

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made as of the ~~30th~~ day of September 2014, by and between BONIFANT BUILDING, LLC (hereinafter called "Landlord"), and MONTGOMERY COUNTY, MD (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, Landlord and the County are parties to that certain Lease dated June 13, 2008 with respect to certain premises consisting of approximately 5,990 square feet and commonly known as, Suite 400 and 410 of the 4th floor of the office building located at 1110 Bonifant Street, Silver Spring, Montgomery County, Maryland (the "Building");

WHEREAS, Landlord and the County agreed to relocate the Premises from Suite 400 and 410 to Suite 220, referenced on the attached Exhibit A, containing approximately 1,834 rentable square feet which space is hereinafter referred to as "Leased Premises" for a period of Two (2) years, commencing June 1, 2010 and terminating May 31, 2012;

WHEREAS, pursuant to that certain Third Amendment to Lease Agreement, dated February 14, 2013, Landlord and the County agreed to extend the Term of the Lease, upon the terms and conditions more particularly set forth therein;

WHEREAS, pursuant to that certain Fourth Amendment to Lease Agreement, dated January 31, 2014, Landlord and the County agreed to extend the Term of the Lease, upon the terms and conditions more particularly set forth therein;

WHEREAS, Landlord and the County desire to extend the Term of the Lease upon the terms and conditions hereafter set forth.

WHEREAS, Landlord and the County now desire to supplement and/or modify the terms of the Lease, in the manner set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and agreement herein contained, Landlord and the County agree that the Lease is hereby modified, amended, and/or supplemented as hereinafter set forth, and any language of, or provision in the Lease which is inconsistent or is in conflict with the following, and not hereinafter referred to, shall be deemed appropriately amended or modified:

1. TERM

Section Two (2) of the Lease Agreement is hereby amended by deleting and adding the following in lieu thereof:

The Fifth Lease Amendment shall extend the Term for an additional Twelve (12) Months, commencing October 1, 2014 and terminating September 30, 2015.

2. BASIC RENT

The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule:

<u>Basic Annual Rent</u>	<u>Basic Monthly Rent</u>
\$63,566.44	\$5,297.20

3. ANNUAL OPERATING EXPENSES

Per the terms of the First Amendment, the Annual Operating Costs are included in the Rent schedule, Paragraph 3, BASIC RENT, above. No additional Operating Expenses shall be paid by the County.

4. NON-MODIFICATION

Except as modified by this Fifth Lease Amendment, all terms, conditions, covenants, and agreements of the Lease shall be and remain in full force and effect.

SIGNAURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed as of the date first written above.

WITNESS:

LANDLORD:

BY:

BONIFANT BUILDING, LLC,

Matthew S. O'Connell

By: [Signature]

Name: Vito DelleVoci

Title: MANAGING MEMBER

Date: 9/16/14

WITNESS:

TENANT:

MONTGOMERY COUNTY, MD

Julie L White

By: Ramona Bell-Pearson

Name: Ramona Bell-Pearson

Title: Assistant Chief Administrative Officer

Date: 9/30/14

APPROVED AS TO FORM
RECOMMENDED AND LEGALITY
OFFICE OF THE COUNTY
ATTORNEY

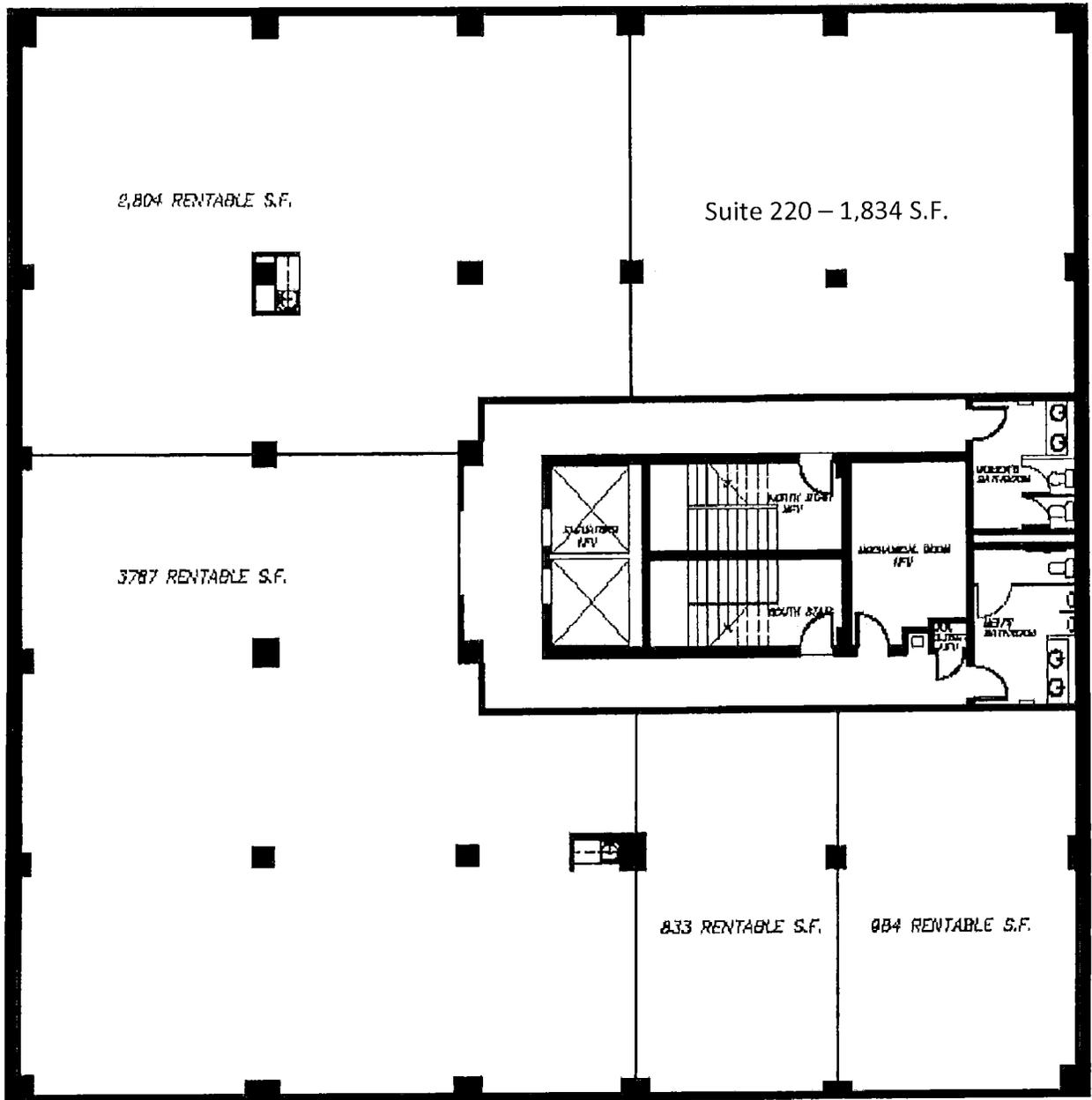
By: [Signature]

Date: 9/23/14

By: [Signature]
Cynthia Brenneman, Director
Office of Real Estate

Date: 9/22/14

Exhibit A



METHOD OF AREA MEASUREMENT IS BOMA 1988 STANDARD.



AREA PLAN
SECOND FLOOR

1110 BONIFANT STREET
SILVER SPRING, MD 20910



1110 BONIFANT STREET, SUITE 600
SILVER SPRING, MD 20910

