shall be reduced by a percentage corresponding to the portion of the Leased Premises to which Lessee is denied normal occupancy and use.
- (C) In the event that Lessor does repair the Leased Premises as hereinabove provided, Lessee shall not be entitled to any compensation or payment from Lessor for the value of any remaining term of the Lease.

19. DEFAULT:

- (A) Lessee shall be considered in default of this Lease upon the occurrence of any of the following:
 - (i) Failure to perform under any term, covenant or condition of this Lease and the continuance thereof for thirty (30) days (or such period as may be reasonably required to correct the default with exercise of due diligence) after written notice from Lessor specifying said failure except that failure to pay rent for 30 days after a monthly payment becomes due and payable shall be considered a default without written notice thereof.
 - (ii) The commencement of any action or proceeding for the dissolution or liquidation of Lessee, or for the appointment of a receiver or trustee of Lessee's property, and the failure to discharge any such action within thirty (30) days.
 - (iii) The making of any assignment for the benefit of Lessee's creditors.
 - (iv) The abandonment of the Leased Premises by Lessee.
- (B) In the event that the Lessee shall be found in default as hereinabove stated, then and in every such case

thenceforth, at the option of the Lessor or Lessor's assigns, the Lessee's right of possession shall thereupon end, and the Lessor may proceed to recover possession under the laws of the State of Maryland.

20. EMINENT DOMAIN:

- (A) In the event that the Leased Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain, Lessee shall be entitled to recover the unamortized, undepreciated portion of capital expenditures for improvements and betterments made by Lessee to the Leased Premises at the Lessee's expense, excepting routine repairs to the premises, and shall make no further claim for compensation or assert any other right which Lessee may have to any portion of any award made as a result of such governmental taking.
- (B) Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against the authority exercising the power of eminent domain, such sums to which the Lessee may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the Lessor's award.

21. ASSIGNMENT AND SUBLEASING:

- (A) Lessee shall not be entitled to and shall not assign this Lease or sublease all or any part of the Leased Premises to any third party without the Lessor's express written consent thereto which consent shall not be unreasonably withheld.
- (B) The Lessor's written consent to prospective sublessees or assignees shall be obtained in the following manner:
 - (i) The Lessee shall submit to Lessor copies of the proposed occupancy or sublease agreements, a description of the activities of the proposed sublessees or assignees and any other information pertinent to the proposed sublessee's or assignee's use and occupancy, including financial background of the proposed sublessee or assignee.

(ii) The Lessor shall respond in writing not later than thirty (30) days after receipt of the information cited in Article 21(B) (i) hereinabove.

(C) The Lessor and Lessee agree that the subleasing or assigning of all or any portion of the premises by the Lessee shall have as its primary goal the recovery of reasonable operating expenses incurred by Lessee in the operation, maintenance and administration of the Leased Premises. The Lessee therefore agrees that any rental amounts charged to sublessees within the premises shall be limited to the sublessees prorated share of actual operating, maintenance and administrative expenses incurred by Lessee, plus an increment for actual rental paid by the Lessee to the Lessor in accordance with the provisions of Article 3 hereinabove.

(D) In the event Lessor accepts and approves any assignment, sublease or transfer, Lessee shall nonetheless remain responsible for the payment of all sums and the performance of all obligations required of the Lessee.

22. MARKETABILITY OF LEASE: Lessee acknowledges and agrees that the Lessor shall not approve any assignment, sublease or transfer of any right or interest in all or any portion of the Leased Premises if such an assignment, sublease or transfer results in any profit or financial gain to the Lessee. Pursuant to the provisions of this Article 22, the Lessor may require the Lessee to provide certifiable evidence of compliance hereunder.

23. ACCESS: Lessee shall allow Lessor and Lessor's employees or agents to have access to said Leased Premises at all reasonable times and after reasonable notice, for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by Lessor, or which Lessor considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Leased Premises. Lessee shall not alter or change the exterior locks installed on the premises, and in the event of an approved change, shall provide Lessor with keys to the facility, said keys to be used by Lessor to obtain access to the facility in emergency situations.

