



ARLINGTON COUNTY, VIRGINIA

<p>County Board Agenda Item Meeting of September 8, 2007</p>

DATE: August 22, 2007

SUBJECT: Approval of a Deed of Lease between The County Board of Arlington County, Virginia, as Landlord, and Easter Seals Greater Washington-Baltimore Region, Inc. ("Easter Seals"), as Tenant, for approximately 4,400 square feet in a building located on real property owned by the County at 2909 16th Street South, Arlington, Virginia (RPC #32014004).

C. M. RECOMMENDATIONS:

1. Approve the attached Deed of Lease between The County Board of Arlington County, Virginia and Easter Seals on real property owned by the County at 2909 16th Street South, Arlington, Virginia (RPC #32014004).
2. Authorize the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board, the Deed of Lease and all related documents subject to approval as to form by the County Attorney.

ISSUE: None.

SUMMARY: Following County Board approval and proper execution of the Deed of Lease ("Lease"), attached hereto as Exhibit 1, Easter Seals may occupy space consisting of 4,400 square feet, more or less, located in the Walter Reed Community Center ("Building"), on the main floor, consisting of joint use area, as designated on the floor plan attached hereto as Exhibit 2 ("Joint Use Area"), and office space, as designated on the floor plans attached hereto as Exhibit 3 ("Office Space"), together with the non-exclusive use of a portion of the parking area ("Parking Spaces"), and pay rent, until expiration of the lease term on September 14, 2008, for the real property at 2909 16th St. S., Arlington, VA ("Premises"), as shown on the Vicinity Map attached hereto as Exhibit 4.

BACKGROUND: The County's Department of Human Services ("DHS") selected Easter Seals ("Tenant") to administer the County's adult day health program in the Building, and DHS and the Tenant are negotiating the terms of the service contract between the parties ("Service Contract"). Staff finalized the negotiation of the Lease to allow Easter Seals to use the Premises for an initial term of one year until September 14, 2008, with the option for Easter Seals to renew the Lease (unless otherwise terminated by the County) for four additional terms of one year each.

<p>County Manager: _____</p>

<p>County Attorney: _____</p>

<p>Staff: Betsy Herbst/Linda DePersis, Real Estate Bureau, DES</p>
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DISCUSSION: The attached Lease has been structured to allow the Tenant, a nonprofit organization, to use the Premises at 2909 16th St. S. for nominal rent in order to administer the County's adult day health program, and help provide for the County's needs as a local government. In accordance with §15.2-953.B. of the Code of Virginia, 1950, as amended, localities may donate real or personal property, or money, to a nonprofit organization that provides recreational or daycare services to persons 65 years of age or older. The Lease allows the Tenant to use approximately 4,400 square feet of space located in the Building, together with non-exclusive use of the parking lot. Some of the pertinent provisions of the Lease are as follows:

- The Lease is effective on September 15, 2007 for a term of one year. However, if the County and the Tenant have not entered into a Service Contract by September 15, 2007, then the Tenant has up to sixty (60) days to execute the Service Contract.
- The Lease provides that the Tenant may not occupy the Premises until the Service Contract is executed.
- The Lease may be renewed by Easter Seals under the same terms and conditions for four additional terms of one year each unless otherwise terminated by the County.
- Upon commencement of the Lease, the Tenant shall pay \$1.00 annual base rent, payable on the fifteenth day of September during any initial or renewal term.
- The space will be used from Monday through Friday during the hours of 7 a.m. to 7 p.m., and periodically on Saturdays with the prior written approval of the County, for Tenant to conduct its Program.
- The Tenant also pays for damages relating to Tenant's occupancy.
- The County has the right to continue to use the Joint Use Area at all times not specified in the Lease.
- The initial Lease term expires on September 14, 2008.

FISCAL IMPACT: None.

EXHIBIT 1
DEED OF LEASE

DEED OF LEASE

THIS DEED OF LEASE ("Lease"), made and entered into this ____ day of _____, 2007, by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Landlord" or "County,") and the **EASTER SEALS GREATER WASHINGTON-BALTIMORE REGION, INC.**, a Maryland corporation registered to do business in the Commonwealth of Virginia ("Tenant"), recites and provides as follows:

RECITALS

WHEREAS, Landlord is the owner of the Walter Reed Community Center ("Building"), land and improvements, located at 2909 16th Street South, Arlington, Virginia, RPC #32014004 (jointly "Property");

WHEREAS, the County's Department of Human Services ("DHS") entered into a Contract for Services with Easter Seals Greater Washington-Baltimore Region, Inc. ("Easter Seals"), Contract No. 358-07, dated _____, 2007 ("Service Contract"), for Easter Seals to administer the County's adult day health programs ("Programs") at Walter Reed Adult Day Health Center ("WRADHC") in the Building;

WHEREAS, the Tenant desires to lease from the Landlord a portion of the Building within which the Tenant will conduct Programs; and

WHEREAS, by this Lease, the Landlord leases to Tenant a portion of the Property, subject to the following terms:

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PREMISES. The leased premises consists of 4,400 square feet of rentable space, more or less, on the main floor of the Building on the Property, which consists of joint use area, as designated on the floor plan attached hereto as Exhibit A ("Joint Use Area"), and office space, as designated on the floor plans attached hereto as Exhibit B ("Office Space"), together with the non-exclusive use, on a first come, first served basis of a portion of the parking area for the parking of motor vehicles ("Parking Spaces"). The 4,400 square feet of rentable space and the Parking Spaces are jointly referred to herein as "Premises", as shown on the floor plan attached hereto as Exhibits A and B, and in the Vicinity Map attached hereto as Exhibit C.

2. TERM AND EXPIRATION.

A. The term of this Lease ("Term") is one (1) year, commencing on the fifteenth day of September, 2007 ("Commencement Date"), and expiring at 11:59 pm on September 14, 2008 ("Expiration Date"), unless sooner terminated as provided herein. Hereafter, "Term" shall include "Renewal Term" as the context requires.

B. Provided the Tenant is not in default beyond applicable notice and cure periods under the terms of the Lease, and further provided that this Lease is not otherwise terminated as provided in this Lease, this Lease may be renewed, upon the same terms and conditions, for four (4) additional periods of one (1) year each. Not less than ninety (90) days prior to the expiration of the then current term, Landlord shall give to the Tenant written notice of the Landlord's intention to renew or to terminate this Lease. With regard to any Landlord notice of intention to renew, upon receipt of such notice by Tenant and not less than sixty (60) days prior to the expiration of the then current term, Tenant shall give Landlord

written notice of Tenant's intention to accept or decline such renewal. With regard to any Landlord notice of intention to terminate, the Lease shall terminate ninety (90) days following the date of such termination notice. If Landlord fails to give Tenant notice of the Landlord's intention (whether such intention is to renew or to terminate) prior to the expiration of the then current Term, then this Lease shall continue upon the same terms and conditions for a period of one (1) year from the date that the then current Term would otherwise expire.

C. Notwithstanding any provision of this Lease to the contrary, either Landlord or Tenant may terminate this Lease upon written notice to the other party, if the Service Contract is not executed by both parties by September 15, 2007, provided, however, that such date may be extended by Tenant by delivering to Landlord before September 15, 2007 a written notice of such extension for a period of time not to exceed sixty (60) days from September 15, 2007, and provided that the parties hereto are negotiating in good faith the terms and conditions of such Service Contract. Until the Service Contract is executed by both parties, the Tenant shall not occupy the Premises and no rent will accrue. If the Service Contract is not executed by September 15, 2007, as such date may be extended by Tenant, then this Lease shall terminate upon notice from Landlord to Tenant. The Real Estate Bureau Chief of Arlington County, Virginia, is authorized to execute such notice on behalf of the Landlord.

