

LEASE
BETWEEN
GOVERNMENT PROPERTIES INCOME TRUST LLC
AND
MONTGOMERY COUNTY, MARYLAND

DATED: October 2, 2015

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Agreement ("SNDA")
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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), entered into this 2nd day of October, 2015 by and between the **Government Properties Income Trust LLC**, a Delaware limited liability company having an address of c/o Reit Management & Research LLC, Two Newton Place, 255 Washington Street, Newton, Massachusetts (hereinafter referred to as "Landlord") and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland having an address of 101 Monroe St., Rockville, MD 20850 (hereinafter, "County" or "Tenant"), (Landlord and County each known as a "Party" and together as the "Parties").

WITNESSETH:

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

1. PREMISES:

a) Total Premises Description. Landlord does hereby lease and demise unto the County and the County does hereby lease from Landlord the premises comprising approximately 101,200 rentable square feet ("rsf") of space ("Premises") on the first, second, third, and fourth floors of the building, located at 1401 Rockville Pike, Rockville, Maryland 20850 ("Building"), in its "as-is" condition and as outlined on "Exhibit A" attached hereto and made a part hereof.

(b) Premises Description. Several County departments are relocating to the Building. These departments are grouped into the following designations: Premises A, Premises B, Premises C, and Premises D. These departments include the following:

PREMISES A Children's Resource Center (CRC) (22,904 rsf)

PREMISES B 311 Call Center (10,942 rsf)
Dental Clinic (8,184 rsf)

PREMISES C Child & Adolescent, Community Support Network, Montgomery Cares, Comm. Health, Cigarette Restitution, Headstart Program,

Aging & Disability, Healthy Choice, Minority Health Initiative
(33,176 rsf)

PREMISES D Dept. of Housing & Comm. Affairs (“DHCA”) (25,994 rsf)

All Premises combined shall total approximately 101,200 rsf.

2. TERM:

(a) Lease Term. The “initial Term” shall commence on the first Lease Commencement Date (i.e. the Lease Commencement Date for Premises A) and shall expire ten (10) Lease Years after the Lease Commencement Date for Premises D. The “term” of this Lease is the initial Term and any Extension Terms which shall have been exercised by County.

(b) Rent Commencement Date. The Rent Commencement Date (“RCD”) shall commence in four (4) phases which are as follows:

Premises A – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 01.14.16.

Premises B – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 04.01.16.

Premises C – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 06.08.16.

Premises D – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 10.08.16.

(c) Execution of Certificate of Commencement. In order to memorialize the exact Lease Commencement Date for each portion of the Premises, the County and Landlord shall execute a Certificate of Commencement document as attached hereto as Exhibit “D”. Such a document shall be fully executed for all four (4) portions of the Premises (A, B, C, & D).

3. OPTION TO RENEW: (i) Provided that County is still in occupancy of the Premises and is not in default of the Lease, County shall have the Option to Renew this lease for three (3)

additional five (5) year terms (“Extension Term(s)”). All terms shall continue to apply to each Extension Term except (x) Base Annual Rent for each Extension Term shall be at the prevailing market rate and shall include other market concessions for renewals of comparable office buildings in the Rockville, MD submarket (subject to annual increases of 2.5%) and (y) there shall be no option to extend or renew the term beyond the initial Term and the three (3) Extension Terms.

(ii) In the event County shall wish to exercise any option to extend, it shall request in writing (“Term Renewal Request”) from Landlord, a quote of the Base Annual Rent for the Extension Term not less than thirteen (13) months, nor more than sixteen (16) months, prior to the expiration of the initial Term of the Lease or the existing Extension Term, as the case may be. Within ten (10) days after such Term Renewal Request, Landlord shall give County written notice of such quote. Upon receipt of such quote, County shall then have thirty (30) days after the date of Landlord’s notice in which to exercise such extension option by written notice to Landlord accepting the Base Annual Rent quoted by Landlord or stating that County is exercising the extension option and wishes to have the Base Annual Rent for the Extension Term determined by the MAI Appraiser Process. In the event that County does not exercise the option or if its notice does not either accept the Base Annual Rent quoted by Landlord or state that the County wishes to have the Base Annual Rent for the Extension Term determined by the MAI Appraiser Process within said thirty (30) day period, the extension option shall terminate immediately and Landlord shall be relieved of any and all liability created by the grant of such option.

(iii) If County elects to have the Base Annual Rent for an Extension Term for which it has timely given notice determined by the MAI Appraisal Process, then the fair market rent for the first year of the Extension Term shall be independently determined by two (2) disinterested real estate appraisers, one (1) of whom shall be named by Landlord and one (1) by County. Said

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appraisers shall each be practicing appraisers in Montgomery County, Maryland, specializing in the field of commercial real estate, having no less than ten (10) years' experience in such field, recognized as ethical and reputable within their field, and certified as MAI or an equivalent professional certification if MAI no longer exists. Landlord and County agree to make their appointments promptly within thirty (30) days after Landlord's receipt of County's notice to extend, or sooner if mutually agreed upon. Within forty-five (45) days after both such appraisers have been appointed, each appraiser shall submit his or her determination of said fair market rent. The Base Annual Rent for the first year of the Extension Term shall be the average of the two (2) determinations; provided, however, that if two of the appraisers are not within ten percent (10%) of each other, then the two (2) appraisers shall select a third appraiser with the qualifications described above within ten (10) days after submitting their determinations of the fair market rent (or in the absence of agreement on a third appraiser, either party may request that such third appraiser be selected by the American Arbitration Association). Within forty-five (45) days after the third appraiser is selected, such appraiser shall submit his or her determination of said fair market rent. In such event, the Base Annual Rent for the first year of the Extension Term shall be the average of the third appraiser's determination and the determination of the other of the two (2) appraisers which is closest to the third appraiser's determination. In arriving at their individual rate determinations, each appraiser shall consider and analyze all the components of this Lease and apply them to current market factors. Landlord and County shall pay the fee of the appraiser selected by it and if a third appraiser is used, they shall equally share the payment of the fee of the third appraiser. Notwithstanding the foregoing, Landlord and County may at any time after appointing the appraisers, agree upon the Base Annual Rent payable during the first year of the Extension Term and such mutual agreement shall supersede the appraisers' determinations.

(iv) Irrespective of the method of determining Base Annual Rent for the first year of any Extension Term, the Base Annual Rent for each subsequent year shall be increased by 2.5% from the prior year's Base Annual Rent.

4. RENT:

a) Payment of Rent. Commencing on the first Rent Commencement Date, the County shall pay to Landlord all Rent (as hereinafter defined) in United States currency, without any deduction, abatement (except as provided in Sections 18 and 29), set-off, notice, demand, and unless stated otherwise, billing. Commencing on the first Rent Commencement Date, the County shall pay all Base Monthly Rent and Additional Rent on account of Real Estate Taxes and Operating Costs (all as hereinafter defined) as estimated by Landlord and subject to true-up as hereinafter provided, in advance by the first day of each calendar month.

b) Base Annual Rent. The "Base Annual Rent" shall be payable by the County to the Landlord during each Lease Year in equal monthly installments of "Base Monthly Rent" as indicated on the schedule specified below. "Rent" shall be Base Annual Rent and any Additional Rent.

c) Adjustments to Base Annual Rent. On the first day of the second Lease Year for each portion of the Premises (A, B & C), and on the first day of each applicable Lease Year thereafter during the Lease Term, the Base Annual Rent (then in effect) shall be increased by two and one-half percent (2.5%) per annum over the Base Annual Rent payable during the previous Lease Year, except the Base Annual Rent for the first Lease Year shall be determined as set forth in Sections 2 and 4 herein. Landlord shall provide the County written notice of each such adjustment and the amount of the Base Annual Rent payable during the forthcoming Lease Year. Premises A, Premises B, Premises C and Premises D shall each have their own Lease Years. "Lease Years" shall be twelve-month periods that commence on the Rent Commencement Date for each of Premises A, B, C and D; but if any first Lease Year commences on a day other than {B1921703; 3}

the first day of a month, that first Lease Year shall expire at the end of twelve (12) full calendar months thereafter and County shall pay Base Monthly Rent for the month in which the Rent Commencement Date occurs in an amount equal to the Base Monthly Rent for that Lease Year for such portion of the Premises multiplied by a fraction the numerator of which is the number of days in that month from (and including) such Rent Commencement Date through the end of that month and the denominator of which is the number of days in such month.

d) Rental Abatement. Notwithstanding anything to the contrary in the Lease, there shall be no Base Monthly Rent payable hereunder for the first eighteen (18) months of the initial Term, subject to Section 7, (i.e. until the Rent Commencement Date for Premises A shall occur), nor shall any Base Monthly Rent be payable with respect to Premises B until the Rent Commencement Date with respect to Premises B shall occur, and then no Base Monthly Rent shall be payable with respect to Premises C until the Rent Commencement Date with respect to Premises C shall occur, and then no Base Monthly Rent shall be payable with respect to Premises D until the Rent Commencement Date with respect to Premises D shall occur. “Base Monthly Rent” shall be the sum of amounts due for each of Premises A, B, C and D, from time to time.

e) Additional Rent. All money due to Landlord under the requirements of this Lease, other than Base Annual Rent, is “Additional Rent.” Unless stated otherwise, the County shall pay Additional Rent within thirty (30) days of receipt of an invoice. Landlord’s remedies for the non-payment of Additional Rent are the same as for non-payment of Base Annual Rent.

f) Survival. Regardless of any expiration or earlier termination of the term, the County shall promptly and fully perform all its Lease obligations.

g) Deposit. The County shall NOT pay a security deposit.

h) Late Charge and Interest. Any Rent which is due on the first day of the month (e.g. Base Monthly Rent or Additional Rent on account of estimated Real Estate Taxes and Operating Expenses (both as hereinafter defined)) but which is not received by Landlord by the seventh (7th) day of the month shall be subject to a late charge of five percent (5%), it being understood that this does not extend the due date of the such Rent from the first day of each month. In addition, all Base Monthly Rent not paid within thirty (30) days after the due date and all other Rent and all other payments becoming due hereunder which are not paid within thirty (30) days of invoice shall bear interest at the rate of twelve percent (12%) per annum from the date when the same shall become due and payable (or such lesser amount as shall be permitted by law). Notwithstanding the foregoing provisions of this Section 4(h), Landlord shall be required to deliver to County two (2) written notices of the failure to pay any Base Annual Rent or Additional Rent in any twelve (12)-month period before County shall be liable for such interest and late charge on account of late payment, and County shall only be required to pay such interest and late charge due to those two failures if such failure continues for more than five (5) business days after delivery of such written notice from Landlord.

i) The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule based upon each Premises (A, B, C, & D):

Lease Year	PREMISES	A	Base Rental Rate / Rentable Square Foot
	Base Annual Rent	Base Monthly Rent	
1*	\$526,792.00	\$43,899.33	\$23.00
2*	\$540,076.32	\$45,006.36	\$23.58
3	\$553,818.72	\$46,151.56	\$24.18
4	\$567,332.08	\$47,277.67	\$24.77
5	\$581,532.56	\$48,461.05	\$25.39
6	\$595,962.08	\$49,663.51	\$26.02
7	\$610,849.68	\$50,904.14	\$26.67
8	\$626,195.36	\$52,182.95	\$27.34
9	\$641,770.08	\$53,480.84	\$28.02

10	\$657,802.88	\$54,816.91	\$28.72
11	\$674,293.76	\$56,191.15	\$29.44
12**	\$691,242.72	\$57,603.56	\$30.18
13**	\$708,420.72	\$59,035.06	\$30.93
PREMISES		B	
Lease Year	Base Annual Rent	Base Monthly Rent	Base Rental Rate / Rentable Square Foot
1*	\$439,898.00	\$36,658.17	\$23.00
2*	\$450,991.08	\$37,582.59	\$23.58
3	\$462,466.68	\$38,538.89	\$24.18
4	\$473,751.02	\$39,479.25	\$24.77
5	\$485,609.14	\$40,467.43	\$25.39
6	\$497,658.52	\$41,471.54	\$26.02
7	\$510,090.42	\$42,507.54	\$26.67
8	\$522,904.84	\$43,575.40	\$27.34
9	\$535,910.52	\$44,659.21	\$28.02
10	\$549,298.72	\$45,774.89	\$28.72
11**	\$563,069.44	\$46,922.45	\$29.44
12**	\$577,222.68	\$48,101.89	\$30.18

	PREMISES	C	
Lease Year	Base Annual Rent	Base Monthly Rent	Base Rental Rate / Rentable Square Foot
1*	\$763,048.00	\$63,587.33	\$23.00
2*	\$782,290.08	\$65,190.84	\$23.58
3	\$802,195.68	\$66,849.64	\$24.18
4	\$821,769.52	\$68,480.79	\$24.77
5	\$842,338.64	\$70,194.89	\$25.39
6	\$863,239.52	\$71,936.63	\$26.02
7	\$884,803.92	\$73,733.66	\$26.67
8	\$907,031.84	\$75,585.99	\$27.34
9	\$929,591.52	\$77,465.96	\$28.02
10	\$952,814.72	\$79,401.23	\$28.72
11**	\$976,701.44	\$81,391.79	\$29.44
12**	\$1,001,251.68	\$83,437.64	\$30.18
	PREMISES	D	
Lease Year	Base Annual Rent	Base Monthly Rent	Base Rental Rate/ Rentable Square Foot
1	\$597,862.00	\$49,821.83	\$23.00
2	\$612,938.52	\$51,078.21	\$23.58
3	\$628,534.92	\$52,377.91	\$24.18
4	\$643,871.38	\$53,655.95	\$24.77
5	\$659,987.66	\$54,998.97	\$25.39
6	\$676,363.88	\$56,363.66	\$26.02
7	\$693,259.98	\$57,771.67	\$26.67
8	\$710,675.96	\$59,223.00	\$27.34
9	\$728,351.88	\$60,695.99	\$28.02
10**	\$746,547.68	\$62,212.31	\$28.72

* = The County does not pay any Base Monthly Rent for the first 18 months from the respective applicable Lease Commencement Dates.

