

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE entered into this <sup>24</sup>~~19~~ day of <sup>June</sup>~~July~~, 2015, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the (“Landlord”) and MONTGOMERY COUNTY REVENUE AUTHORITY (the “Tenant”).

WHEREAS, The Landlord and Tenant entered into a Lease Agreement dated February 2, 1999 as amended by the First Amendment to Lease dated July 22, 2005 as amended by the Second Amendment to Lease dated July 1, 2010 (collectively the “Lease”) for approximately 1,480 square feet of space on the fourth floor of the Executive Office Building , having an address of 101 Monroe Street, Rockville (the “Premises”) ; and

WHEREAS, the Second amendment expires on June 30, 2015; and

WHEREAS, the Landlord and Tenant desire to execute a Third Amendment to permit one (1) five (5) year extension term from June 30, 2015 to June 30, 2020.

WHEREAS, a copy of the Lease, First Amendment and Second Amendment are attached hereto and made a part hereof.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. TERM EXTENSION: The term of this Third Lease Amendment extension shall be five (5) years to commence on July 1, 2015 and terminating on June 30, 2020.

2. CONSIDERATION: Section 4 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

“The tenant shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule during the Third Lease Amendment extension”.

2. RENTAL ADJUSTMENTS: It is agreed between the Landlord and Tenant that the annual rent payable by the Tenant is as set forth in the following schedule:

LY 1	July 01, 2015	\$37,704.30	annually	\$3,142.02	monthly
LY 2	July 01, 2016	\$38,458.38	annually	\$3,204.86	monthly
LY 3	July 01, 2017	\$39,227.55	annually	\$3,268.96	monthly
LY 4	July 01, 2018	\$40,012.10	annually	\$3,334.34	monthly
LY 5	July 01, 2019	\$40,812.34	annually	\$3,401.02	monthly

3. MAIL NOTICES: This amendment shall reflect a change of address for the County. The new address is: Montgomery County, Department of General Services, Office of Real Estate, 101 Monroe Street 9<sup>th</sup> floor, Rockville Md., 20850 with a copy that does not constitute notice to Montgomery County, Office of the County Attorney, 101 Monroe Street 3<sup>rd</sup> floor, Rockville Md. 20850.

All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect and are hereby ratified and affirmed in all respects.

**SIGNATURE PAGE TO FOLLOW**

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

WITNESS:

TENANT:

Montgomery County Revenue Authority  
Keith Miller, Chief Executive Officer

By: Michael J. Som

By: Keith Miller

Title: CEO

Date: 6-19-15

WITNESS:

LANDLORD:

MONTGOMERY COUNTY,  
MARYLAND

By: Julie L. White

By: Ramona Bell-Pearson

Ramona Bell-Pearson  
Assistant Chief Administrative Officer

Date: 6/24/15

Date: 6/24/15

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Paul Meyer  
Associate County Attorney

By: Cynthia Brenneman  
Cynthia Brenneman, Director  
Office of Real Estate

Date: 6/19/15

Date: 6/19/15