D. Notwithstanding any provision of this Lease to the contrary, this Lease shall automatically terminate without further notice to either party, ninety (90) days after the effective date of the termination, expiration or non-renewal of the Service Contract. All of the terms and conditions of the Lease shall continue in full force and effect during the Term. Hereinafter, "Term" shall include "Renewal Term" as the context requires.

E. Upon the expiration, termination or non-renewal of this Lease, Tenant shall remove its equipment, furnishings and trade fixtures (but not the equipment identified on Exhibit D or the items on Exhibit F) and leave the Premises, in good condition, normal wear and tear excepted, and shall quit and deliver possession of the Premises to Landlord. In the event, however, that Tenant retains possession of said Premises after the end of any Term, Tenant shall automatically become a tenant of Landlord from month to month, upon the same terms and conditions as set forth in this Lease. The month-to-month tenancy thus created can be terminated by either party giving to the non-terminating party not less than thirty (30) days prior written notice for the month-to-month tenancy to expire on the last day of any month.

F. Tenant shall have the right to terminate the Lease as of the last day of any full calendar month during the Term, provided that Tenant has given Landlord not less than ninety (90) days prior written notice of Tenant's election to terminate the Lease.

3. **BASE RENT AND OTHER EXPENSES.**

A. **Base Rent.** The Tenant shall pay One Dollar (\$1.00) per annum base rent for the Premises ("Base Rent") in advance in annual installments, without deduction or demand, on the ninth (9th) day of July during the Term. The payment shall be made by check, payable to the Treasurer Arlington County, Virginia, and delivered to: Arlington County, Virginia, Department of Environmental Services, Engineering and Capital Projects Division, 2100 Clarendon Boulevard, Suite 813, Arlington, Virginia 22201, Attention: Real Estate Bureau Chief, or to Landlord at such other place as Landlord may from time to time designate, in writing.

B. **Custodial Services.** Landlord shall provide, at its sole cost and expense, custodial services and custodial supplies (including without limitation, periodic carpet cleaning (not less than annually), pest control extermination services, window washing, ice and snow removal and trash and recycling removal services for the Premises during the Term.

C. Maintenance and Repairs. Except as otherwise provided in this Lease, Landlord shall be responsible for the maintenance and repairs for the Premises and the Building, including the electrical system, heating and cooling mechanical system ("HVAC") and plumbing system. Tenant shall use the plumbing within the Premises and the Building only for the purposes for which it is designed and intended. Tenant shall, at its sole cost and expense, be solely responsible for any breakage, stoppage or damage to the Premises and the above systems resulting from the violation of this provision by Tenant, its agents, servants, employees, guests or invitees. Subject to the foregoing, Landlord shall maintain the exterior of the Building and all structural portions of the Premises. Tenant's designated on-site facility coordinator(s) shall immediately report custodial problems, deficiencies or defects, including but not limited to any broken, stopped, malfunctioning or damaged pipes, plumbing fixtures, electrical fixtures, heating or cooling systems, glass, walls, doors, flooring, roof leaks, trash or recycling removal, spills or mess cleaning issues, to the County's Hotline: 703-228-4422, Arlington County, VA-General Service Division, 1400 North Uhle Street, Suite 600, Arlington, Virginia 22201 and the Tenant's Program Director shall submit a copy to the Executive Director, Easter Seals Greater Washington-Baltimore Region, Inc., Suite 100, Calverton, Maryland 20705. Either party may change its aforesaid key contact information by sending written notification to the other party by certified or registered mail.

D. Utilities. Landlord shall supply heating, ventilation and cooling, water, sewerage and electricity to the Premises at no additional cost to Tenant during Tenant's Operating Hours, as hereinafter described, and at other times agreed to by Landlord in writing. Between October 15 through April 14, temperatures in the Office Space and Joint Use Area shall be maintained in the range of 68 to 74 degrees, and between April 15 through October 14, temperatures in the Office Space and Joint Use Area shall be maintained in the range of 70 to 76 degrees during Tenant Operating Hours (as hereinafter defined in Section 5C.) and such other times agreed to by Landlord in writing.

E. Telephone, Data Communication and Security System Services.

(1) Tenant shall, at its sole cost and expense, reimburse Landlord on a monthly basis for the actual cost of using the existing land line telephone service. Tenant, at its sole cost and expense, shall obtain and pay for its own data communication installation and monthly service. Tenant shall further be responsible, at its sole cost and expense, for the cost of repairing any breakage or damage resulting from the installation, maintenance, or use of any telephone or communication services equipment by Tenant, its agents, contractors or employees.

(2) Tenant shall, at its sole cost and expense, pay for any necessary repairs to the two existing security systems, as needed from time to time (unless solely caused by the negligence of Landlord, Landlord's employees or contractors or unless solely caused by the negligence of a person or entity other than the Tenant, its employees, contractors, invitees or licensees), and for the monthly monitoring fee and any additional service fees charged by the security company ("Security Company"), which fee(s) shall be billed directly to the Tenant by the Security Company. The Tenant shall use the Security Company designated by Landlord for servicing of the security systems.

F. Additional Tenant Responsibilities.

(1) Tenant shall sort and separate its trash and recyclables into such categories as are provided by law. Each separately sorted category of trash and recyclables shall be placed in separate receptacles as directed by Landlord.

(2) Tenant shall be responsible for ensuring that all of Tenant's activities in or upon the Premises, including all installations, operation and storage of its equipment, fixtures, and supplies, are at all times in compliance with applicable federal, state and local laws, ordinances and codes, including

without limitation, the Americans with Disabilities Act ("ADA"), and that all areas which Tenant is responsible for maintaining shall be maintained in accordance with such laws, ordinances and codes. Violations of any applicable federal, state or local law, ordinance or code shall be considered a default of this Lease. Pursuant to Section 16 of this Lease, Tenant shall cure such default within thirty (30) days after receipt of written notice thereof written notice thereof as therein provided.

G. Equipment. Tenant shall not install or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, calculators, computers, copiers, computer servers, telephone equipment, telefax machines, credit card machines, shredders and such other electrically operated office machinery and equipment normally used in modern offices, including video production equipment, a water cooler, a microwave oven and a refrigerator, without first obtaining the prior written consent of the Landlord. The Landlord may condition such written consent upon the payment by the Tenant of additional rent as compensation for such excess consumption of water and/or electricity as may be occasioned by the operation of said equipment or machinery. Tenant shall not install any other equipment of any kind or nature whatsoever which shall or may necessitate any changes, replacements or additions to or require the use of the water system, plumbing system, heating system, air conditioning system or the electrical system of the Premises, without the prior written consent of the Landlord. Landlord agrees to permit the Tenant to use the Landlord's furnishings and equipment designated in the equipment list attached hereto and incorporated herein as Exhibit D ("Equipment List"), provided however that, notwithstanding any provision herein to the contrary, the Tenant shall be responsible for maintaining such equipment in good working order at Tenant's sole cost and expense. When delivered to Tenant, the Landlord's furnishings and equipment designated in the Equipment List shall be in good working order and repair as evidenced by Tenant's possession of such equipment for seven (7) days following the Commencement Date, subject, however, to the approval of the equipment by the licensing authorities having jurisdiction over Tenant and the Permitted Use.

4. DELINQUENT RENT CHARGES. All Base Rent, and other monetary obligations of the Tenant arising pursuant to this Lease, not paid within ten (10) days of the date due under this Lease shall:

A. Accrue interest thereafter at a rate of five percent (5%) per annum, or the maximum rate then allowed by applicable law, whichever is less, on the unpaid balance until said balance is paid in full; and

B. Incur a late payment charge equal to five percent (5%) of the total amount due.

No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than the full amount then due and payable to Landlord for Base Rent or other payments to Landlord required hereunder shall be deemed to be other than part payment of the full amount then due and payable. No endorsement or statement on any check or any letter accompanying any check, payment of Base Rent or other payment, shall be deemed an accord and satisfaction. Landlord may accept such part payment without prejudice to Landlord's right to recover the balance due and payable or pursue any other remedy in this Lease.