** = If applicable.

All payments are to be made in advance of the first day of each month and shall be payable to the following:

Government Properties Income Trust LLC
 c/o Reit Management & Research LLC
 Dept #1000
 P.O. Box 826452
 Philadelphia, PA 19182-6452

or as otherwise directed by Landlord.

If the term shall expire during a Lease Year, Additional Rent on account of Operating Expenses and Real Estate Taxes for that Lease Year shall be prorated based on the number of days in that Lease Year which are contained in the term divided by 365.

5. OPERATING EXPENSES:

a) Operating Expenses Defined. Throughout the term, County agrees to pay to Landlord, as Additional Rent, County's Proportionate Share, as set forth in Section 6(d), of any increase in Operating Expenses during each calendar year over the "Base Year Operating Expenses" which are the Operating Expenses for the 2016 calendar year. "Operating Expenses" means for any calendar year all commercially reasonable direct and actual out of pocket expenses Landlord incurs during such year for operating and maintaining the Building and Land and all common areas and facilities (collectively, the "Property"), determined in accordance with generally accepted accounting practices consistently applied, including, without limitation, costs and expenses for the following: (1) wages and salaries and customary benefits of all employees engaged in the management, operation or maintenance of the Property; (2) all supplies, materials, equipment and tools used in the operation or maintenance of the Building and all taxes on any such equipment; (3) cost of all maintenance and service agreements for the Property and the equipment therein, including but not limited to controlled access and energy management services, cleaning and landscaping, treatment and removal of snow and ice, window cleaning and elevator and HVAC, plumbing, electrical, life safety, and all other systems' maintenance and/or repair; (4) cost of all insurance relating to the Property, including the cost of casualty, liability and rent loss insurance applicable to the Property and Landlord's personal property used in connection therewith; (5) general and special repairs and maintenance including painting, paving, carpeting, caulking and repainting; (6) management fees (three percent of gross revenue from the Property); (7) legal, accounting, auditing and other professional fees; (8) the cost of any

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additional services not provided to the Property at the Lease Commencement Date for Premises A, but thereafter provided by Landlord in the prudent management of the Property; and (9) costs for utility services such as electricity, gas, water and sewage (including any costs incurred in changing the provider providing electricity services).

b) Operating Expense Exclusions. Operating Expenses shall exclude all Landlord profits and all costs in excess of costs reasonably incurred by prudent operators and managers of similar office buildings in the Rockville, Maryland area. Landlord shall use commercially reasonable efforts to operate the Property efficiently. Operating Expenses shall be net of any reimbursement, refund or credit received or receivable by Landlord for the corresponding item of Operating Expense. In no event shall Landlord recover from County on account of Operating Expenses more than County's Proportionate Share of 100% of Operating Expenses grossed up to reflect 95% occupancy. With respect to any charge imposed outside of Operating Expenses (except for after-hours HVAC services), Landlord shall not recover more than the full cost of providing same through Additional Rent and charges to other Building tenants. Landlord shall not recover any item of cost twice through Operating Expenses. The following items shall be specifically excluded from the Operating Expenses: (1) expenses for any capital improvements; (2) expenses occasioned by fire, windstorm or other insured casualty; (3) advertising, commissions, tenant improvements and all other expenses incurred in leasing or procuring new tenants; (4) expenses for repairs or improvements to other tenants' leased space; (5) legal fees incurred in enforcing the terms of any lease or arising out of any mortgage or ground lease affecting the Property; (6) interest, principal, rental, late fees or other costs of any indebtedness or ground lease; (7) the cost of any work or service performed for any tenant at such tenant's cost; (8) any cost associated with Hazardous Substances, in the Building or on the Land, including but not limited to, the cost of monitoring, encapsulating or abating any Hazardous Substances, from the Building or the Land but not excluding routine or non-capital monitoring or

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filtering of air and water quality, which may be included; (9) the cost of correcting structural defects or design flaws in the Premises or in the Building or any of its major systems; (10) the cost of any work or materials performed or supplied to any facility other than the Building; (11) the cost of any items for which Landlord is reimbursed by insurance, any tenant or otherwise; (12) salaries, wages and benefits of Landlord's officers, directors, and employees above the level of senior property manager; (13) the cost of installing, operating, maintaining or refurbishing any specialty service, such as an observatory, broadcasting facility, luncheon club, restaurant, retail store, sundry shop, athletic or recreational club or locker rooms, meeting rooms or lounges; (14) any charge for depreciation of the Building or equipment; (15) costs of compliance with the ADA; (16) any tenant improvement allowance or other payment from Landlord to Tenant; (17) bad debt losses or reserves therefore; (18) costs of selling, syndicating, financing, mortgaging, or hypothecating any of the Building or Land or Landlord's interest in the Building or Land; (19) expenses resulting from tortious conduct of Landlord, its employees, agents or contractors; (20) any janitorial, HVAC and/or electrical expenses for the Premises that Tenant pays directly to Landlord or a third party.

c) Controllable Building Expenses. In no event shall "Controllable Expenses" included in Operating Expenses for any year exceed the "Controllable Expense Cap". "Controllable Expenses" shall be all Operating Expenses except the following: taxes, insurance, utilities, government-required expenditures, and snow removal. If the Building does not have at least ninety-five percent (95%) of the rentable area occupied at any time during the 2016 calendar year or any subsequent year, then Operating Expenses and Real Estate Taxes for that year(s) shall be increased to reflect what such costs would have been if they had been calculated on the basis of ninety-five percent (95%) Building occupancy and full property tax assessment (and in furtherance thereof any reduction in Real Estate Taxes due to an exemption thereon due to the occupancy of any particular tenant shall be disregarded such that Real Estate Taxes shall be

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grossed up to what they would have been absent any exemption in or reduction of Real Estate Taxes due to such occupancy). The “Controllable Expense Cap” shall mean, for the 2016 calendar year, 105% of Controllable Expenses for the 2015 calendar year, and for each subsequent year, 105% of the Controllable Expense Cap for the previous year. The word “actual” when used in this Lease shall include grossed-up Operating Expenses. County shall pay, monthly in advance, amounts invoiced by Landlord on account of Landlord’s estimate of County’s obligations on account of Operating Expenses for the applicable calendar year.

d) Annual Reconciliation of Operating Expenses. After the end of each calendar year, Landlord will as soon as practicable, but not later than April 30th, submit to County a statement (the “Statement”) of the actual increases incurred in Operating Expenses for the preceding calendar year over the Base Operating Expenses. County shall pay Landlord, within ninety (90) days of County’s receipt of such Statement, County’s Proportionate Share of the excess, if any, of County’s Proportionate Share of the Operating Expense in excess of Base Year Operating Expenses, less the amount paid by County during the previous year as its Proportionate Share of the projected Operating Expense increases. If the amount paid by County during the previous year exceeded County’s Proportionate Share of increases in actual Operating Expenses for the year over Base Year Operating Expenses, the excess shall be credited toward payment of the next installment of Base Monthly Rent to be paid by County after County receives said statement from Landlord. If the amount paid by County during the last calendar year of the term exceeds County's Proportionate Share of actual operating expense increases for such year, Landlord shall pay County the excess amount within ninety (90) days after Landlord's submission to County of the aforesaid operating expense statement for such calendar year.

e) Operating Expense Request. Within one hundred twenty (120) days after receipt of the Statement, County shall have the right to request copies of invoices relating to Operating Expenses and bills on account of Real Estate Taxes, which shall be supplied to County within a

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reasonable time after County's written request. If it shall be determined that there is an error in Landlord's statement, County shall be entitled to a credit for any overpayment.

f) Right to Audit. In the event County shall dispute the correctness of the Statement, County shall have the right to audit Landlord's books and records relating to the Operating Expenses. County shall provide Landlord not less than ten (10) business days' notice of the date on which County's certified public accountant/auditor desires to examine Landlord's books and records relating to Operating Expenses, during regular business hours, and Landlord shall cooperate with such auditor. If such audit shows that the amounts paid by County to Landlord on account of increases in Operating Expenses exceeded the amounts to which Landlord was entitled hereunder, Landlord shall either refund to County the amount of such excess within thirty (30) days of the date Landlord is notified in writing of the error or identify why it believes the audit is incorrect. If such audit shows that the amounts paid by County to Landlord on account of such increases were less than the amounts to which Landlord was entitled hereunder, County shall pay to Landlord the amount of such shortfall within sixty (60) days of the date County is notified of thereof. All costs and expenses of any such audit shall be paid by County, except if such audit discloses that the amounts paid by County to Landlord exceeded the amounts to which Landlord was entitled by more than three percent (3%), Landlord shall promptly reimburse County for the reasonable costs and expenses incurred by County in such audit. County shall not be entitled to delay any payment under this Lease during the pendency of any such inspection. County may not dispute any Operating Expenses later than one hundred twenty (120) days after the Statement for that year, and failure to dispute within such time shall be a deemed acceptance of the contents thereof.

6. REAL ESTATE TAXES: PROPORTIONATE SHARE DEFINED:

a) Real Estate Taxes Base Year. Commencing on January 1, 2017 and every calendar year thereafter, Landlord will forward to the County a statement and copies of paid tax

bills setting forth the amount of Real Estate Taxes (as hereinafter defined) levied or imposed against the Property. The County shall pay, as Additional Rent, upon receipt of the Landlord's statement and receipts, but in no event more than thirty (30) days after receipt of Landlord's statement, County's Proportionate Share of any increase in the said Real Estate Taxes over the Real Estate Taxes assessed against the Property of which the Premises are a part attributable to the "Base Year." The "Base Year" is the calendar 2016 year. The Landlord's statement must contain copies of Real Estate Tax bills for the Base Year as well as the tax year for which the payment is required. A true-up of overpayment or underpayment on account of Real Estate Taxes shall occur, similarly as to Operating Expenses, after any year-end reconciliations have been completed by Landlord.

b) Real Taxes Defined. The term "Real Estate Taxes" means all ad valorem property taxes and assessments, general and special, levied or imposed by appropriate taxing authorities with respect to the Property subject to the provisions of Section 5(c) and the following. If the system of real estate taxation is altered or varied or any new tax or levy is levied or imposed by an appropriate taxing authority, the new tax or levy will be included within the term "Real Estate Taxes."

c) County shall pay, monthly in advance, amounts invoiced by Landlord on account of Landlord's estimate of County's obligations on account of Real Estate Taxes for the applicable calendar year.

d) County's Proportionate Share. The County shall pay to Landlord, within thirty (30) days after receipt of Landlord's statement, the County's Proportionate Share of increases in Operating Expenses over Base Year Operating Expenses or over the Base Year for Real Estate Taxes, as applicable, as Additional Rent, which share shall be the rentable square footage of the Premises from time to time divided by 188,444, the deemed rentable square footage of the Building. County's Proportionate Share for each Premises is as follows:

Premises A: 12.15%

Premises B: 10.15%

Premises C: 17.61%

Premises D: 13.79%

7. TENANT IMPROVEMENTS:

a) Description of Work. The County shall accept the Premises in its "where-is" and "as-is" condition, with the exception that Landlord shall perform, or cause to be performed, all modifications to the existing condition of the Premises ("Tenant Improvements") as shall be described in construction drawings and specifications ("CDs") to be prepared by Landlord's architect on the basis of the space plans attached to this Lease as Exhibit B. The CDs shall not require any construction whose completion cannot reasonably be expected to require more than fourteen (14) weeks from issuance of a building permit, but any cost of Tenant's Improvements in excess of the sum of sixty and 00/100 dollars (\$60.00) per rentable square foot of the applicable portion of the Premises (less 2,500 rentable square feet in the case of Premises B containing the dental clinic hereinafter defined) plus in the case of Premises B, \$275,000.00 (amounts in excess of that sum being the "Excess Cost") shall be paid by County within thirty (30) days of invoice. A contingency for the Excess Cost has been appropriated by the County, but the County's obligation to pay the Excess Cost is expressly contingent upon the County's prior written approval to (i) undertake the scope of work requiring the Excess Cost and (ii) the amount of the Excess Cost. The "cost" of Tenant's Improvements shall be all charges for architectural and engineering services for preparing all CDs (but not the test fit plans), all costs of permits or expediting or impact fees or other requirements of governmental authority to be paid or incurred to permit the Tenant Improvements to be performed, and all construction manager, general contractor and all subcontractor charges, and shall be determined separately for each of the four phases. The build out with respect to County's dental clinic (~7,000 rsf) shall be

consistent with the County's dental clinic at 1335 Piccard Drive, Rockville, MD 20850.