24. SURRENDER OF POSSESSION: 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 up 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 and use thereof and damage by fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted.

25. HOLDOVER: In the event that the Lessee shall continue to occupy said Leased Premises or any part thereof after the conclusion of the term of this lease, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than sixty (60) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both parties shall continue to observe all agreements and covenants contained in this Lease. Lessee shall continue to pay monthly rental under rates to be negotiated a minimum of thirty (30) days prior to the expiration of the initial lease term or extension thereof, which month-to-month rental rates shall in no event be less than the rental rates in effect at the time of expiration of the Lease term.

26. NOTICE OF DEFECTS: Lessee shall give to Lessor prompt written notice of accidents in or damages to the Leased Premises.

27. QUIET POSSESSION: Lessor covenants and agrees that, if Lessee shall perform all the covenants, conditions, and agreements herein contained to be performed on Lessee's part, Lessee 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 leased without hindrance from any person or persons whomsoever, regardless of whether the building is sold or otherwise conveyed to a third party(s).

28. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Lessee, at Lessee's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. This includes compliance with all rules and regulations pertaining to Underground Storage Tanks. The foregoing shall not be

construed to preclude the Lessee from exercising its legal right to contest the validity of legislation through judicial process, provided that the Lessee shall continue to fully comply with the provisions of this Article 28 pending the outcome of the Lessee's efforts.

29. 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 successors, assignees or representatives.

30. DISPUTES: Lessor and Lessee agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the parties shall be decided by the Chief Administrative Officer of Montgomery County, who shall notify the parties in writing of the determination made. The Lessee and Lessor shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Lessee and Lessor shall proceed diligently with the performance of all provisions under this Lease Agreement. The decision of the Chief Administrative Officer shall be final and conclusive. This Article 30 does not preclude consideration of questions of law in connection with the aforesaid decisions.

31. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

32. NON-DISCRIMINATION: This lease shall be governed by the Laws of the State of Maryland and Montgomery County. Lessee agrees to abide by the provisions of Executive Regulation No. 9-75 (re: Non-Discrimination in County Contracts) adopted July 7, 1977, and Section 11B-3 and Chapter 27 of the Montgomery County Code 1984, as amended.

33. CONTRACT SOLICITATION: Lessee represents that Lessee 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, excepting for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by Lessee for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.

34. PUBLIC EMPLOYMENT: Lessee understands that unless authorized under Sections 11B-46 or 11B-54 of the Montgomery County Code 1984, 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.

35. RESIDENT AGENT: The Resident Agent for the Lessee is Alan Lovell and its address for receipt of notices and service of process is CHI, Inc., 10501 New Hampshire Ave, SS, MD
20903-1197
Lessee shall immediately notify Lessor of any change in Resident Agent or address for service as provided herein.

36. PROHIBITION OF HAZARDOUS SUBSTANCES: The Lessee agrees to not store or bring hazardous substances onto the premises. The Lessee shall be responsible for any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Lessee, its agents, contractors, employees or guests.

37. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective parties shall be addressed as follows:

LESSEE:
Mr. Alan Lovell
Executive Director
Centers for the Handicapped
10501 New Hampshire Avenue
Silver Spring, MD 20903-1197

LESSOR:
MONTGOMERY COUNTY, MARYLAND
Dept. of Facilities & Services
Office of Real Estate Management
110 N. Washington Street, Suite 318
Rockville, MD 20850

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

WITNESS:

LESSOR:

MONTGOMERY COUNTY, MARYLAND

By: *Deborah Jenkins*

By: *Alastair W. McArthur*
Alastair McArthur, Assistant
Chief Administrative Officer

Date: 5/29/92

WITNESS:

LESSEE:

CENTERS FOR THE HANDICAPPED, INC.

By: *[Signature]*

By: *[Signature]*
Title: PRESIDENT

Date: MAY 20, 1992

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: *[Signature]*
Date: 4/30/92

By: *Gloria W. Kratz*
Gloria W. Kratz, Chief
Real Estate Management
Date: 5/24/92

4299G