5. USE OF PREMISES.

A. Tenant, at its sole cost and expense, shall apply for and obtain all required permits, licenses, and certificates to use and occupy the Premises solely for administering the Programs for the WRADHC and general office purposes, directly related to such Programs, and for no other purposes whatsoever without the prior written consent of Landlord ("Permitted Use"). Tenant shall comply with all laws, rules, orders, ordinances and regulations promulgated or issued by Landlord or by any applicable governmental or judicial authority now or at any time in the future.

B. Tenant agrees that Landlord shall not be responsible for any loss, injury, death or damage to persons or property that at any time may be suffered or sustained by Tenant or by any person whatsoever

may at any time be using or occupying or visiting the Premises or be in, on or about the same, whether such loss, injury, death or damage is caused by or in any way results from or arise out of any act, omission or negligence of Tenant or of any occupant, visitor or user of any portions of the Premises, or results from or is caused by any other matter or thing whether the same kind as or of a different kind than the matters or things above set forth. Tenant covenants to save, defend, hold harmless and indemnify Landlord, its elected and appointed officers, officials, employees and agents from and against all claims, loss, damage, injury, cost (including court costs and attorneys' fees), charge, liability or exposure, however caused, resulting from, arising out of, or in any way connected with Tenant's occupation and use of the Premises and the Parking Spaces, except that Tenant shall not be responsible for any loss, injury, death or damage solely caused by Landlord's or Landlord's employees' or contractors' negligence or caused solely by use of the Joint Use Area by persons other than Tenant or any agent, employee or invitee of Tenant.

C. Tenant agrees that it shall keep the Premises (other than the Parking Spaces) and the fixtures therein in good order and condition at Tenant's sole cost and expense. Tenant shall use the Joint Use Area and the Office Space of the Premises and the Parking Spaces on Monday through Friday during the hours of 7 a.m. and 7 p.m. ("Tenant's Operating Hours"), and periodically on Saturdays, with the prior written (e-mail or facsimile permissible) approval of the Landlord. Tenant's rights under this Lease are subject and subordinate to Landlord's use and operation of the Property. Tenant may have access to the Office Space twenty-four hours per day, seven days per week. Landlord reserves the right to use the Joint Use Area and the Parking Spaces at all other times not specified in this Section. Notwithstanding any provision of this Lease to the contrary, for the purposes stated in Sections 3B., 3C. and 10 of this Lease, Landlord shall have the right to access the Premises at all times.

D. Landlord shall have access to the mechanical equipment rooms at all times.

E. Tenant shall not install in the Premises any fixtures, equipment or machinery that shall place a load upon any floor exceeding the floor load of 50 pounds per square foot area.

6. **UPKEEP OF PREMISES; DAMAGE.** Subject to Section 3B. and Section 3C., Tenant agrees that it shall keep the nonstructural interior portions of the Premises and the fixtures therein in good order and condition at Tenant's sole cost and expense. Tenant shall not damage the Premises or Building, or permit others to do so during Tenant's Operating Hours. All damage to the Premises or the Building caused by moving the property of Tenant in or out of the Building, and all damage done by Tenant, its agents, servants, employees or visitors, shall be repaired by Tenant, at the expense of Tenant. In the event Tenant fails to do so, Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise), and any charge or cost so incurred by Landlord shall be paid by Tenant with the right on the part of Landlord to elect, in its discretion, to regard the same as additional rent, in which event such cost or charge shall become additional rent payable with the installment of rent next becoming due or thereafter falling due under this Lease. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

7. **ILLEGAL USE OF PREMISES.** Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful, or extra-hazardous purpose.

8. **SUBLETTING AND ASSIGNMENT.** Tenant shall not transfer or assign this Lease. Tenant shall not sublet the Premises or any part thereof. Tenant shall not transfer possession, occupancy or use of the Premises, or any part thereof, to any person, firm or corporation, by lease, license or otherwise.

9. **RULES AND REGULATIONS.** Tenant covenants that the rules and regulations listed on Exhibit E, and such other and further rules and regulations as Landlord provides Tenant with written notice of and which in Landlord's judgment are needed for the general well being, safety, care and

cleanliness of the Premises and the Building of which they are a part, together with their appurtenances, shall be faithfully kept, observed and performed by Tenant, and by its agents, servants, employees, guests and invitees unless waived in writing by Landlord.

10. ALTERATIONS BY LANDLORD. As soon as possible, but no later than forty-five (45) days after a Service Contract is executed by both parties, Landlord shall improve the Premises in accordance with the work list attached hereto as Exhibit F ("Work List"), at Landlord's sole cost and expense in the manner required for Tenant to (a) meet all licensure requirements to operate the Programs in the Premises; and (b) maintain such licensure throughout the term of this Lease. Provided that all mechanical, electrical, HVAC, plumbing systems, structural components, fixtures, furnishings and equipment in the Premises supplied by Landlord are in good working order and condition as of the Commencement Date, Tenant agrees to accept the Premises on the Commencement Date in its "AS IS" condition without requiring any further alterations or modifications by Landlord other than the items on the Work List.

11. TENANT ALTERATIONS.

A. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise), including painting and wall papering, in or to the Premises, the Building, or any part thereof, without the prior written consent of Landlord.

B. If Tenant elects to make any alterations to the Premises and is permitted to do so by Landlord, then Tenant shall provide Landlord with a copy of the revised space plan(s) depicting the tenant improvements. In the event that any such changes will affect the structural, electrical or mechanical systems of the Building, Landlord shall have the right to make such alterations, according to Tenant's plans or specifications, at Tenant's sole cost and expense.

C. Landlord's consent to any work by Tenant or approval of Tenant's plans or specifications shall not be deemed a certification that such work complies with applicable building codes, laws or regulations, nor shall it impose any liability whatsoever upon Landlord, unless the same is performed by Landlord or Landlord's contractors as provided in Section 11.B above.

D. Tenant shall cause its contractor(s) to maintain at all times during the Term and at their sole cost and expense, comprehensive liability insurance for bodily injury and property damage naming Landlord as an additional insured, in such amounts as are adequate to protect Landlord against liability for injury to or death of any person in connection with the use, operation or condition of the Premises. Such insurance at all times shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries to persons in one accident, not less than One Million Dollars (\$1,000,000) for injury to any one person and not less than One Million Dollars (\$1,000,000) with respect to damage to Building. If, in the reasonable opinion of the insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at the time is not adequate, Tenant shall cause the contractors to increase the insurance coverage as required by Landlord's insurance broker.

E. Tenant shall, at all times during the Term, cause Tenant's contractor(s) to maintain in effect policies of insurance covering the leasehold improvements, including any alterations, additions or improvements as may be made by Tenant and the contractor(s), plate glass, trade fixtures, merchandise and other personal property from time to time in or on the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost, providing protection against all risks covered by the standard form of "Fire and Extended Coverage insurance," together with insurance against vandalism and malicious mischief. Tenant shall also cause the contractor(s) to maintain at their sole cost and expense workman's compensation insurance in the maximum amount required by law.

F. All insurance required to be carried by Tenant's contractor(s) shall be issued by responsible insurance companies, qualified to do business in the Commonwealth of Virginia and reasonably acceptable to Landlord. Each policy shall name Landlord and any other parties in interest designated in writing by Landlord as additional insureds, and shall contain a provision that the same may not be canceled or reduced without providing Landlord at least thirty (30) days prior written notice. Copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord no later than five (5) days prior to the Commencement Date, and renewals thereof shall be delivered to Landlord at least ten (10) days prior to the expiration of any such policy. Tenant's failure to provide and keep in force the insurance required under this Section 11 shall be regarded as a material default, entitling Landlord to exercise any or all of the remedies provided in this Lease. Any policy may be carried under a form of insurance policy referred to as "blanket coverage."