Landlord shall not be responsible for the purchase of furniture, fixtures or equipment for the dental clinic. The Tenant Improvements shall be completed in accordance with the mutually agreed upon "Space Plans" and "Scope of Work" attached hereto and made a part hereof as Exhibit "B" and Exhibit "C" respectively, which the County has reviewed and approved as evidenced by its signature as further described in the CDs, which Landlord shall submit to County, to confirm approval. The County shall, within five (5) business days (i.e. days on which the County is open for the conduct of its business) of receipt of Landlord's submittal of the CDs, give notice to Landlord of either County's approval of the CDs or of any errors therein or any inconsistencies between them and the Space Plans and the Scope of Work. To the extent County shall not have given notice of any errors or inconsistencies in the CDs, within such five (5) business days, such CDs shall be deemed to have been approved. If the County gives notice of any errors or inconsistencies between the CDs and the Space Plans and Scope of Work within five (5) business days, Landlord's architect shall correct such errors and the County shall have an opportunity to review resubmitted CDs for an additional five (5) business day period (and if the County shall fail to give notice of any errors or inconsistencies within such five (5) business days, the CDs shall be deemed approved, and this process shall continue until the CDs are approved (or deemed to be so)). Once the CDs are approved, Landlord shall give County notice of any Excess Cost together with a breakdown by trade of the cost of Tenant Improvements as shown on the CDs. If there shall be any Excess Cost which County does not approve, County shall, within five (5) business days of receipt of the Excess Cost, identify changes in the CDs to reduce the Excess Cost or eliminate the same, as the County shall elect, whereupon the CDs as so changed shall be the approved CDs; in the absence of disapproval within such five business day period, the Excess Cost (if any) shall be deemed approved. Landlord shall construct all Tenant Improvements and Landlord Work (hereinafter defined) in accordance with all applicable

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American Disabilities Act (“ADA”) codes, fire, life safety codes, and any federal, state and local codes for the Building and the Building’s common areas, land and parking areas. Costs attributable to common areas of the Property due to rules and regulations of governmental authority unrelated to the Tenant Improvements or Landlord Work shall not be included to determine any Excess Costs. The County shall notify Landlord of any construction deficiencies in the Tenant Improvements within thirty (30) days after the applicable Lease Commencement Date, and Landlord shall within thirty (30) days repair any such deficiencies. Landlord may deliver possession of the Premises to the County subject to customary punch list items to be completed after the applicable Lease Commencement Date. Landlord shall deliver the Premises to the County broom clean in compliance with applicable laws relating to the Tenant Improvements and with all systems existing as of the date hereof in good working order. The date of delivery of each of Premises A, B, C, and D shall be the applicable “Lease Commencement Date”.

b) Change Orders. County shall pay for the cost of any change orders that it causes (i.e. the County modified a build out prerequisite or changes to any CDs after County’s approval or deemed approval thereof). Except as provided in the preceding sentence, the County shall not be liable for any costs arising from change orders that occur as a result of regulatory oversight and/or omission (i.e. DPS, WSSC, ADA, etc.), and/or Landlord or its architect or engineer, or contractor error. However, Landlord, at Landlord’s sole cost and expense, shall allow County change orders not exceeding \$3.00/rsf of the Premises less 2,500 rentable square feet attributable to the dental clinic. This \$3.00/rsf allowance is not included in the \$60.00/rsf Tenant Improvement allowance. No change orders shall be permitted without Landlord approval, which shall not be unreasonably, withheld or delayed. However, Landlord need not approve any change order which may cause a material delay of a Lease Commencement Date but it shall use reasonable efforts to minimize delays due to change orders.

c) Unused Tenant Improvement Allowance. Any residual Tenant Improvement allowance not utilized toward the build out may be applied to the following County items: data/cabling, fiber connectivity, physical moving costs, PBX/Gateway systems, and FF & E or the generator described in Section 35. Such costs must be invoiced to Landlord for reimbursement on or before the date (the "Transaction Cost Calculation Date") which is nine (9) months after the third Lease Commencement Date (absent invoice by such date, such residual amount shall be Landlord's property). None of the residual Tenant Improvement allowance can be used towards Rent abatement. County may, at any time after the Transaction Cost Calculation Date, request that Landlord provide an accounting of Transaction Costs (as defined in Section 26), in which case Landlord shall provide such accounting within thirty (30) days.

d) Selection of Contractors. Landlord shall competitively bid the project out to three (3) construction managers. Landlord and the County shall mutually agree on the three (3) construction managers to bid on the project, but County must give Landlord a reason not to approve any construction manager within five days of any request by Landlord for such construction managers to be a bidder. The construction manager or general contractor shall competitively bid each trade involved in Tenant's Improvements.

e) Architectural Services for the Premises. Architectural services to prepare CDs will be provided by Landlord and the cost thereof shall be included in the cost of Tenant Improvements. In no way does the County's approval of CDs indicate that the County represents that Landlord and/or its architect shall have abided by all of the applicable governmental laws and codes. The County's approval signifies concurrence in principal to the design and layout of the build out (i.e. sizes of offices/other rooms, general layout, etc.).

f) Space Plan. Landlord, at Landlord's expense, authorized Landlord's architect to perform a test fit to determine the scope of work for budget pricing purposes. It is mandatory that the Landlord's architect visits and assesses all the County's current facilities prior to creating the

test fit plans, and the County confirms that the architect has made all such visits prior to the date of this Lease.

g) Permits. The Landlord, at its sole cost and expense, shall be responsible for obtaining the construction permit and final inspections for the Tenant Improvements from the City of Rockville for the Premises. If required, the County shall execute any affidavit and shall otherwise cooperate with Landlord to enable it to obtain the use and occupancy certificate following completion of each portion of the Tenant's Improvements, and the County shall be responsible for any other permits or licenses necessary for its lawful occupancy of the Premises.

h) Early Access. Landlord grants permission to the County to enter the Premises thirty (30) days prior to the applicable Lease Commencement Date for the sole purposes of installing equipment, furniture, fixtures and related cabling therein, provided the County does not materially interfere with the completion of the Tenant Improvements. All such periods of early access shall be coordinated with Landlord and/or its agents and the general contractor.

i) Landlord Work. Landlord, at Landlord's sole cost and expense, shall refurbish the existing entrance in the back of the building for the use for the County, its employees, contractors, clients, etc. Landlord, with County input, shall design an entrance suitable for the rear of the building. Such entrance construction shall not be attributed to the County's \$60.00/rsf Tenant Improvement allowance.

j) Delays. If the first Lease Commencement Date does not occur by the date which is five (5) months after approval of CDs for Premises A (including approval of any Excess Cost) by County, as such date may be extended for any delays caused by County or any events of force majeure (collectively, "Excused Delays"), County may, and if the first Lease Commencement Date does not occur by the date eight (8) months after the CDs for Premises A have been approved by County, Landlord may, elect to terminate this Lease by notice to the other not later than thirty (30) days thereafter in which case this Lease shall terminate on the date of such

notice. Either party may terminate this Lease if the last Lease Commencement Date shall not occur on or before December 31, 2020.

k) Tenant Construction Delay. If the County's actions cause a delay in the construction of Premises A, B, C or D, the Landlord may deduct a day of rental abatement for each day of delay and consequently accelerate the applicable Rent Commencement Date one day for each day of delay. Per the Landlord's request, the general contractor for the respective build outs must document what changes and/or directives the County executed that impeded the construction of the respective Premises and must identify the amount of additional construction time such changes and/or directives caused ("County Delay Time"). The Landlord may use the County Delay Time in its application of the rental abatement penalty and acceleration of the applicable Rent Commencement Date(s).

8. PARKING: The County is allocated (for the entire Lease Term) up to three and five tenths (3.5) parking spaces in the Building's parking facilities (garage plus surface parking) per one thousand (1,000) square feet of rentable floor space in the Premises. Parking (both garage and surface parking) is free and unreserved for the duration of the County's tenancy in the Building. The Building has 586 Garage Spaces and 75 Surface Spaces described below. Included in (i.e. not in addition to) the parking ratio, the County shall receive [45] reserved parking spaces at no separate charge, in the parking garage. It is understood and agreed that Landlord assumes no responsibility and shall not be held liable for any damage or loss to any automobiles parked in the Property's parking facilities or to any personal property located therein, or for any injury sustained by any person in or about such parking facilities unless the Landlord, Landlord's employees and/or Landlord's contractors were solely negligent in the maintenance of the parking facilities.

The Landlord and County shall work to create a surface parking area in the rear of the Building so that the County can offer these spaces to its clients. Landlord, at its sole cost and expense, shall remove the gates at rear of the building. The County, at no charge, shall have access, together with others, (as part of its parking ratio, not beyond such ratio), to the 75 surface spaces in the rear of the building for its clients; such spaces count toward the ratio above.

9. USE: The County covenants and agrees that said premises shall be used and occupied by the Montgomery County Government as general government offices, offices that serve the community 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.

10. PROPERTY DAMAGE AND LIABILITY INSURANCE:
COUNTY.

a) The County shall obtain and maintain, during the full term of this Lease and any extension thereof, a policy of public liability insurance with bodily injury limits of \$200,000 (two hundred thousand dollars) for injury (or death) to one person, \$500,000 (five hundred thousand dollars) per occurrence, and property damage insurance with a limit of two hundred thousand dollars (\$200,000). The County shall have the right to self-insure. The County is a member of the Montgomery County Self-Insurance Program; Article 20-37 of Montgomery County Code restricts the legal defense fund to members of the Fund and does not allow for outside entities. The certificate of insurance evidences limits of insurability for general liability coverage in the amounts of \$500,000 aggregate and \$200,000 each occurrence and \$30,000 per person, \$60,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for worker's compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act Maryland Annotated Code 1994,, 1986 MD. Ann. Code, Cts & Jud. Proce. Sec. 5-301 et seq. (2002 Repl. Vol) as amended. This membership must

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be maintained continuously by the County during the full term of this Lease and during any Extended Term. County and Landlord hereby waive any right of subrogation against the other to the extent that the liability arises from a cause covered by the insurance and only to the extent of the insurance proceeds recovered, and provided that the Parties' insurance policies permit such a waiver (the "LGTCA"). If the LGTCA is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

b) The County agrees that it will not keep in or upon the Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event the County's occupancy causes any increase in the insurance premiums for the Premises or any part thereof, then the County shall pay the additional premiums as they become due. Throughout the term, the County shall maintain all-risk property insurance on the value of all tenant furniture, fixtures and contents on the Premises.

c) The County will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Premises, or the occupancy or use by the County of the Premises or any part thereof, or the County's use of the exterior areas provided by Landlord for the comfort and convenience of the County, occasioned wholly or in part, to such extent, by any act or omission of the County, its agents, contractors, or employees except to the degree such claims arise out of the wrongful acts or omissions of the Landlord, Landlord's agents, and employees. Landlord shall provide to the County within 30 days of the receipt thereof, notice of any and all claims under which Landlord will rely on this indemnification. The County shall indemnify the Landlord against any penalty, damage or charge incurred or imposed by reason of the County's violation of any law or ordinance.

d) Notwithstanding anything in this Lease to the contrary, the County further agrees that all personal property in the Premises shall be and remain at the County's sole risk, and the Landlord shall not be liable for any damage to or loss of such personal property except to the degree damage arises out of the wrongful acts or omission of the Landlord, Landlord's agents, contractors or employees.

e) 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.

f) Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2002) Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2003 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable. Any increases in any caps shall apply to this Lease automatically.

LANDLORD.

- a) The Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of at least two million dollars (\$2,000,000) including fire legal liability and, contractual liability, and bodily injury.
- b) The Landlord shall provide an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable value of the Building, less

footings and foundations and subject to deductibles. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage.

c) The Landlord shall provide a certificate of insurance or other reasonable documentation evidencing the coverage hereinabove described within thirty (30) days from the execution of this Lease.

d) The Landlord will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and /or damage to property arising from or out of any occurrence upon or at the Premises, or the occupancy or use by the Landlord of the Premises or any part thereof including exterior areas, to the extent caused by any wrongful act or omission of the , its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees. The County shall provide to Landlord within 30 days of the receipt thereof, notice of any and all claims under which County will rely on this indemnification. The Landlord shall indemnify the County against any penalty, damage or charged incurred or imposed by reason of the Landlord's violation of any law or ordinance.

11. ACCESS: County will allow Landlord or Landlord's agents to have access to the Premises upon reasonable notice (except such access shall not require notice in the event of emergency) to 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 Premises to prospective Tenants during the 12 months preceding expiration of the term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County; provided, however, Landlord shall not unreasonably interfere with County's use of the Premises. Landlord

shall provide controlled access to the front and rear entrances to the Building, and at least one elevator in operation at all times.

12. SERVICES: Landlord, as part of Operating Costs, shall provide full service maintenance including but not limited to all utilities for normal office use maintenance and repairs, trash removal and pest control within the Premises. Landlord, as part of Operating Costs, shall provide janitorial services within the Premises, after 5:00 P.M., Monday through Friday, except holidays. Landlord shall be responsible for cleaning the common area and the outside building areas including sidewalks, walkways, and pavement areas, keeping same free and clear of snow and ice. The Landlord shall also provide trash receptacles in the Building and an area for recycling. Part of the janitorial service shall include having the carpets shampooed semi-annually and have spot cleaning for unexpected accidents. The janitorial cleaning specifications have been attached hereto as Exhibit F.

The Landlord shall also make all necessary maintenance, repairs and replacements to all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains, all exterior walls, interior columns, windows, interior concrete slabs, and the foundation.

Landlord shall use all reasonable efforts to minimize the duration of any interruption of any services or repairs to be performed or provided by Landlord. Notwithstanding the foregoing, if due to Landlord's default or negligence, the Premises or any portion thereof are unusable by County for a period of more than three (3) consecutive business days (or five calendar days, whichever is less) following notice from County complying with the last sentence hereof due to (i) a lack of any of water, sewer, elevator service, access or electricity or (ii) the failure by Landlord to perform repairs which Landlord is obligated to perform, and (iii) County shall, concurrently with the giving of such notice, discontinue use of the Premises or the portion thereof which is unusable as a result (other than for sporadic purposes such as salvage, security or retrieval of property), then as County's sole remedy (except as provided in the following {B1921703; 3}

paragraph), the Base Monthly Rent and Additional Rent on account of Operating Expenses and Real Estate Taxes shall be equitably abated for such portion of the Premises rendered unusable for the period commencing on the expiration of such three (3) business or five (5) calendar day period (as applicable) and ending on the date that the Premises (or such portion) is rendered usable. If more than fifty percent (50%) of the Premises is rendered unusable, and if County shall vacate the entire Premises, then the aforesaid abatement shall be a full abatement. Any notice from County pursuant to the first sentence of this paragraph shall expressly state that the failure of Landlord to cure any claimed default timely shall give rise to County's rights of rent abatement.

