## THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "Third Amendment") is being made this 1070 day of 100 2014, between United Therapeutics Corporation, a Delaware corporation ("Landlord or Lessor") and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County or Lessee"), (The Landlord and the County together the "Parties").

WHEREAS, the Lessor's predecessor in interest and the Lessee entered into a Lease Agreement dated December 3, 1999, as amended by the First Amendment to Lease Agreement dated August 4, 2004 and the Second Amendment to Lease dated August 26, 2009 (collectively the "Lease") for premises described as Suite 407 comprising 2,486 square feet of space (the "Premises") on the fourth floor of the building located at 1109 Spring Street, Silver Spring, Maryland 20910 (the "Property"); and

WHEREAS, after the Lease was executed, the Lessor acquired the Property and in connection therewith, the Lease was assigned to the Lessor; and

WHEREAS, the Lease Term expires on October 31, 2014; and

WHEREAS, the Parties desire to amend the Lease by extending the term of the Lease for one (1) additional one (1) year period; and

WHEREAS, the Parties desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

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

- 1. <u>Definitions</u>. Unless otherwise set forth in this Third Amendment to Lease Agreement, all capitalized terms shall have the same meanings as set forth in the Lease.
- 2. <u>Term.</u> Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph:

"The Lease Term shall hereby by extended for a period of one (1) year, commencing November 1, 2014 and expiring, unless sooner terminated pursuant to the terms of the Lease, on October 31, 2015 (the "Third Extended Term"), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Third Extended Term."

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3. Rent. Section 3 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"Rent: The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule during the Third Extended Term:

Annual Monthly Year 1 \$53,812.08 \$4,484.34

All payments are to be made in advance of the first day of the month, during each lease year, and shall be payable to United Therapeutics Corporation, 1040 Spring Street, Silver Spring, Maryland 20910. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be adjusted accordingly."

4. Mail Notices. Section 33 of the Lease is hereby amended by deleting the Lessor's and Lessee's addresses in their entirety and adding the following in lieu thereof:

LESSOR: United Therapeutics Corporation

1040 Spring Street

Silver Spring, MD 20910

Attention: Mr. Avi Halpert - Vice President,

Corporate Real Estate

United Therapeutics Corporation With a copy to:

1735 Connecticut Avenue, N.W., Second Floor

Washington, D.C. 20009 Attention: Paul Mahon, Esq.

LESSEE: Montgomery County, Maryland

Department of General Services

Office of Real Estate

101 Monroe Street, 9th Floor Rockville, Maryland 20850 Attn: Director of Real Estate

With a copy, that does not constitute Notice, to:

Montgomery County, Maryland Office of the County Attorney 101 Monroe Street, 3<sup>rd</sup> Floor Rockville, Maryland 20850 Attn: County Attorney

- 5. All other terms of the Lease not modified herein shall remain as set forth in the Lease.
- 6. This Third Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof.

SIGNATURE PAGE FOLLOWS

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

WITNESS:	LANDLORD: UNITED THERAPEUTICS CORPORATION, a Delaware corporation
By:	By: Halper Name: AVI HALPERT Title: VP CORPORATE REAL ESTA  Date: ONON 2014
WITNESS:	COUNTY: MONTGOMERY COUNTY, MARYLAND
By: Julie & Whate	By: Ramona Bell-Pearson, Assistant Chief Administrative Officer
	Date:
APPROVED AS TO FORM & LEGALITY OFFICE OF THE COUNTY ATTORNEY	RECOMMENDED:
By: Dul Morgan	By:
D. 10/20/14	De John Ly