12. ACCESS/SECURITY.

A. Upon the Commencement Date, Landlord shall provide at least five (5) keys and access codes to the Premises to Tenant and Landlord will maintain copies of said keys and access codes for emergency access. Replacement of keys lost by Tenant shall be replaced at Tenant's sole actual cost and expense. Tenant shall notify Landlord in writing promptly, if any security codes are changed or added by the Security Company. Landlord reserves the right for itself and its employees and agents to enter upon the Premises at any time during business hours to inspect the same, to show the same to prospective tenants, and to perform such duties as may be the responsibility of Landlord under this Lease. Landlord may show the Premises to prospective tenants during the Term. In the event of any entry into the Premises, Landlord shall make reasonable efforts to avoid any interference with Tenant's business operations therein.

B. Tenant shall perform background checks on all new employees as Tenant deems appropriate and necessary in view of Tenant's proposed uses of the Premises.

13. TENANT'S SIGNAGE. Tenant's interior and exterior signs shall be in strict compliance with applicable law and the Site Plan for the Building. Any signage for Tenant not existing and installed on the Commencement Date shall be provided at Tenant's sole cost and expense., subject to the prior written approval by Landlord Tenant, at its sole cost and expense, shall apply for and obtain all required permits for installing any exterior signage. Upon expiration of this Lease, Tenant, at its sole cost and expense, shall promptly remove its signage and restore the Premises back to its original condition.

14. HOLIDAY SCHEDULE. The Building will be closed on the legal public holidays currently and hereafter recognized as work holidays by Arlington County government. The holidays currently observed by Landlord are: New Year's Day, Martin Luther King Day, Inauguration Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Tenant may have access to Tenant's Office Space twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

15. INSURANCE.

A. General Provisions.

(1) Upon the written request of Landlord, Tenant shall increase the insurance coverage required hereby to the amount requested by Landlord, if Landlord also requires other tenants offering similar services to Tenant's Permitted Use in similar properties in the Arlington, Virginia area to increase insurance coverage. The deductible(s) on any insurance policy required to be carried by Tenant, or in the instance of real property insurance, carried by Landlord, shall be the responsibility of Tenant.

(2) All insurance policies required of Tenant hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia." Tenant shall provide Landlord with a certificate(s) of insurance evidencing the coverage required by this Section 15 within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Term of this Lease.

(3) Each commercial general liability policy shall name Landlord and any other parties in interest designated in writing by Landlord as additional insureds. Copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord no later than five (5) days prior to the Commencement Date, and renewals thereof shall be delivered to Landlord at least ten (10) days prior to the expiration of any such policy. Tenant's failure to provide and keep in force the insurance required under this Section 15 shall be regarded as a material default, entitling Landlord to exercise any or all of the remedies provided in this Lease.

B. Commercial General Liability. During the Term, Tenant shall carry and at all times maintain, at its own expense, with a company acceptable to Landlord, commercial general liability insurance in the amount of at least two million and 00/100 Dollars (\$2,000,000) per occurrence and in the aggregate for bodily injury and property damage. Tenant shall include Landlord, its elected and appointed officials, officers, employees and agents, and Landlord, as additional insureds on all policies of insurance. Prior to the beginning of the Term and each continuing term thereafter, Tenant shall provide Landlord with a Certificate of Insurance showing all insurance required by this section to be in effect. Such liability insurance shall be applicable to the Premises and all equipment installed by Tenant therein.

C. Property Insurance. Throughout the Term, Landlord shall maintain fire and extended risk insurance for the replacement value of the Building or, alternatively, self-insure the Building. The foregoing insurance policy and any other insurance or self-insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

D. Leasehold Improvements. Tenant shall, at all times during the Term, maintain in effect policies of insurance covering Tenant's trade fixtures, merchandise and other personal property from time to time in or on the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost, providing protection against all risks covered by standard broad form property insurance.

E. Self-Insurance. Insurance required of the Tenant by this section may be satisfied by self-insurance. If the Tenant elects to self-insure any or all of its insurance obligations, the Tenant must provide to the Landlord, satisfactory evidence of adequate financing for such self-insurance.

F. Fire Insurance.

(1) Tenant shall not do or permit anything to be done by Tenant, its employees, agents or contractors in the Premises or on the Building or bring or keep anything therein that shall in any way increase the rate of fire or other insurance in said Building, or on the property kept therein, or conflict with the fire laws or regulations, or with any insurance policy upon said Building or any part thereof, or with any self insurance requirement, statutes, rules or regulations enacted or established by the applicable governmental authority.

(2) If at any time during the Term, the Building is completely damaged or destroyed by fire or other casualty, or the Premises are so damaged that the portion remaining undamaged is unsuitable for the operation of Tenant's Permitted Use, and such damage or destruction cannot be repaired so that the

Building and the Premises are restored to the same condition as they were immediately prior to the damage or destruction within sixty (60) days after such damage or destruction, Landlord or Tenant may terminate this Lease, without further liability or obligation to either party arising from such termination, by giving written notice to the other at any time within thirty (30) days after the date of such damage, and if so terminated, all rent shall cease as of the date of such damage.

16. DEFAULT; TERMINATION; REMEDIES.

A. If, at any time during the Term, any one or more of the following events ("Events of Default"), shall occur, then Tenant shall be deemed in default of this Lease:

(1) Tenant makes an assignment for the benefit of creditors;

(2) Tenant's leasehold interest is taken on execution;

(3) Tenant vacates or abandons the Premises during the Term for more than thirty (30) days after receipt of written notice thereof from Landlord to Tenant for reasons other than force majeure, damage or condemnation;

(4) Tenant assigns, mortgages or encumbers this Lease;

(5) Tenant fails to pay any installment of the Base Rent set forth in the Lease, when the same shall become due and payable, and such failure continues for ten (10) days after receipt of written notice thereof from Landlord to Tenant;

(6) Tenant fails to pay any charge required to be paid by Tenant hereunder other than the Base Rent reserved herein, and such failure continues for ten (10) days after receipt of written notice thereof from Landlord to Tenant;

(7) Tenant fails to perform or observe any other requirements of this Lease (not hereinbefore specifically referred to) to be performed or observed on the part of Tenant, and such failure continues for thirty (30) days after receipt of written notice thereof from Landlord to Tenant, provided however, that if such failure is of such nature that it cannot with due diligence be cured within a period of thirty (30) days as herein provided, and so long as Tenant proceeds with all due diligence to complete the curing of such default, the time of Tenant within which to cure same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence.

B. Upon the happening of any one or more of the aforementioned Events of Default, numbered from (1) to (7), inclusive, and the expiration of the cure period prescribed in any default notice required to be given, Landlord may give to Tenant a notice (hereinafter called "Notice of Termination") of its intention to end the Term of the Lease at the expiration of thirty (30) days from the date of service of such Notice of Termination, and at the expiration of such thirty (30) days, this Lease and the Term hereof, as well as all of the right, title and interest of Tenant hereunder shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such thirty (30) day period was the date originally specified herein for the expiration of this Lease, and Tenant shall then quit and surrender the Premises to Landlord.

C. If this Lease is terminated as herein provided, Landlord, its agents or employees may immediately or at any time thereafter re-enter and recover possession of the Premises together with all alterations and improvements thereon, and remove therefrom Tenant, its agents, servants, employees, any subtenants, and any other person, firm or corporation, and all or any of the property thereon, by such legal process as provided by the laws of Virginia, or by any suitable proceedings as may at the time be in force

in cases relating to Landlord and Tenant. The liability of Tenant under this Lease for all rents provided herein shall survive and continue after such termination, re-entry and recovery of possession.