If, due to Landlord's default or negligence, County is entitled to an abatement pursuant to the preceding paragraph and (i) such abatement shall have continued for more than thirty (30) consecutive days, (ii) a material portion of the Premises shall have been rendered unusable, and (iii) Landlord shall not be prosecuting a cure of such default with diligence, then County, at its option, may, upon not less than three (3) days' prior notice to Landlord and subject to the provisions of the following paragraph, in addition to County's remedy under the preceding paragraph, in a commercially reasonable fashion (and without interfering with any other tenant of the Building or affecting any portion of the Building other than the Premises), cure such default. Landlord shall reimburse County for the reasonable costs plus a 3% administration fee incurred by County to effect such a cure within thirty (30) days after delivery to Landlord of reasonable documentation describing the work performed by County, together with supporting invoices.

13. HVAC: Landlord agrees to maintain, repair or replace the existing heating, ventilation and air conditioning system. The air conditioning shall be so balanced as to provide a temperature range between 72 and 78 degrees under conditions in which similar buildings in the Rockville, Maryland submarket maintain such temperatures ("Conditions"). The heating shall be
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so balanced as to provide a temperature range between 68 and 72 degrees under the Conditions. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements. Landlord agrees to provide heating and air conditioning to the Premises 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 until 1:00 pm on Saturdays, exclusive of legal County, State or Federal holidays. Should the County require HVAC services beyond the hours set forth above, Landlord will furnish such additional service at the then-prevailing hourly rate, as established by Landlord from time to time, provided that the County gives Landlord no less than twenty-four (24) hours advance written notice of the need therefor. The current after hours charge is Fifty and 00/100 Dollars (\$50.00) per hour, per floor.

14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

(a) County will not make any alterations, additions, or improvements of any kind to the Premises without the Landlord's written consent, which consent shall not be unreasonably conditioned, delayed, or withheld with respect to non-structural alterations not visible from outside the Premises (as to structural alterations or those visible from outside the Premises, such consent shall be subject to Landlord's discretion, but exercised in good faith). County shall provide Landlord with plans and specifications of said work. County agrees to reimburse Landlord for all reasonable costs incurred by Landlord in reviewing County's proposed alterations, additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve County's contractor, and such approval shall not be unreasonably conditioned, delayed or withheld. Upon receipt of Landlord's written approval of the County's plans and specifications, County may proceed to perform the work at County's expense, or at County's option, County may request that Landlord perform said work at County's expense and at negotiated prices. County shall pay for any work performed by Landlord on County's behalf after inspection by County and within

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thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by County, as Additional Rent hereunder.

(b) All alterations, additions, or improvements made by either of the Parties upon the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of the term unless Landlord requires County to remove such property at the time Landlord approves installation of such improvements, in which case County shall on or before expiration or earlier termination of the term remove same and restore the affected area to the condition existing prior to installation. County shall, with Landlord's written consent, which shall not be unreasonably conditioned, delayed, or withheld, have the right to install any furniture or office machinery necessary in the conduct of its business within the Premises, and the same shall remain the property of the County, and shall be removed by County upon the expiration or sooner termination of the term.

(c) Landlord will not be required to approve any construction, alterations or additions requiring unusual expense to readapt the Premises to normal office use upon Lease termination or increasing the cost of construction, insurance or taxes on the Building or of Landlord's services called for by this Lease unless 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 Building unless Landlord identifies, at the time of approval, any such changes or additions which it shall require Tenant to remove, as provided above.

15. NOTICE OF DEFECTS: County shall provide Landlord with prompt notice from discovery of accidents on or damages to the structure, equipment, or fixtures of the 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.

16. ASSIGNMENT AND SUBLEASING: The County shall have the right to assign this Lease only to other Montgomery County agencies and/or sublet the entirety of the Premises only to other Montgomery County agencies with the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed. County may not otherwise assign its interest hereunder or sublease all or any part of the Premises, but County may permit parties having contracts with the County to occupy portions of the Premises so long as such areas are not separately demised from areas occupied by the County. No assignment shall release the County from any of its obligations under this Lease, and County shall remain primarily liable therefor regardless of any assignment.

17. COUNTY'S COVENANTS: County covenants and agrees:

- (a) To pay the Rent as provided in this Lease to Landlord subject to Section 26. Non-Appropriation.
- (b) Not to strip or overload, damage or deface the Premises or hallways, stairways, elevators or other approaches thereto.
- (c) Not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, 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 Premises without Landlord's consent thereto, 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 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, except that County shall not place any signs or other materials visible from outside of the Premises except as provided in Section 34. County shall remove, at

County's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flag poles, or the like not consented to in writing.

(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.

(g) To keep the 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 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 County's Permitted Uses.

(h) To keep all of County's employees working in the Premises covered by worker's compensation insurance in statutory amounts and to furnish Landlord with a current certificate thereof. County reserves the right to self-insure.

18. DESTRUCTION OF PREMISES: In the event of damage or destruction of the Premises by fire or any other casualty, this Lease shall not be terminated except as hereinafter provided, but the 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 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 herein. If the condition is such as to make the entire Premises "Untenantable", then Rent which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Premises have

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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 Premises are partially damaged or destroyed, then during the period that County is deprived of the use of the damaged portion of said Premises, County shall be required to pay Rent prorated to reflect that portion of the Premises which continues to be "Tenantable" and appropriate for 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, to the extent that the time to repair or restore the Premises or the Building exceeds six (6) months, Landlord may terminate this Lease, by giving County a written notice of its intention to terminate within sixty (60) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Premises or any portion of the Building of which they are a part.

19. DELIVERY OF THE PREMISES: County covenants at the expiration or other termination of this Lease to remove all goods and effects from the Premises not the property of Landlord, and to yield to Landlord the Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to 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 County is not herein expressly made liable excepted. If an Additional Generator shall be installed, Landlord may elect either (i) to require the County to surrender it to Landlord at the expiration or earlier termination of this Lease, whereupon County shall be deemed to have conveyed title to the Additional Generator to Landlord free and clear of any liens or encumbrances, or (ii) to require County to remove the Additional Generator from the Property on or before such expiration or earlier termination.

20. DEFAULT:

a) By County. In the event that any installment of Rent shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, or if County or 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 County from Landlord specifying the default, then at the option of Landlord, Landlord may terminate this Lease and proceed to recover possession under the laws of the State of Maryland and damages due to such breach and termination, subject to Section 26. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland. It is understood, however, that the County shall be entitled to the foregoing notice and opportunity to cure or contest any claimed violations to the full extent provided by federal, state or local law.

b) By Landlord. In the event that the Landlord or its 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 either otherwise provided herein on as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County or its assigns specifying the default, then the County or its assigns, at County's option, may specifically enforce Landlord's obligations hereunder and the County may exercise any legal remedy available to compel performance by Landlord, including by injunction, but in no event shall Landlord be liable to County for any indirect or consequential damages. It is understood, however, that Landlord shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations as to the full extent provided by federal, state or local law.

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

21. HOLDOVER: If the County fails to surrender possession of the Premises in the condition required by Section 19 or to perform its obligations under Section 14(b) on or before the expiration or sooner termination of the term (a "Holdover"), then in that event, County shall, by virtue of this agreement become a tenant by the month (i.e. such tenancy to be terminable by either party by notice to the other not less than thirty (30) days in advance) at a Base Monthly Rent which is one hundred twenty-five percent (125%) of the Base Monthly Rent applicable to the last month of the term ("Prior Rent"), and otherwise subject to the terms, covenants and conditions herein specified, commencing said monthly tenancy with the first day next after the end of the term.

Notwithstanding anything to the contrary contained above, provided that County gives Landlord no less than twelve (12) months prior written notice of its intent to holdover, which notice shall indicate the number of months (not to exceed six (6) months) it shall holdover beyond the then expiration of the term, for the first six (6) months of the holdover period, County's holdover rent shall be an amount equal to one hundred ten percent (110%) of the Prior Rent, and otherwise subject to the terms, covenants and conditions herein specified.

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

23. 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 except as otherwise provided herein, will promptly comply with, observe and
{B1921703; 3}

perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the term.

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

25. 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, sexual orientation or genetic status.

26. NON-APPROPRIATION: Landlord acknowledges that the County has appropriated funds only for payment of Rent for the first year of the term of this Lease. Landlord further acknowledges and agrees that the County's obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the County. The term County, as used herein, includes the County Executive, the County Council, and all County employees and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the County's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim against the County for unpaid rent or other damages which occur after the date of non-appropriation, if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any
{B1921703; 3}

express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County to appropriate funds. Landlord does not waive any claims which arise from the County's performance of its obligations under the Lease prior to the date of non-appropriation.

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

The County's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The County shall give the Landlord notice, in writing, seven (7) business days after the County makes a final decision not to appropriate funds sufficient for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay Rent and will state the date by which the County will vacate the Premises.

To protect the Landlord's investments in the Tenant Improvements and brokerage commissions if this Lease is terminated under this section due to non-appropriation, the County agrees to pay Landlord a termination fee equivalent to Landlord's unamortized transaction costs ("Transaction Costs"); and in furtherance thereof shall execute five (5) separate promissory notes in substantially the forms provided in Exhibit G to confirm the County's obligation to make such payment. "Transaction Costs" shall include (i) the cost to Landlord of performing the Tenant Improvements (less any Excess Cost paid by County) and (ii) the brokerage commissions incurred in connection with this Lease. County shall execute and deliver to Landlord a promissory note in the form of Exhibit G-1 upon execution of this Lease. County shall execute and deliver to Landlord four (4) additional promissory notes in the form of Exhibit G-2, in an amount equal to the cost to Landlord of performing the Tenant Improvements for each of

{B1921703; 3}

Premises A, B, C, and D, upon each of the four Lease Commencement Dates. Landlord shall provide a final accounting of all Transaction Costs within sixty (60) days after the last Lease Commencement Date. The County's obligation to pay the termination fee shall not be contingent on appropriation of funding for such purpose in future years during the initial Term, and shall survive termination of this Lease.

Landlord acknowledges and agrees that, at the end of the initial Term (absent any early termination), the County's obligations under the promissory note are fulfilled and no further funds or actions shall be required of the County irrespective of whether Landlord marks the promissory note "paid and canceled" and returns it to the County. County represents that it has appropriated funds sufficient to pay all Transaction Costs.

27. 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. County represents that it has not dealt with or engaged any broker in connection with this Lease other than Landlord's broker, Avison Young, and County shall defend and indemnify Landlord against any party claiming a commission arising out of this Lease due to any dealings with County, other than Avison Young.

28. 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.

29. CONDEMNATION: In the event that the Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Premises are a part is taken or
(B1921703; 3)

condemned for public use or purpose by any competent authority, or if any access or parking areas are taken 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; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation and the 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 equipment installed by County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken. If a portion of the Premises is so taken but this Lease is not terminated, Base Monthly Rent shall be abated equitably based on the portion taken as compared to the Premises prior to such taking.

30. GENERAL PROVISIONS:

a) 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.

b) Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and County shall have all rights and remedies granted by Law or in equity. Failure by Landlord or 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: The provisions of this Lease shall be governed by the laws of the State of Maryland. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

d) The term "Landlord" shall be limited to mean and include only the owner or owners at the time in question of Landlord's interest in the Property, and in the event of any transfer or transfers of such title to the Property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently free and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective period of ownership of such interest in the Property.

31. SUBORDINATION AND ESTOPPELS: Landlord shall have the absolute right to encumber the Premises set forth in this Lease and the Lease, at the option of Landlord, shall be subordinate to such encumbrance or encumbrances. County agrees to sign an agreement substantially in the form attached hereto as Exhibit "E" within twenty (20) business days after Landlord's written request, provided that any other agreement for such subordination (i.e. other than as set forth on Exhibit E) shall be upon the express condition that the Lease shall be recognized by the holder of the encumbrance and the rights of County shall remain in full force and effect during the term or any extension thereof subject to customary limitations. In the event of a sale or transfer of the title to the aforesaid land and premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any first deed of trust or mortgage to

secure purchase money. The County agrees to execute subordination documents stating that the Lease is subordinated subject to the conditions in this Paragraph.

This Lease is subject and subordinate to all prior recorded encumbrances on the Property. In addition, County shall, from time to time, execute and deliver to Landlord, within fifteen (15) days of request, so-called estoppel certificates, in commercially reasonable forms prepared by Landlord, addressed to such parties as Landlord shall identify.

32. 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 representative, successors and assigns.

33. WAIVER OF JURY TRIAL: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of monies due hereunder, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction in Montgomery County, Maryland without a jury.

34. SIGNAGE: Landlord, at Landlord's cost, shall provide Tenant with building standard suite entry signage and a listing on the Building directory in the Building's main lobby. Exterior Building Signage may be available subject to Montgomery County, City of Rockville and Landlord approval. The County shall submit design drawings for Landlord's review and approval. County, at County's sole cost and expense (County may utilize its Tenant Improvement allowance in which case any costs shall be included as part of the cost of Tenant's Improvements), shall work with the Landlord to provide the County with directional signage that the County deems necessary. Any and all signage is predicated on Landlord's approval and abiding by all necessary permits and rules and regulations of the applicable governmental municipality. Landlord shall have sole discretion whether to approve or not approve any signs, but Landlord shall make any such determination in good faith.

