LEASE EXTENSION

THIS LEASE EXTENSION made this 20th day of June, 2013, by and between **Wheaton Motel Associates Limited Partnership,** successor in interest to Wheaton Commercial Center Associates Limited Partnership (hereinafter referred to as the "Landlord") and **Montgomery County, Maryland** (hereinafter referred to as the "Tenant"),

WITNESSETH:

WHEREAS, on April 13, 2005, Landlord and County entered into a Lease Agreement (hereinafter the "Lease") for the Leased Premises at the Building addressed as 2729 University Boulevard, Wheaton, Maryland, containing approximately 1,863 rentable square feet of space, which Lease is for a Term of five (5) years commencing July 1, 2005 and expiring June 30, 2010; and

WHEREAS, The County has been in occupancy of the Demised Premises on a month-to-month tenancy in accordance with the terms of the Lease; and

WHEREAS, notwithstanding the month-to-month tenancy the Landlord and County have agreed to extend the aforesaid Term of the Lease upon the terms, covenants, conditions and agreements hereinafter set forth,

NOW, THEREFORE, it is mutually agreed as follows:

1. That the Term of the said Lease and the obligation of the County to pay rent thereunder shall be extended by an additional Term of two (2) years to commence on July 1, 2012 and to terminate on June 30, 2014.

2. County shall pay to Landlord as Base Rent for the Demised Premises the annual sums as shown below, payable without deduction or demand, in equal monthly installments, as shown below:

Period	Annual Base Rent	Monthly Installment
7/01/12 – 6/30/13	$74,400.00	$6,200.00
7/01/13 – 6/30/14	$76.632.00	$6,386.00

3. County accepts the Demised Premises in its "as is" condition.

T: RAP LL:

4. Paragraph 30 of the Lease shall be modified by deleting the County Notice Address and adding the following in lieu thereof:

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

5. Paragraph 61 of the Lease shall be modified by deleting Item (B) and adding the following in lieu thereof:

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, included 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 for unpaid rent or other damages, of any kind or nature whatsoever, against the County 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 express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County to appropriate funds.

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 11:59p.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 years for which the county has appropriated funds sufficient to pay rent and will state the date by which the County will vacate the Leased Premises. If this Lease is terminated under this section, the Landlord, in addition to waiving all claims for any damages, shall not be entitled to reimbursement of any kind, whether for the cost of unamortized build-out, fit, finishes, or for rent abatement, or other expenses incurred by Landlord under this Lease.

T: RPR LL: _____

6. It is understood and agreed, and as a material inducement for Landlord to enter into this Lease, the Landlord reserves the right to terminate this Lease, at no cost or other obligation to Landlord, in order to demolish and/or perform a major renovation to the Building. Provided further, the Landlord shall provide Tenant with an opportunity to lease comparable space in the Building subsequent to such major renovation or demolition on market terms and conditions, as solely determined by Landlord. Should Landlord exercise this termination right, Landlord shall be obligated to provide one hundred and eighty (180) days written notice to Tenant, and the Lease shall terminate and be of no further force and effect, and Tenant shall be required to vacate the Demised Premises.

7. Except as otherwise herein provided, all of the terms, covenants, conditions and agreements of the original Lease, including the Lease/Rider Addendum, and as amended by this Lease Extension, shall be equally applicable to such extended Lease Term which is called for in this Lease Extension.

T: RBP LL: _____

IN WITNESS WHEREOF, Landlord and the County hereby ratify this Lease Extension as their intended act and deed, all done as of the day and year first above written.

WITNESS:

_____

LANDLORD: Wheaton Motel Associates Limited Partnership

By: _____ (SEAL)
Richard S. Cohen

Date: 7/16/13

WITNESS:

Julie L. White

TENANT: Montgomery County, Maryland

By: Ramona Bell-Pearson (SEAL)
Ramona Bell-Pearson, Assistant Chief Administrative Officer

Date: July 25, 2013

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATORNEY

By: _____

RECOMMENDED:

By: Cynthia B _____ (SEAL)

Name: Cynthia Brenneman

Title: Director, Office of Real Estate

AGENT: AXENT REALTY GROUP

By: _____
Kathleen M. Harrington
Director of Leasing and Marketing