D. Upon termination of this Lease by Landlord as herein provided, Landlord shall use its best efforts to re-lease the Premises for the balance of the Term on such terms, covenants, conditions and agreements and for such rent as Landlord in its exclusive discretion shall deem most advantageous to it, and Tenant's liability shall be reduced by the amount of rent collected from the new tenant or tenants to the end of the Term, net of all reasonable costs incurred by Landlord in re-leasing the Premises and in collecting such rents.

E. Notwithstanding any provision herein to the contrary, the Landlord may, in its sole discretion, terminate this Lease without liability whatsoever, to the Tenant or others, upon ninety (90) days prior written notice to Tenant, if the Tenant is in default under the Service Contract or if the Service Contract is either terminated, expires, or is not renewed by either party thereto.

17. REMEDIES NONEXCLUSIVE; WAIVER.

A. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may have recourse in case of any Event of Default.

B. The failure of Landlord or of Tenant on any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease by the other party, or to exercise any option herein reserved to Landlord or to Tenant, shall not be construed as a waiver or a relinquishment for the future by Landlord or Tenant, as applicable, of any such term, covenant, condition, provision, agreement or option set forth in this Lease.

C. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance or performance of anything required by this Lease to be performed, with knowledge of Tenant's breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in lesser amount than is herein provided (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent or other amount due and then unpaid by Tenant.

D. In addition to the other remedies provided herein, and anything contained herein to the contrary notwithstanding, Landlord shall be entitled to restraint by injunction of any violation or attempted or threatened violation by Tenant of any of the terms, covenants, conditions, provisions or agreements of this Lease.

18. SUCCESSORS. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the Landlord's and Tenant's successors. .

19. ENVIRONMENTAL COVENANTS.

A. Tenant agrees that it shall, at its sole cost and expense, with respect to matters or conditions first arising at the Premises after the Commencement Date as a result of the actions or inactions of Tenant, fulfill, observe and comply with all of the terms and provisions of all applicable environmental laws, whether federal, state or local, as the same may be amended from time to time, and all rules, regulations, ordinances, opinions, orders and directives issued or promulgated pursuant to or in connection with said laws by any governmental or quasi-governmental agency or body having jurisdiction ("Environmental Laws").

B. Without limiting the foregoing, Tenant agrees:

(1) That it shall not do or omit to do, nor suffer the commission or omission of any act by Tenant or any agent, employee or contractor of Tenant, the commission or omission of which is prohibited by or may result in liability under any Environmental Laws; and,

(2) Whenever any Environmental Laws require the "owner or operator" to do any act, Tenant shall do such act at its sole cost and expense with respect to matters and conditions first arising at the Premises caused solely by Tenant after the Commencement Date.

C. The term "Hazardous Substances," as used in this Lease, shall mean substances declared to be hazardous or toxic under any Environmental Laws, including, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and medical waste.

D. Tenant shall not cause or permit to occur by Tenant or any agent, employee or contractor of Tenant: the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance.

E. Tenant shall, at Tenant's sole cost and expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances used by Tenant or arising from Tenant's use or occupancy of the Premises. Tenant shall, at Tenant's sole cost and expense, make all submissions of all information required by, and comply with all requirements of all government authorities pursuant to all applicable Environmental Laws. Should any governmental authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs in the Premises during the Term as a result of Tenant's acts, then Tenant shall, at its sole cost and expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans at Tenant's sole cost and expense, or, at Landlord's option, reimburse Landlord for the actual cost of each of the foregoing.

F. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances by Tenant, its agents, employees and contractors that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section within a reasonable time after notice thereof from Landlord, Landlord may proceed; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord reasonably deems necessary or appropriate to determine the applicability of any Environmental Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all such documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Laws shall constitute a waiver of any of Tenant's obligations under this Lease.

G. Tenant shall indemnify, defend, and hold harmless Landlord, its elected and appointed officials, officers, employees and agents from all fines, lawsuits, proceedings, claims and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees and disbursements) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances or violation or alleged violations of any Environmental Laws that occurs in the Premises during the Term of this Lease as a result of Tenant's acts or omissions.

H. The provisions of this Section shall not apply to storage and use of minimal quantities of Hazardous Substances, nor to keeping, storage or use of Hazardous Substances in the ordinary conduct of Tenant's business, provided that such substances are of a type, and are kept only in quantities customarily found in the occupancy and operation of commercial office space generally similar in size, type and use to the Premises. All such Hazardous Substances, of whatever quantities or types, shall be kept, stored, used and disposed of in complete and strict compliance with applicable Environmental Laws.

I. The Landlord shall comply with all environmental laws applicable to the County as a Virginia local government and as Landlord of the Premises.

20. INTERPRETATION.

A. Wherever required in the context of this Lease to give effect to its provisions, the singular form shall include the plural and vice versa, the conjunctive form shall include the disjunctive and vice versa, and the masculine form shall include the feminine and vice versa.

B. If any term or provision of this Lease or the application thereof to any person or circumstance is finally determined by a Court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Lease and the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby. In such instance, each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

C. The construction and operation of this Lease shall be governed by the laws of the Commonwealth of Virginia. Landlord and Tenant consent to jurisdiction and venue of all disputes arising out of or pertaining to this Lease and Tenant's use and occupancy of the Premises in the General District and Circuit Courts of Arlington County, Virginia.

D. The captions and headings used throughout this Lease are for convenience of reference only and shall not define, limit or describe the scope, intent or interpretation of the provisions hereof.

E. This Lease sets forth the entire agreement of the parties concerning the terms of the tenancy created hereby. This Lease supersedes all prior negotiations, representations, agreements and understandings between the parties pertaining to the subject matters hereof. No modification, amendment, limitation or construction of this Lease shall be binding upon either party hereto unless expressed in writing and signed by the party sought to be bound.

21. APPROPRIATION OF FUNDS. All obligations of the Landlord under the Lease shall be subject to the appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying any payment and other obligations of the Landlord under the Lease. In the event that such appropriation of funds is not made in any year during the Term, then this Lease shall terminate upon the expenditure of such funds previously appropriated.

22. NOTICES. All notices required or desired to be given by either party to the other shall be given by certified or registered mail. Notices to the respective parties, until either party designates in writing a new address for any such notices, shall be addressed as follows:

LANDLORD: The County Board of Arlington County, Virginia
2100 Clarendon Boulevard, Suite 300
Arlington, Virginia 22201

with a required copy to: County Manager

Arlington County, Virginia
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief
Arlington County, Virginia
Department of Environmental Services
Real Estate Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

with a required copy to: Director, Department of Human Services
Arlington County, Virginia
3033 Clarendon Boulevard
Arlington, Virginia 22201

TENANT: Lisa Reeves, President
Easter Seals Greater Washington-Baltimore Region, Inc.
Suite 100
4041 Powder Mill Road
Calverton, Maryland 20705

Either party has the right to change the notice address by designating a new address for any such notice in writing delivered to the other party.

23. ROLE OF THE LANDLORD/ LANDLORD DECISIONS: NO WAIVER. The Landlord's execution of the Lease shall not constitute the granting of governmental approval to the Tenant for any governmental approval or consent required to be obtained by Tenant. Nothing in the Lease shall be construed to waive any of Landlord's powers, rights or obligations as a governing authority or local governmental body, including, but not limited to, its police powers.

24. SOVEREIGN IMMUNITY. Nothing in the Lease, nor any action taken by Landlord pursuant to the Lease, nor any documents which arise out of the Lease, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Landlord, or of its elected and appointed officials, officers and employees.

25. INDEMNIFICATION AND HOLD HARMLESS. No provision of this Lease shall be construed as the Landlord, explicitly or implicitly, agreeing to indemnify or holding harmless the Tenant or any third party or parties from liability of whatever nature.