35. **BACK-UP GENERATOR:** Landlord shall allow the County to tap into the existing back-up generator at the Building. Landlord offers the County the following back-up generator:

-**Make:** Generac
-**Model #:** 3606060300
-**Serial #:** 2075618 **Size:** 20KW
-**Rated:** 25KVA **Volts:** 102/208 **Phase:** 3 **HZ:** 60

County shall have access to the generator and shall not be charged a monthly rental fee and Landlord shall cause the generator to be in working order on or about the Lease Commencement Date for Premises A. However, the County shall be charged for all fuel and other costs of usage and all costs of maintenance and repair. Landlord shall not be liable to County should the generator fail, nor shall Landlord be required to replace it if it ceases to operate properly. Also, Landlord shall permit the County, at the County's sole cost and expense, to install an additional back-up generator (the "Additional Generator") at a location on the Property reasonably determined by Landlord and provided such installation complies with all laws, rules, regulations and ordinances and Landlord's customary requirements for such installation. If Tenant does so install an Additional Generator, all maintenance and repair shall be performed by Landlord and County shall reimburse Landlord for all fuel and other costs of usage and all maintenance and repair costs during the term of this Lease.

36. **RIGHT OF FIRST OFFER:** Subject to rights of any parties as of the date of this Lease (each a "Superior Tenant"), the County shall have an ongoing right of first offer on any contiguous space in the Building if any such space becomes available for releasing during the term. Promptly after learning of the availability of any such space and of any applicable Superior Tenant's failure to exercise its prior right(s) to lease such space, Landlord shall give County written notice of same offering to lease such space to County on the same terms and conditions under which Landlord would otherwise be willing to lease such space to a third party. Should County wish to exercise its right of first offer, it shall forward written acceptance notice

to Landlord within fourteen (14) days after Landlord's offer notice is effective pursuant to Section 38. Promptly following Landlord's receipt of County's acceptance notice, Landlord shall prepare and forward to County a lease or lease amendment incorporating such additional space into the Premises on the applicable terms and conditions set forth in Landlord's notice. In the event County fails to accept Landlord's offer within such fourteen-day period, Landlord shall be free to lease such space to any third party on such terms and conditions as may be agreed upon as a result of negotiation with such third party.

37. OPTION TO PURCHASE: If Landlord intends, during the term of this Lease, to solicit offers, or to accept an unsolicited offer, to purchase its fee interest in the Property, Landlord first shall offer to sell it to County. If County shall elect to accept such offer, it shall give Landlord notice of such election within thirty (30) days after Landlord's offer. If County elects to accept such offer within such thirty (30) day period, Landlord and County shall, for a period of thirty (30) days after the date of County's election, engage in good faith negotiations of a mutually acceptable purchase and sale agreement incorporating such terms and conditions as shall be contained in Landlord's offer. In the event County fails to accept Landlord's offer within such thirty (30) day period, or the parties, having negotiated in good faith, fail to execute and deliver a mutually acceptable purchase and sale agreement within such thirty (30) day period, or County shall breach its obligations under such purchase and sale agreement, then County shall have no further rights hereunder and Landlord shall be free to accept an offer and/or enter into an agreement to sell and/or to sell at any time to any party on any terms. County's rights under this paragraph shall be limited to any intended or prospective sale of the Property individually but shall not include (i) a sale as part of a sale (or series of sales) involving another or other properties of at least equal value, singularly or collectively, to the Property; (ii) any transfer in connection with any financing (or a foreclosure sale or deed in lieu thereof); (iii) a transfer to any entity that is (w) a successor to Landlord either by merger, consolidation or reorganization, (x) a

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purchaser of all or substantially all of Landlord's assets, (y) a subsidiary or parent of, or an entity under common control with, Landlord, or (z) a party whose property is managed by Landlord's property manager; or (iv) a sale effecting a simultaneous tax-free exchange not designed for the purpose of depriving Tenant of its rights hereunder.

38. **MAIL NOTICES:** All notices required or desired to be given hereunder by either party to the other shall be given certified or registered mail, postage prepaid, or sent by overnight mail addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

LANDLORD:

Government Properties Income Trust LLC
c/o Reit Management & Research LLC
801 Roeder Road
Suite 950
Silver Spring, MD 20910

Tel. #: 301-844-5034
Fax #: 301-495-1071

COUNTY:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

Tel #: 240-777-6083
Fax #: 240-777-7259

With a copy to:

Government Properties Income Trust LLC
c/o Reit Management & Research LLC
Two Newton Place
255 Washington Street
Newton, MA 02458
Attention: Jennifer B. Clark

With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

Notice shall be deemed effective on the date delivered to (or the first date such delivery is attempted but refused or not accepted by) the addressee.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be properly executed.

WITNESS:

By: 
Brian Wood

LANDLORD:

Government Properties Income Trust LLC

By: Reit Management & Research LLC
As Agent for the Landlord

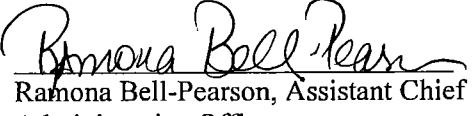
By: 
Name: Jennifer F. Francis
Title: SVP
Date: 10/1/15

WITNESS:

By: 
Julie L. White

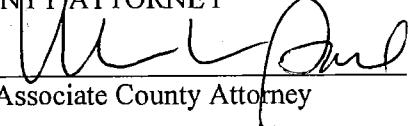
TENANT:

MONTGOMERY COUNTY, MARYLAND

By: 
Ramona Bell-Pearson, Assistant Chief
Administrative Officer

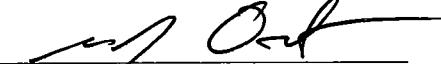
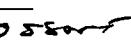
Date: 10/2/15

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: 
Associate County Attorney

Date: 10/2/15

RECOMMENDED:

By: 
Cynthia Brennenman, Director 
Office of Real Estate

Date: 10-2-2015

Exhibit 1
Floor Plan

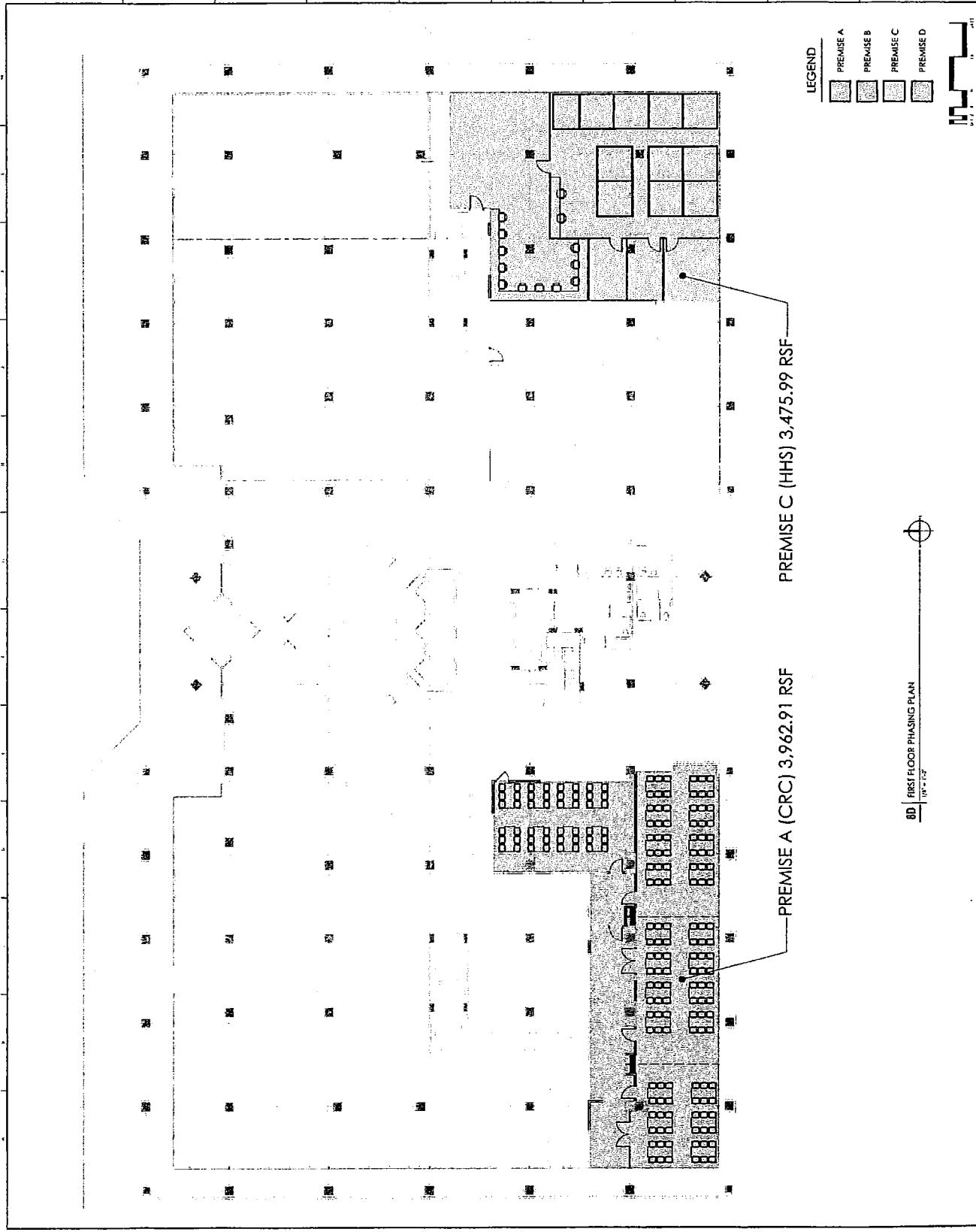


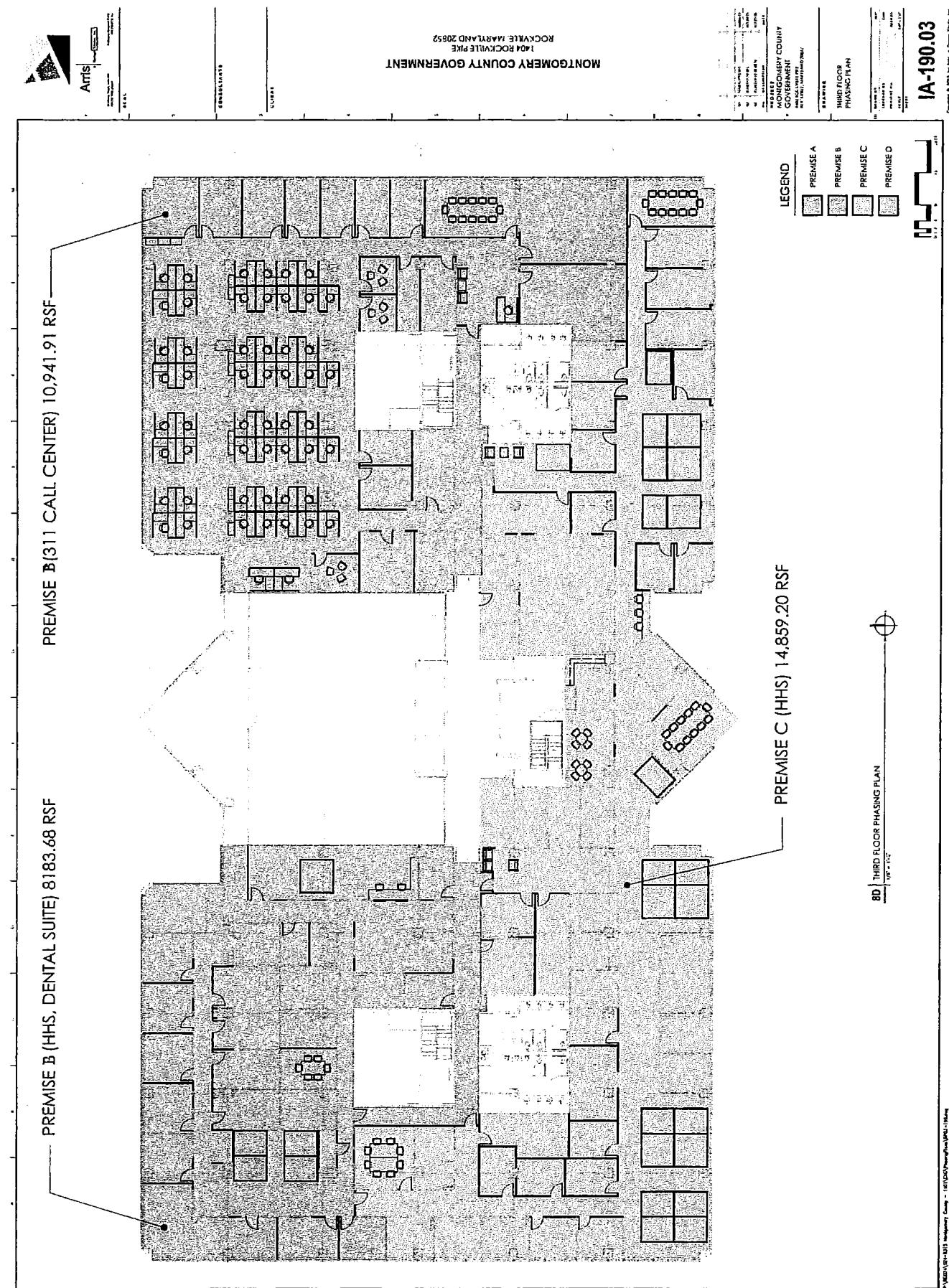
Araris

Montgomery County Government
1040 Rockville Pike
Rockville, Maryland 20852

MONTGOMERY COUNTY GOVERNMENT

IA-190.01







Arris

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CONFIDENTIAL
EX-101

MONROE COUNTY GOVERNMENT

ROCKVILLE MARYLAND 20852

**MONROE COUNTY
GOVERNMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT**

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PREMISE D (DHCA) 25,994.08 RSF

8D | FOURTH FLOOR PHASING PLAN

LEGEND _____

	PREMISE		PREMISE		PREMISE		PREMISE
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IA 1900

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Exhibit A
Description of Property

All that property situate in Montgomery County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot Numbered Two (2) in a Subdivision known as "Woodmont Place", as per Plat of Subdivision recorded in Plat Book 133 at Plat 15427, among the Land Records of Montgomery County, Maryland.