26. NO RIGHTS IN THIRD PARTIES. The Lease shall not create in the public, nor in any person or entity other than those signing the Lease, any rights as a third party beneficiary.

27. APPROVAL OF LEASE BY LANDLORD. The Lease shall not become effective unless and until the County Board approves the Lease as provided therein and the Lease is executed on behalf of the Board within sixty (60) days following execution of this Lease by Tenant. If the Lease is not approved by the County Board within such time period, then no liability whatsoever shall accrue to the Landlord or to the Tenant and such parties shall have no obligation whatsoever to each other.

28. **STATUTORY PROVISION.** Pursuant to § 15.2-734 of the Code of Virginia, at the termination of this Lease it shall not be renewed if required for any of the purposes mentioned in § 15.2-1639 of the Code of Virginia, and that upon termination, all improvements thereon shall revert to the County Board and the real property including all improvements erected thereon shall revert to the County Board and shall be free from any encumbrance at the time of such reversion.

29. **EFFECTIVE DATE.** This Lease shall be effective upon execution thereof on behalf of the County.

29. **RECITALS.** The Recitals are incorporated into this Lease.

WHEREFORE, this Deed of Lease is executed by persons duly authorized to bind the Landlord and Tenant.

WITNESS:

Paul P. Wilson

TENANT: EASTER SEALS GREATER WASHINGTON-BALTIMORE REGION, INC.

BY:

[Signature]

TITLE:

President / CEO

DATE:

8/27/07

WITNESS:

LANDLORD: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

BY:

TITLE:

DATE:

Approved as to form:

County Attorney

EXHIBIT A
WALTER REED COMMUNITY CENTER
FLOOR PLAN – JOINT USE AREA

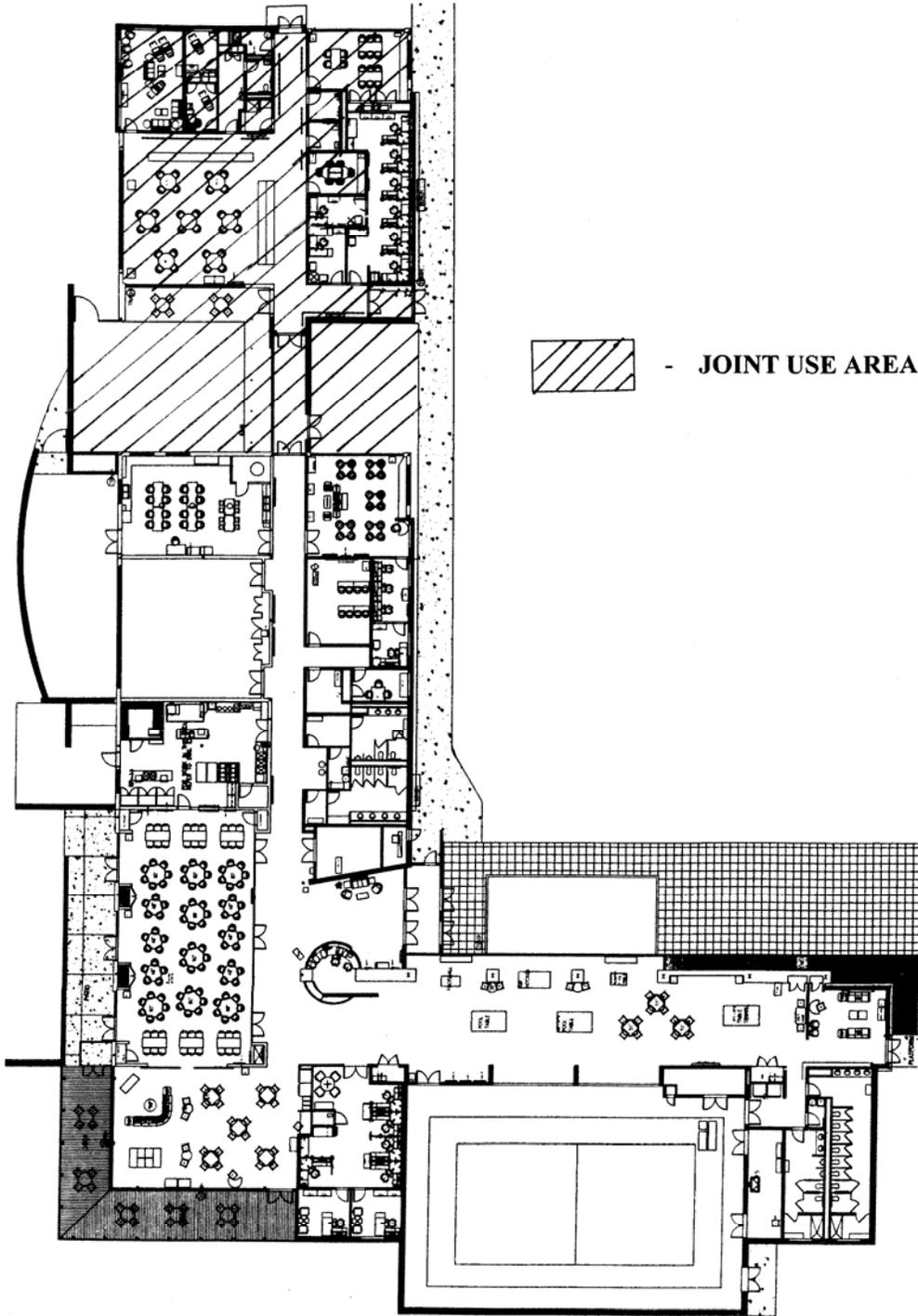


EXHIBIT B
WALTER REED COMMUNITY CENTER
FLOOR PLAN – OFFICE SPACE

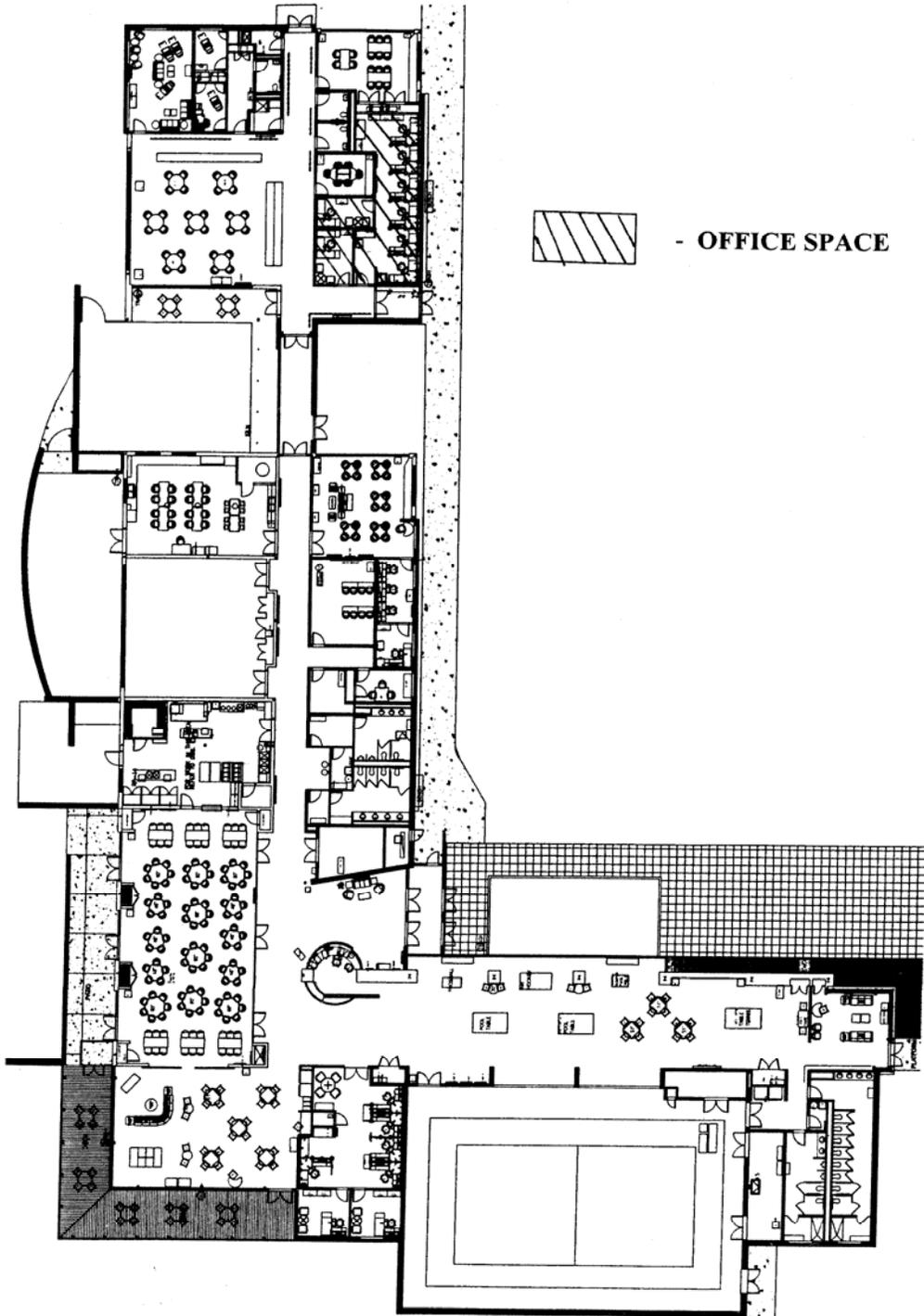


EXHIBIT C

Vicinity Map

Walter Reed Adult Day Health Center
@ Walter Reed Community Center
2909 16th Street South
Arlington, Virginia



**EXHIBIT D
EQUIPMENT LIST**

Walter Reed ADHC Furnishing Listing		
ADULT DAY CARE WING	Number of items	
Administration Area		
Hand rail		installed
Anti-wander System	1	installed
Computers	5	to be delivered
Computer printer - Network printer	1	to be delivered
Paper shredder	1	on-site
Trash Cans throughout the ADHC	10	on-site
Fireproof Safe	1	on-site
Community Activity Room		
Round table 6"	7	on-site
Arm Chairs with wheels	29	on-site
Stackable arm chairs	16	on-site
Dollies	2	on-site
Television 36" with cart & side handle	1	on-site
Bulletin board	1	installed
Microwave	1	on-site
Silver ware (knives, forks, not plastic)	36	on-site
Bowls, cups/melamine	36	on-site
Clocks	6	on-site
Magazine Rack	1	on-site
Marker Board	2	on-site
Portable Marker Aluminum Bulletin Board	1	on-site
Bookcases	2	on-site
Commercial shelving	1	on-site
Conference Room		
Table and chairs		on-site
Clinic/Nurse's office		
Large trash cans with pedal activated lid	2	on-site
Storage bin on wheels for clothing	1 or 2	to be determined
Coat rack with hooks -	1	on-site
Waiting chairs	2	on-site
Lock storage for medications	1	on-site
Small Refrigerator	1	on-site

Attachment C

Status

Storage closet/laundry area		
Industrial shelving	1	on-site
Mop handle holders	3	on-site
Custodian dolly	1	on-site
General		
Boom box	1	on-site
DVD/VCR Player	1	on-site
Water fountain	1	installed
Scale	1	on-site
First aid kit	1	on-site
32 gallon trash cans	3	on-site
Small Group Activity Room-1		
Wing back chairs	3	on-site
Reclining chairs	5	on-site
End tables	4	on-site
Sofa with crypton fabric	3	on-site
Ottoman	4	on-site
Furniture installation cost		n/a
Small Group Activity Room-2		
Long rectangular tables to seat 8	3	on-site
Chairs with arms	16	on-site
Card Tables	2	on-site
Stainless steel carts	3	on-site
Enclosed Garden		
Garden cart/moveable garden box		on-site
Outdoor furniture tables and benches		on-site
Outdoor trash receptacles	2	on-site

EXHIBIT E

RULES AND REGULATIONS

Tenant expressly covenants and agrees, at all times during the Term, and at such other times as Tenant occupies the Premises or any part thereof, to comply, at its own cost and expense, with the following:

1. The Building is a smoke-free facility. Smoking is not permitted in or on the interior of the Premises. Tenant shall not allow smoking by employees, guests or clients in or on the interior of the Premises. Tenant shall post no smoking signs that are clearly visible to the public.
2. Any handling of freight for any purpose, or deliveries to or from the Premises, shall be made in a manner which is consistent with good practice and only at such times, in such areas, and through such entrances and exits as are from time to time designated for such purposes by Landlord (the Loading Area). Any equipment used for making deliveries in the Premises shall have rubber wheels only. Deliveries, loading and unloading of freight shall be conducted only during the hours of 7:00 a.m. to 9:00 p.m. weekdays and 10 a.m. to 9 p.m. on Saturdays.
3. All trash and other debris shall be kept inside the interior of Premises in the type of container specified by Landlord until such time as it is to be collected. All trash shall be prepared for collection, and collected in the manner and at the times and places specified by Landlord.
4. Tenant shall not (i) suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Premises or from any machine or other installation located therein, or otherwise suffer, allow or permit the same to constitute a nuisance to or interfere with the safety, comfort or convenience of Landlord or of any other occupant or user of the Building; (ii) [intentionally deleted]; (iii) solicit business or distribute any handbills or other advertising materials in the common areas; (iv) conduct or permit any activities in the Building that might constitute a public or private nuisance; (v) permit the parking of any vehicles or the placement of any displays, trash receptacles or other items, so as to interfere with the use of any driveway, fire lane, corridor, walkway, parking area, or any other common area; (vi) use or occupy the Premises or permit anything to be done therein which in any manner might cause injury or damage in or about the Building; or (vii) use or occupy the Premises in any manner which is unreasonably annoying to other tenants in the Building unless directly occasioned by the proper conduct of Tenant's business in the Premises.
5. Tenant shall secure the Office Space, and all property located within the Office Space. Tenant acknowledges and agrees that it is solely responsible for securing the Office Space and all property located within the Office Space.
6. Tenant and its employees shall post their emergency evacuation plan on the wall of the Premises. Tenant and its employees shall immediately evacuate the Premises and the Building throughout the entire duration of fire drills and emergency evacuations of the Building.

7. Tenant shall participate in any window cleaning program that may be established by Landlord.

8. Tenant shall not place a load on any floor in the Building which exceeds a live load of fifty (50) pounds per square foot, or which may result in improper weight distribution on such floors.

9. Tenant shall not install, operate or maintain in the Premises, or in any other area of the Building, electrical equipment which does not bear the Underwriters Laboratories seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation.

10. Tenant shall not store, display, sell, or distribute any alcoholic beverages, dangerous materials, flammable materials, explosives, or weapons in the Premises, or conduct any unsafe activities therein.

11. Tenant shall not sell, distribute, display or offer for sale (i) any paraphernalia commonly employed in the use or ingestion of illicit drugs, or (ii) any X-rated, pornographic, lewd, or so-called "adult" newspaper, book, magazine, film, picture, video tape or video disk.