The improvements thereon being known as No. 1401 Rockville Pike.

Exhibit B
Space Plans

By: _____
Name: _____
Title: _____
Date: _____



Arris

Digitized by srujanika@gmail.com

MONTGOMERY COUNTY GOVERNMENT

ROCKVILLE, MARYLAND 20852

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IA-190,01

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PREMISE C (HHS) 3,475.99 RSF -

-PREMISE A (CRC) 3,962.91 RSF

FIRST FLOOR PHASING PLAN

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WPF View

IA-190 01

A-130.01

LEGEND

PREMISE A

PREMISE B

PREMISE C

PREMISE D

PREMISE A (CRC) 3,962.91 RSF

PREMISE C (HHS) 3,475.99 RSF

8D | FIRST FLOOR PHASING PLAN



Anis

Architects

Planners

Designers

Consultants

Client

MONTGOMERY COUNTY GOVERNMENT

ROCKVILLE, MARYLAND 20852

100 ROCKVILLE BLDG

Montgomery County Government
Rockville, Maryland 20852
100 Rockville Bldg
Second Floor
Planning/Phasing

IA-190.02

Copyright © 2010 by Anis, A Planner, Inc.

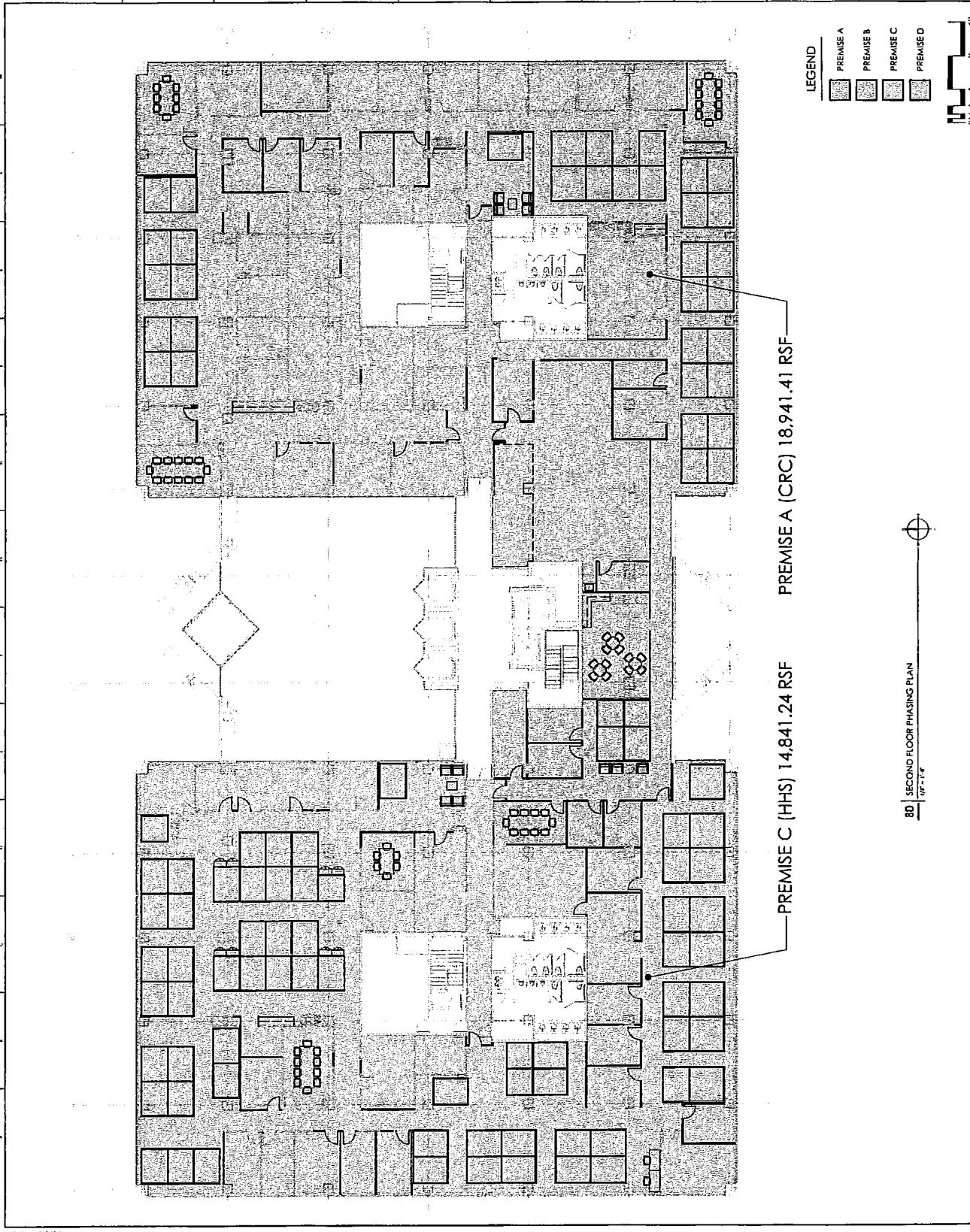
PREMISE A (CRC) 18,941.41 RSF

PREMISE C (HHS) 14,841.24 RSF

LEGEND

- PREMISE A
- PREMISE B
- PREMISE C
- PREMISE D

8D | SECOND FLOOR PHASING PLAN





Arris

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100

MONTGOMERY COUNTY GOVERNMENT 1968 BUDGET/1969 BUDGET

ROCKVILLE, MARYLAND 20852

80

The seal of the Montgomery County Government Project. It features a central shield with a plow, a sheaf of wheat, and a sheaf of tobacco. Above the shield is a crest with a plow and a sheaf of wheat. The shield is surrounded by a circular border with the text "MONTGOMERY COUNTY GOVERNMENT PROJECT" and "1935".

1996-1997
1997-1998
1998-1999
1999-2000
2000-2001

171 100.00

PREMISE 3(31) CALL CENTER 10:24:19 RSE —

PREMISE C (HHS) 14,859.20 RSF

8D | THIRD FLOOR PHASING PLAN

1

LEGEND

PREMISE A

PRÉMISE B

PRÉMISE C

אברהם

W (F3D) W (F3)

1000



MONTGOMERY COUNTY GOVERNMENT

ROCKVILLE, MARYLAND 20852

1404 ROCKVILLE PIKE

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FOURTH FLOOR PHASING PLAN

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PREMISE D (DHCA) 25,994.08 RSF

80 | FOURTH FLOOR PHASING PLAN

1

LEGEND

	PREMISE
	PREMISE
	PREMISE
	PREMISE

IA-190.04

Architectural floor plan of the fourth floor showing room layouts, door locations, and a legend for Premises A, B, C, and D.

LEGEND

- Premise A
- Premise B
- Premise C
- Premise D

PREMISE D (DHCA) 25,994.08 RSF

8D FOURTH FLOOR PHASING PLAN

Exhibit C
Intentionally Deleted

EXHIBIT D

SAMPLE ONLY

CERTIFICATE OF COMMENCEMENT

In accordance with the Lease dated _____, 2015, (the "Lease"), between **Government Properties Income Trust LLC, a Maryland limited liability company** ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("Tenant") Landlord delivers to Tenant this Certificate of Commencement (this "Certificate") dated this _____ day of _____, 2015.

Delivery

By signing below, in accordance with Section 2 of the Lease, the County acknowledges receipt of keys and hereby accepts delivery of the Premises located at 1401 Rockville Pike, Rockville, Maryland 20850 with all Tenant Improvements substantially complete, subject to completion of the punch-list of even date herewith.

Acknowledgements

The undersigned Tenant hereby certifies the following information to be true and correct:

1. The Lease Commencement Date for Premises A, B, C and D is _____, 2015, _____, and _____, respectively.
2. The Rent Commencement Date for Premises A, B, C and D is _____, 2015, _____, and _____, respectively.
3. The expiration of the initial Term is _____, 202____.
4. Tenant's Proportionate Share of the Building is _____ percent (0.00%).
5. The Base Annual Rent is \$ _____, full service.
7. The Base Monthly Rent is \$ _____, full service.
8. Landlord shall abate one hundred percent (100%) of the County's Base Monthly Rent for the first eighteen (18) months after the Lease Commencement Date for each Premises (A, B, C, & D).
9. The Amount of the Security Deposit is \$0.00.

(Signature Page Follows)

LANDLORD:

**GOVERNMENT PROPERTIES INCOME TRUST
LLC**, a Maryland limited liability company

By: Reit Management & Research LLC,
its Agent

By: _____ (SEAL)

TENANT:

MONTGOMERY COUNTY,
a body corporate and politic and a political
subdivision of the State of Maryland

By: _____ (SEAI)

Exhibit E

Subordination, Non-Disturbance, And Attornment Agreement

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 20____ among _____ (the "Lender"), _____ ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), (the Lender, the Landlord, and the Tenant together the "Parties").

RECITALS

A. Landlord and Tenant have entered into a certain lease agreement dated _____ [and amended by the First Amendment to Lease dated _____ and by the Second Amendment to Lease dated _____] (the "Lease") for the premises consisting of _____ square feet, more or less (the "Leased Premises"). The Premises are part of the property located in Montgomery County, Maryland known as Parcel _____ on Tax Map _____, commonly known as [street address], and more particularly described on **EXHIBIT A**, attached and incorporated as if fully set forth (the "Property").

B. Lender and the Landlord have represented to the Tenant that the Lender will make a loan to the Landlord in the principal amount of _____ AND 00/100s DOLLARS (\$_____) (the "Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified from time to time (the "Mortgage") and an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the Premises under the term of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement, and the payment of the sum of \$10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Subordination and Consent.** The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the Mortgage. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in performance of the terms of the Loan that Lender may, at Lender's option, demand in writing sent to the Tenant by first class mail, postage prepaid and certified mail to the address provided below, that all payments of rent and additional rent due under the Lease must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than thirty (30) days after receiving the Lender's written demand for payment of rent directly to the Lender that Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. **THE PARTIES AGREE THAT**

PAYMENTS MADE TO LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE COUNTY FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord fully indemnifies the Tenant for any such payments made under this Paragraph.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as Tenant complies with and performs all of Tenant's material obligations under the Lease, (a) the Lease will remain in full force and effect as a direct Lease between the Lender, including the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the term in accordance with the provisions of the Lease. THE PARTIES AGREE THAT IF THE LENDER OR THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the term, and the Tenant will perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. Tenant will not terminate or rescind the Lease or withhold payments of rent or additional rent under the Lease for a period of thirty (30) days following receipt of written notice from the Lender of Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If Lender acts promptly upon notice from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default Lender is unable to complete the cure within thirty (30) days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed sixty (60) days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property

securing repayment of the Loan to the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who will assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt or hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to:

If to the Landlord, to:

If to the County, to: Montgomery County Government
Department of General Services
101 Monroe Street, 9th Floor
Rockville, MD 20850
Attn: Director, Office of Real Estate

with a copy that goes to
not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the business day of hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

LENDER

By: _____

Printed Name: _____

Date: _____

Notary jurat for Lender

LANDLORD

By: _____

Name: _____

Title: _____

Date: _____

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the _____ day of _____, 20____, before me, a notary public in and for the State of Maryland, personally appeared _____, who acknowledged himself to be the _____ of the _____, a _____, and that he, as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as general partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:

TENANT
Montgomery County, Maryland
a body corporate and politic and a political subdivision of the State of Maryland

By: _____
Assistant Chief Administrative Officer

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the _____ day of _____, 20____, before me the undersigned officer, personally appeared _____, known to me to be an Assistant Chief Administrative Officer for Montgomery County, Maryland, and that he, as such Assistant Chief Administrative Officer, being authorized to do so, executed the foregoing Agreement by signing the name of Montgomery County, Maryland by himself as Assistant Chief Administrative Officer.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:

Exhibit F
Janitorial Specifications

ROUTINE WORK PROCEDURES:

Procedures and frequencies required to perform the Routine cleaning work in each area type for Reit Management & Research, LLC. Buildings are shown on the following pages. Below is an index showing the Procedure Number which applies to each area type.

For area types not covered by a Routine Work Procedure, the Property Manager will select or develop a proper Routine Work Procedure, or approve a Routine Work Procedure submitted by the Contractor.

<u>ROUTINE WORK PROCEDURE NUMBER</u>	<u>AREA TYPE</u>
1	Administrative Areas
2	Break Rooms and Lounges
3	Computer Rooms
4	Entrances, Lobbies and Corridors
5	Escalators
6	Executive Offices
7	Exercise Areas
8	Food Service Areas
9	Library Stacks and Study Areas
10	Medical Rooms
11	Meeting, Auditorium and Conference Rooms
12	Reception and Waiting Rooms
13	Record Rooms, File Rooms and Supply Rooms
14	Rest Rooms
15	Shops, Receiving Rooms and Loading Dock
16	Stairways and Elevators
17	Work Rooms, Mail Rooms and Photocopy Rooms
18	Outside Entrances, Sidewalks, and Landscaped Areas

R.W.P. NO. 1 • AREA TYPES: Administrative Offices

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Dust horizontal building ledges and furniture surfaces and fixtures.
3. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, etc.
4. Police litter from floors.
5. Damp wipe telephone bases and receivers.
6. Dust mop non-carpeted floors.
7. Spot mop non-carpeted floors. Damp mop completely if floor is soiled.
8. For carpeted floors, remove carpet stains.
9. Vacuum clean carpeted floors.
10. Rearrange furniture in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachment completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO.2 • AREA TYPES: Break Rooms and Lounges

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Dust horizontal building ledges and furniture surfaces and fixtures.
3. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, etc.
4. Damp wipe around coffee and beverage preparation areas. Clean sinks and the exterior of microwave ovens and other appliances.
5. Police litter from floors.
6. Dust horizontal building and furniture surfaces and fixtures.
7. Dust mop non-carpeted floors.
8. Spot mop non-carpeted floors. Damp mop completely if floor is soiled.
9. For carpeted floors, remove carpet stains.
10. Vacuum clean carpeted floors.
11. Rearrange furniture in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachments, completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO. 3 • AREA TYPES: Computer Rooms

TO BE PERFORMED DAILY:

1. Dust mop floors.

TO BE PERFORMED WEEKLY:

1. Damp mop floors.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, binds and shades.

NOTE: Raised composition floors in EDP and computer areas shall be damp mapped with a well wrung mop head. In EDP areas, do not bring mopping outfit into computer rooms, since spillages may damage under-floor wiring and circuitry.

Powered equipment shall not be used in EDP tape storage areas and computer rooms unless first authorized by the appropriate Department Head or the Contract Administrator.

Due to the sensitive nature of computer room areas, all work shall be coordinated with the appropriate Department Head or the Contract Administrator.

R.W.P. NO.4 • AREA TYPES; Entrances, Lobbies & Corridors

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Clean and disinfect drinking fountains and telephone stations.
3. Dust horizontal building and furniture surfaces and fixtures, including directional signs.
4. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, panels, etc.
5. Spot clean and disinfect railings and door panic bars and push plates. Polish bright metal surfaces such as railings, elevator doors, escalators, etc.
6. Wash entrance door and adjacent window glass.
7. Police litter from floors, planters, ledges, etc.
8. Dust mop non-carpeted floors. Remove gum or other insoluble substances on the floor.
9. Damp mop non-carpeted floors completely. Clean cove bases and corners if soiled. Autoscrub open and accessible areas in lieu of damp mopping.
10. For carpeted floors, remove carpet stains.
11. Completely vacuum carpeted floors, especially under furniture and in corners.
12. Clean entrance mats of both wet and dry soil. Change mats if excessively soiled.
13. Sweep outside entrances and steps leading to the building.
14. Vacuum clean elevator tracks in Elevator Lobbies on each floor. Damp clean tracks if soiled.
15. Rearrange furniture in their original positions.
16. Clean glass in floor directories.

TO BE PERFORMED THREE TIMES WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before, and dust mop after spray buffing or burnishing.
2. Bonnet shampoo the surface of soiled carpets as needed.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.
3. Dust interior and exterior of fire extinguisher cabinets.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P.NO. 5 • AREA TYPES: Escalators

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Damp dust the top and sides of the escalator, including surfaces, railings and adjacent building surfaces using a cleaner disinfectant. Clean all bright metal surfaces being sure to follow procedures recommended by Metal Maintenance Contractor.
2. Police litter from floors, planters, ledges, etc.
3. Using a powered escalator cleaner, clean the escalator treads.
4. Report any damage, vandalism, graffiti, or any malfunction of the escalator to the Building Management Office.

TO BE PERFORMED WEEKLY:

1. Using a powered escalator cleaner, clean the escalator treads.

R.W.P. NO. 6 • AREA TYPES: Executive Offices

TO BE PERFORMED DAILY: MONDAY THROUGH FRIDAY: EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Dust horizontal building ledges and furniture surfaces and fixtures.
3. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, panels, etc.
4. Damp clean telephone bases and receivers.
5. Police litter from floors, planters, ledges, etc.
6. Dust mop non-carpeted floors.
7. Damp mop non-carpeted floors completely.
8. For carpeted floors, remove carpet stains.
9. Completely vacuum carpeted floors. Using a vacuum wand and attachments, completely vacuum under furniture and in corners.
10. Bonnet shampoo the surface of soiled carpets as needed.
11. Rearrange furniture in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before, and dust mop after spray buffing or burnishing.
2. Dust vertical surfaces of furniture and ornamental wall paneling.
3. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills, and register surfaces.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO. 7 · AREA TYPES: Exercise Areas

TO BE PERFORMED DAILY · MONDAY THROUGH FRIDAY · EVENING SHIFT

1. Empty trash and ash receptacles. Clean and disinfect trash and ash receptacles. Replace all trash receptacle liners.
2. Damp dust and disinfect horizontal building ledges and furniture surfaces, fixtures and exercise equipment.
3. Spot clean and disinfect walls, partitions, and all glass or mirrored surfaces.
4. Refill paper towel dispensers.
5. Clean and disinfect wash basins, sinks and water fountains.
6. Police litter from floors.
7. Dust mop non-carpeted floors.
8. Damp mop non-carpeted floors completely using a disinfectant. Damp mop exercise mats.
9. For carpeted floors, remove all carpet stains.
10. Vacuum clean carpeted floors.
11. Rearrange furniture and equipment in its original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachment, completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.
3. Polish chrome and other bright metal surfaces using a stainless steel cleaner/polish.
4. Descaling toilet bowls and urinals using an acid bowl cleaner.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills, and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P.NO. 8 • AREA TYPES: Food Service Areas

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Empty trash and ash receptacles. Clean and disinfect trash and ash receptacles. Replace all trash receptacle liners.
2. Damp dust cleared horizontal building ledges, table tops and counters. (See "Note" at the end of this Procedure).
3. Spot clean walls, partitions, and glass surfaces. Pay particular attention to areas around trash receptacles.
4. Police litter from floors.
5. Dust mop non-carpeted floors.
6. Spot mop non-carpeted floors.
7. For carpeted floors, remove carpet stains.
8. Vacuum clean carpeted floors.
9. Rearrange furniture in its original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachment, completely vacuum carpeted floors, especially under furniture and in comers. Bonnet shampoo the surface of soiled carpets.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

NOTE: In vending areas, spot clean fronts and sides of vending machines, but not the dispensing mechanism. Tables tops in vending areas shall be cleaned daily.

R.W.P. NO.9 • AREA TYPES: Library Stacks and Study Areas

TO BE PERFORMED DAILY: MONDAY THROUGH FRIDAY: EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Dust horizontal building ledges and furniture surfaces and fixtures. Dry dust fronts of library books and visible shelf areas.
3. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, etc.
4. Police litter from floors.
5. Damp wipe telephone bases and receivers.
6. Dust mop non-carpeted floors.
7. Spot mop non-carpeted floors. Damp mop completely if floor is soiled.
8. For carpeted floors, remove carpet stains.
9. Vacuum clean carpeted floors.
10. Rearrange furniture in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachments, completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO.10 · AREA TYPES: Medical Rooms

TO BE PERFORMED DAILY · MONDAY THROUGH FRIDAY · EVENING SHIFT

1. Empty trash and ash receptacles. Clean and disinfect trash and ash receptacles. Replace all trash receptacle liners.
2. Damp dust and disinfect horizontal building ledges and furniture surfaces and fixtures, including exam tables. Do not clean medical equipment or the inside of cabinets.
3. Spot clean and disinfect walls, partitions and glass surfaces.
4. Refill paper towel and hand soap dispensers.
5. Clean and disinfect wash basins and sinks.
6. Police litter from floors.
7. Dust mop non-carpeted floors.
8. Damp mop non-carpeted floors using a disinfectant
9. For carpeted floors, remove all carpet stains.
10. Vacuum clean carpeted floors.
11. Rearrange furniture in its original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachment, completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.
3. Manually scrub ceramic or quarry tile floors around sinks and wash basins.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills, and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO.11 • AREA TYPES: Meeting Rooms, Conference Rooms and Auditoriums

TO BE PERFORMED DAILY: MONDAY THROUGH FRIDAY: EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles.
Replace soiled or torn trash receptacle liners.
2. Dust horizontal building and furniture surfaces and fixtures.
3. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, etc.
4. Damp wipe telephone bases and receivers.
5. Police litter from floors.
6. Dust mop non-carpeted floors.
7. Spot mop non-carpeted floors. Damp mop completely if floor is soiled.
8. For carpeted floors, remove carpet stains.
9. Vacuum clean carpeted floors.
10. Rearrange furniture in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachments, completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P.NO. 12 · AREA TYPES: Reception and Waiting Rooms

TO BE PERFORMED DAILY·MONDAY THROUGH FRIDAY· EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Dust horizontal building and furniture surfaces and fixtures, including directional signs.
3. Damp wipe telephone bases and receivers.
4. Spot clean building and furniture surfaces, fixtures, partitions, glass and mirrored surfaces, doors, panels, etc.
5. Police litter from floors, planters, ledges, etc.
6. Dust mop non-carpeted floors.
7. Damp mop non-carpeted floors completely.
8. For carpeted floors, remove carpet stains.
9. Completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.
10. Clean elevator tracks on each floor.
11. Rearrange furniture in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing or burnishing.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO. 13 • AREA TYPES: Record Rooms, File Rooms and Supply Rooms

TO BE PERFORMED DAILY-MONDAY THROUGH FRIDAY • EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Police litter from floors.
3. Dust horizontal building and furniture surfaces and fixtures.
4. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, etc.
5. Dust mop or sweep non-carpeted floors.
6. Spot mop non-carpeted floors. Damp mop completely if floor is soiled.
7. For carpeted floors, remove carpet stains.
8. Vacuum clean carpeted floors.
9. Rearrange furniture in its original position.

TO BE PERFORMED MONTHLY:

1. Spray buff floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachments, completely vacuum carpeted floors, especially under furniture and in corners. Clean the surface of soiled carpets.
3. Vacuum exterior HVAC ducts, grills and register surfaces.
4. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO. 14 • AREA TYPES: Restrooms

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Empty trash and ash receptacles. Clean and disinfect trash and ash receptacles. Replace all trash receptacle liners.
2. Damp dust and disinfect horizontal building and locker surfaces and fixtures.
3. Spot clean and disinfect walls, partitions, glass and mirrored surfaces.
4. Refill paper towel, toilet tissue, sanitary napkin and hand soap dispensers.
5. Clean and disinfect wash basins, sinks, toilets, urinals and shower stalls. Do not use abrasive cleaners on a routine basis.
6. Police litter from floors.
7. Dust mop non-carpeted floors.
8. Damp mop non-carpeted floors using a disinfectant. Clean any soiled grout in the cove base caused by improper mopping techniques.
9. For carpeted floors, remove all carpet stains.
10. Vacuum clean carpeted floors.
11. Rearrange furnishings in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachment, completely vacuum carpeted floors, especially under furniture and in corners. Bonnet shampoo the surface of soiled carpets as needed.
3. Manually scrub ceramic or quarry tile floors around rest room fixtures and food service appliances and equipment.
4. Descale toilet bowls and urinals using an acid bowl cleaner to remove any visible stains or mineral buildups.
5. Use a lotion cleanser to remove soap and body oil build-up on sinks.

R.W.P. NO.14 • AREA TYPES: Restrooms (cont)

TO BE PERFORMED MONTHLY:

1. Where applicable, remove floor drain covers and clean the drain thoroughly, fill trap with water.
2. Vacuum exterior HVAC ducts, grills, and register surfaces.
3. Wash all walls, partitions, doors, and other vertical surfaces in the restroom.
4. Machine scrub ceramic or quarry tile floors.

R.W.P. NO. 15 • AREA TYPES: Shops, Receiving Rooms and Loading Docks

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Police litter from floors, and remove gum or other tar like substances.
3. Dust horizontal building and furniture surfaces and fixtures.
4. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, etc.
5. Dust mop or sweep non-carpeted floors.
6. Spot mop non-carpeted floors. Damp mop completely if floor is soiled. Wash loading dock floor and platform using hose. Remove spills and use absorbent material on oily spills to prevent accidents.
7. Rearrange furniture in its original position.
8. Clean all trash dumpsters and recycle barrels.

TO BE PERFORMED MONTHLY:

1. Spray buff floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Vacuum exterior HVAC ducts, grills and register

surfaces. TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO.16 • AREA TYPES: Public Stairways and Elevators.

TO BE PERFORMED DAILY· MONDAY THROUGH FRIDAY· EVENING SHIFT

1. Dust horizontal building ledges, surfaces and fixtures.
2. Spot clean building surfaces, glass surfaces, doors, panels, etc.
3. Damp clean and disinfect stair railings, and elevator rails.
4. Polish bright metal elevator surfaces such as railings, doors, panels, etc.
5. Police litter from floors, ledges, etc.
6. Dust mop non-carpeted floors.
7. Damp mop non-carpeted floors and stair treads completely. Clean cove bases and comers if soiled.
8. For carpeted floors and stairs, remove carpet stains.
9. Completely vacuum carpeted elevator floors and stair treads.
10. Vacuum clean elevator tracks. Damp clean tracks if soiled.

TO BE PERFORMED THREE TIMES WEEKLY:

1. Spray buff or burnish elevator floors coated with floor finish. Damp mop before, and dust mop after spray buffing or burnishing.
2. Clean the surface of soiled elevator carpets as needed.

TO BE PERFORMED WEEKLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Dust interior and exterior of fire extinguisher cabinets and stand pipe stations.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

NOTE: Stairways used only for emergencies and occasional use by occupants may be cleaned less often than daily, but in no case less often than weekly.