EXHIBIT F
WORK LIST

1. Increase lighting in each of the three unisex restrooms
2. Decrease glare on the windows in each of the two small activity rooms

EXHIBIT 2
FLOOR PLAN – JOINT USE AREA

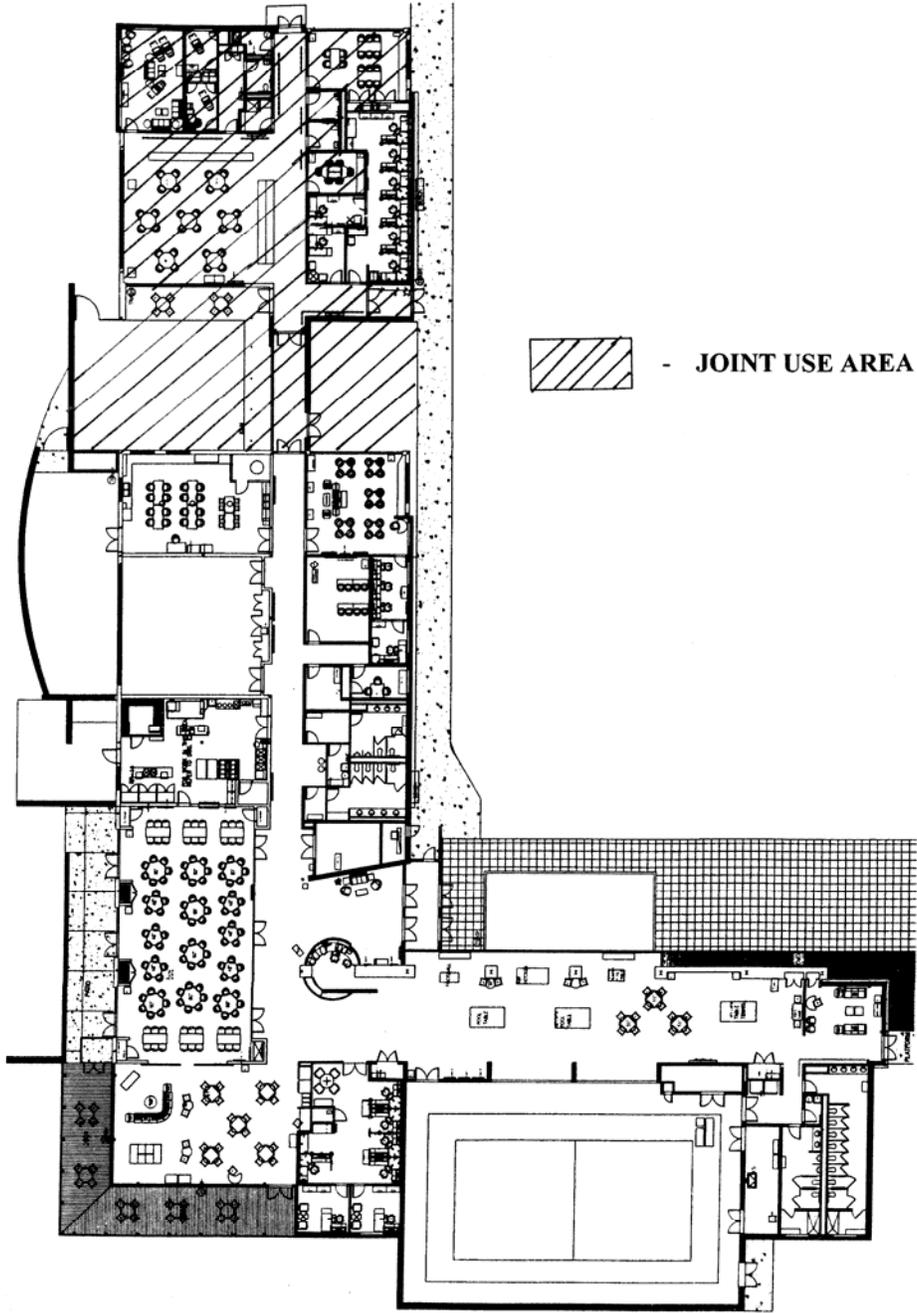


EXHIBIT 3
FLOOR PLAN – OFFICE SPACE

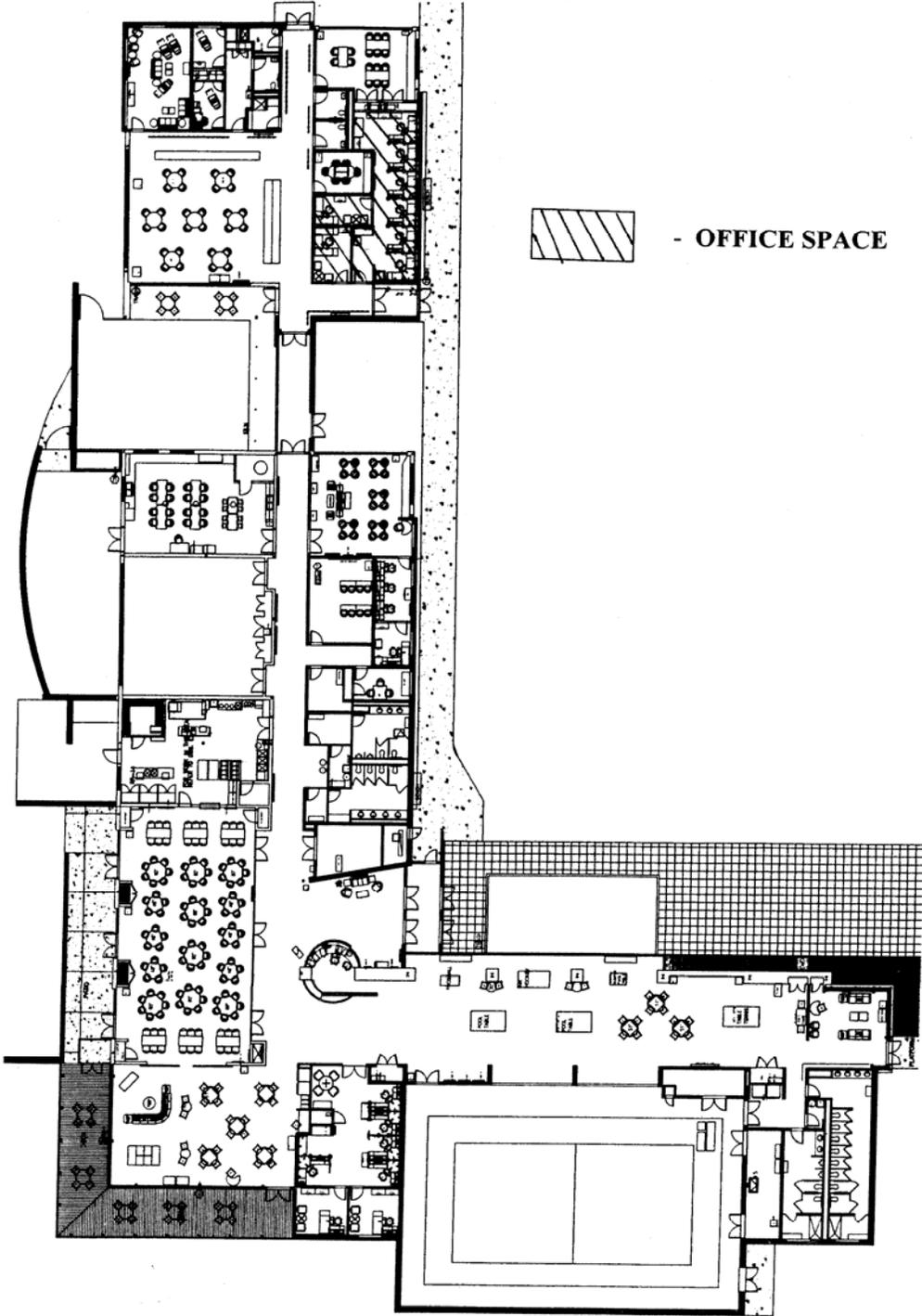


EXHIBIT 4

Vicinity Map

Walter Reed Adult Day Health Center
@ Walter Reed Community Center
2909 16th Street South
Arlington, Virginia



Map prepared by Arlington County GIS Mapping Center
Arlington County maintains this data for reference purposes only,
and shall not be construed as a legal document.
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Printed: June 2007