R.W.P.N0.17 • AREA TYPES: Work Rooms, Photocopy Rooms and Mail Rooms

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Empty trash and ash receptacles. Spot clean the interior and exterior surfaces of trash and ash receptacles. Replace soiled or torn trash receptacle liners.
2. Dust horizontal building and furniture surfaces, equipment and fixtures.
3. Damp wipe telephone bases and receivers.
4. Spot clean building and furniture surfaces, fixtures, partitions, glass surfaces, doors, etc.
5. Police litter from floors.
6. Dust mop non-carpeted floors.
7. Spot mop non-carpeted floors. Damp mop completely if floor is soiled.
8. For carpeted floors, remove carpet stains.
9. Vacuum clean carpeted floors.
10. Rearrange furniture in their original positions.

TO BE PERFORMED WEEKLY:

1. Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachments, completely vacuum carpeted floors, especially under furniture, equipment and in corners. Bonnet shampoo the surface of soiled carpets as needed.

TO BE PERFORMED MONTHLY:

1. Vacuum exterior HVAC ducts, grills and register surfaces.
2. Vacuum upholstered furniture, drapes, blinds and shades.

TO BE PERFORMED QUARTERLY:

1. Strip, Scrub, and Wax all composition flooring.

R.W.P. NO. 18 • AREA TYPES: Outside Entrances, Sidewalks, and Landscaped Areas

TO BE PERFORMED DAILY MONDAY THROUGH FRIDAY EVENING SHIFT

1. Police sidewalks, planters, entrances, and tree grates.
2. Remove posters, stickers, and graffiti from building and utility poles.
3. Remove tar and gum from outside walks, plazas, loading dock drive, and ramp.
4. Sweep ramp to garage.
5. Keep plaza drains clean and free of debris.
6. Remove snow and ice from all walks, plazas, and ramp during snow days.

TO BE PERFORMED WEEKLY:

1. Pressure wash sidewalks, plazas, Spray buff or burnish floors coated with floor finish. Damp mop before and dust mop after spray buffing.
2. Using a vacuum wand and attachments, completely vacuum carpeted floors, especially under furniture, equipment and in corners. Bonnet shampoo the surface of soiled carpets as needed.

_____, 2015

PROMISSORY NOTE

FOR VALUE RECEIVED **MONTGOMERY COUNTY, MARYLAND**, a body politic and corporate ("Promisor") promises to pay to the order of **GOVERNMENT PROPERTIES INCOME TRUST LLC** ("Beneficiary") the principal sum of Nine Hundred Forty-Six Thousand, Seven Hundred Forty-Nine and Thirty Hundredths Dollars (\$946,749.30) under the terms set out below.

RECITALS

WHEREAS, the Beneficiary is the owner of an office building located at 1401 Rockville Pike, Rockville, Maryland 20852 ("Building"); and

WHEREAS, the Promisor desires to lease the Building from Beneficiary to relocate several County departments in approximately 101,200 rentable square feet over several floors of the Building, as depicted in Exhibit 1 of the Lease Agreement by and between the Promisor and the Beneficiary dated _____ ("Lease"); and

WHEREAS, the Beneficiary is obligated to pay brokerage commissions related to the Promisor's leasehold interest in the Building in the amount set forth above (the "Commissions"); and

WHEREAS, the Beneficiary requires the Promisor to repay the Commissions if the Promisor terminates the Lease during the "initial Term", as defined in Section 2 of the Lease; and

WHEREAS, any term not defined in this Promissory Note has the meaning provided in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and in furtherance of the Promisor's obligations under the Lease, the Promisor and the Beneficiary agree as follows:

1. The **Maturity Date** of this Promissory Note is thirty (30) days following the last day for which funding is appropriated as provided in Section 26 of the Lease.

2. The Commissions shall be due and payable on the Maturity Date; however, the amount thereof and the amount due hereunder shall be reduced by one-tenth of the Commissions (i.e. by Ninety-Four Thousand Six Hundred Seventy-Four and Ninety-Three Hundredths Dollars (\$94,674.93)) on the first anniversary of the last Rent Commencement Date and by an equal amount on each of the following nine (9) anniversaries thereof thereafter but only to the extent each such anniversary shall occur during the initial Term and prior to any termination pursuant to Section 26 of the Lease. If the initial Term shall expire by effluxion of time and without any

termination pursuant to Section 26 of the Lease, this Promissory Note shall be deemed to have been paid in full.

3. No interest shall accrue on the debt hereunder.

4. The Beneficiary shall not transfer, sell or otherwise endorse this Promissory Note to a third party, except to any party succeeding to Beneficiary's interest in the Property or the Lease, but any party so succeeding to Beneficiary's interest in the Property or Lease shall succeed to Beneficiary's interest hereunder and County shall receive prior notice thereof.

5. This Promissory Note is not a consumer loan.

6. All payments due under this Promissory Note shall be made to Government Properties Income Trust LLC, c/o REIT Management & Research LLC, Dept. #1000, P.O. Box 826452, Philadelphia, Pennsylvania 19182-6452, or to such other party succeeding to Beneficiary's interest hereunder or at such place as the Beneficiary or any such successor shall designate in writing.

7. Time is of the essence with respect to the obligations of the Promisor under the terms of this Promissory Note.

8. As to this Promissory Note, Promisor waives all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, waives all rights to trial by jury in any action or proceeding instituted by or against the Beneficiary which pertains directly to this Promissory Note, and also waives valuation and appraisement, presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Promissory Note, and expressly agrees that the maturity of this Promissory Note, or any payment under this Promissory Note, may be extended by the Beneficiary from time to time without in any way affecting the liability of Promisor, and Promisor represents that this Promissory Note is not contingent upon any appropriations.

IN WITNESS WHEREOF, the Promisor has caused this Promissory Note to be executed and delivered on its behalf by its duly authorized representative on the date first written above.

WITNESS:

PROMISOR:

MONTGOMERY COUNTY, MARYLAND

By: _____
Ramona Bell-Pearson
Assistant Chief Administrative Officer

APPROVED FOR FORM AND LEGALITY

By: _____ Vickie L. Gaul Date
Associate County Attorney

Aging & Disability, Healthy Choice, Minority Health Initiative
(33,176 rsf)

PREMISES D Dept. of Housing & Comm. Affairs (“DHCA”) (25,994 rsf)

All Premises combined shall total approximately 101,200 rsf.

2. TERM:

(a) Lease Term. The “initial Term” shall commence on the first Lease Commencement Date (i.e. the Lease Commencement Date for Premises A) and shall expire ten (10) ~~years~~Lease Years after the Lease Commencement Date for Premises D. The “term” of this Lease is the initial Term and any Extension Terms which shall have been exercised by County.

(b) Rent Commencement Date. The Rent Commencement Date (“RCD”) shall commence in four (4) phases which are as follows:

Premises A – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 01.14.16.

Premises B – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 04.01.16.

Premises C – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 06.08.16.

Premises D – The RCD commences 18 months after the Landlord’s substantial completion of Tenant Improvements as evidenced by approval of the City of Rockville estimated to be on or about 10.08.16.

(c) Execution of Certificate of Commencement. In order to memorialize the exact Lease Commencement Date for each portion of the Premises, the County and Landlord shall execute a Certificate of Commencement document as attached hereto as Exhibit “D”. Such a document shall be fully executed for all four (4) portions of the Premises (A, B, C, & D).

3. OPTION TO RENEW: (i) Provided that County is still in occupancy of the Premises and is not in default of the Lease, County shall have the Option to Renew this lease for three (3)

EXHIBIT G-1

_____, 2015

PROMISSORY NOTE

FOR VALUE RECEIVED **MONTGOMERY COUNTY, MARYLAND**, a body politic and corporate ("Promisor") promises to pay to the order of **GOVERNMENT PROPERTIES INCOME TRUST LLC** ("Beneficiary") the principal sum of \$ _____ [insert brokerage-commission amount] Nine Hundred Forty-Six Thousand, Seven Hundred Forty-Nine and Thirty Hundredths Dollars (\$946,749.30) under the terms set out below.

RECITALS

WHEREAS, the Beneficiary is the owner of an office building located at 1401 Rockville Pike, Rockville, Maryland 20852 ("Building"); and

WHEREAS, the Promisor desires to lease the Building from Beneficiary to relocate several County departments in approximately 101,200 rentable square feet over several floors of the Building, as depicted in Exhibit 1 of the Lease Agreement by and between the Promisor and the Beneficiary dated _____ ("Lease"); and

WHEREAS, the Beneficiary is obligated to pay brokerage commissions related to the Promisor's leasehold interest in the Building in the amount set forth above (the "Commissions"); and

WHEREAS, the Beneficiary requires the Promisor to repay the Commissions if the Promisor terminates the Lease during the "initial Term", as defined in Section 2 of the Lease; and

WHEREAS, any term not defined in this Promissory Note has the meaning provided in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and in furtherance of the Promisor's obligations under the Lease, the Promisor and the Beneficiary agree as follows:

1. The **Maturity Date** of this Promissory Note is thirty (30) days following the last day for which funding is appropriated as provided in Section 26 of the Lease.

2. The Commissions shall be due and payable on the Maturity Date; however, the amount thereof and the amount due hereunder shall be reduced by one-tenth of the Commissions (i.e. by \$ _____ Ninety-Four Thousand Six Hundred Seventy-Four and Ninety-Three Hundredths Dollars (\$94,674.93)) on the first anniversary of the last Rent Commencement Date and by an equal amount on each of the following nine (9) anniversaries thereof thereafter but only to the extent each such anniversary shall occur during the initial Term and prior to any termination pursuant to Section 26 of the Lease. If the initial Term shall expire by effluxion of

time and without any termination pursuant to Section 26 of the Lease, this Promissory Note shall be deemed to have been paid in full.

3. No interest shall accrue on the ~~Debt~~debt hereunder.

4. The Beneficiary shall not transfer, sell or otherwise endorse this Promissory Note to a third party, except to any party succeeding to Beneficiary's interest in the Property or the Lease, but any party so succeeding to Beneficiary's interest in the Property or Lease shall succeed to Beneficiary's interest hereunder and County shall receive prior notice thereof.

5. This Promissory Note is not a consumer loan.

6. All payments due under this Promissory Note shall be made to Government Properties Income Trust LLC, c/o REIT Management & Research LLC, Dept. #1000, P.O. Box 826452, Philadelphia, Pennsylvania 19182-6452, or to such other party succeeding to Beneficiary's interest hereunder or at such place as the Beneficiary or any such successor shall designate in writing.

7. Time is of the essence with respect to the obligations of the Promisor under the terms of this Promissory Note.

8. As to this Promissory Note, Promisor waives all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, waives all rights to trial by jury in any action or proceeding instituted by or against the Beneficiary which pertains directly to this Promissory Note, and also waives valuation and appraisalment, presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Promissory Note, and expressly agrees that the maturity of this Promissory Note, or any payment under this Promissory Note, may be extended by the Beneficiary from time to time without in any way affecting the liability of Promisor, and Promisor represents that this Promissory Note is not contingent upon any appropriations.

IN WITNESS WHEREOF, the Promisor has caused this Promissory Note to be executed and delivered on its behalf by its duly authorized representative on the date first written above.

WITNESS:

PROMISOR:

MONTGOMERY COUNTY, MARYLAND

By: _____

Ramona Bell-Pearson
Assistant Chief Administrative Officer

APPROVED FOR FORM AND LEGALITY

By: _____
Vickie L. Gaul Date
Associate County Attorney

EXHIBIT G-2

_____, 2015

PROMISSORY NOTE

FOR VALUE RECEIVED **MONTGOMERY COUNTY, MARYLAND**, a body politic and corporate ("Promisor") promises to pay to the order of **GOVERNMENT PROPERTIES INCOME TRUST LLC** ("Beneficiary") the principal sum of \$ _____ [insert the cost of each of the four phases of Tenant Improvements] under the terms set out below.

RECITALS

WHEREAS, the Beneficiary is the owner of an office building located at 1401 Rockville Pike, Rockville, Maryland 20852 ("Building"); and

WHEREAS, the Promisor desires to lease the Building from Beneficiary to relocate several County departments in approximately 101,200 rentable square feet over several floors of the Building, as depicted in Exhibit 1 of the Lease Agreement by and between the Promisor and the Beneficiary dated _____ ("Lease"); and

WHEREAS, the Lease required the Beneficiary to complete Tenant Improvements; and

WHEREAS, the Beneficiary requires the Promisor to repay the cost of the Tenant Improvements (the "Premises A/B/C/D TI Cost") performed to Premises [A/B/C/D] if the Promisor terminates the Lease during the "initial Term", as defined in Section 2 of the Lease; and

WHEREAS, any term not defined in this Promissory Note has the meaning provided in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and in furtherance of the Promisor's obligations under the Lease, the Promisor and the Beneficiary agree as follows:

1. The amount set forth above has been incurred by Beneficiary to pay the Tenant Improvements to Premises [A/B/C/D] as provided in Section 7 of the Lease.
2. The **Maturity Date** of this Promissory Note is thirty (30) days following the last day for which funding is appropriated as provided in Section 26 of the Lease.
3. The Premises [A/B/C/D] TI Cost shall be due and payable on the Maturity Date; however, the amount of the Premises [A/B/C/D] TI Cost and the amount due hereunder shall be reduced by one-tenth of the Premises [A/B/C/D] TI Cost (i.e. shall be reduced \$ _____) on the first anniversary of the last Rent Commencement Date and by an equal amount on each of the following nine (9) anniversaries thereof thereafter but only to the extent each such anniversary shall occur during the initial Term and prior to any termination pursuant to Section 26 of the Lease. If the initial Term shall expire by effluxion of time and without any termination pursuant to Section 26 of the Lease, this Promissory Note shall be deemed to have been paid in full.
4. No interest shall accrue on the Debt/debt hereunder.