

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment"), is made on this **25** day of November, 2015, between **SENECA CENTER II, LLC**, a Maryland limited liability company (the "Landlord") and **MONTGOMERY COUNTY, MARYLAND**, a political subdivision of the State of Maryland (the "County").

### RECITALS

- A. Pursuant to that certain Lease Agreement, dated February 20, 2015, between the Landlord and the County (the "Original Lease"), the Landlord demised to the County, and the County leased from the Landlord, approximately 13,483 square feet of warehouse space located at 18753 North Frederick Avenue, Gaithersburg, Maryland (the "Building") consisting of Bays 100 (aka "N"), 101 (aka "O"), 102 (aka "P") and 103 (aka "Q") as depicted on the attached Exhibit "A" of the Original Lease (the "Leased Premises").
- B. Pursuant to Section 2.A. of the Original Lease, the commencement date of the lease term was defined as the earlier to occur of (i) substantial completion of the base building improvements by the Landlord or (ii) May 1, 2015.
- C. The Landlord and the County desire to amend Section 2.A. of the Original Lease to revise the commencement date of the lease term.

NOW THEREFORE, in consideration of the mutual premises set forth above, and for the further consideration described below, the legal sufficiency of which is hereby acknowledged, the Landlord and the County agree as follows:

1. Recitals. The foregoing recitals are incorporated and adopted herein. All initially capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Original Lease.

2. Modification of the Commencement Date. Effective as of the date hereof, the definition of "Commencement Date", as provided under Section 2.A of the Original Lease, is hereby revised by replacing "May 1, 2015" with "July 1, 2015."

3. Correction of Lease Execution Date. Effective as of the date hereof, the execution date of the Lease, as provided in the introductory clause of the Lease, is hereby revised by replacing "\_\_ day of \_\_\_\_\_, 2014" with "20<sup>th</sup> day of February, 2015."

4. Confirmation of Commencement Date. The execution of this Amendment by the Landlord and the County shall serve as a Confirmation of Commencement Date as required pursuant to Section 2.A. of the Original Lease.

5. Miscellaneous. Except as expressly modified herein, all other terms, conditions and provisions of the Original Lease remain in full force and effect.

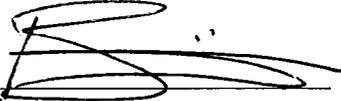
6. Counterparts. This Amendment may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the Landlord and the County have caused this Amendment to be executed as of the date set forth above.

**LANDLORD:**

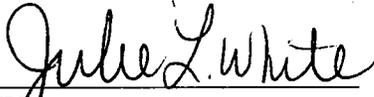
SENECA CENTER II, LLC, a Maryland limited liability company

  
Witness

By:   
Paul L. Klinedinst  
Manager

**COUNTY:**

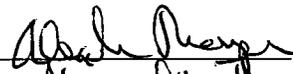
MONTGOMERY COUNTY, MARYLAND  
a political subdivision of the State of Maryland

  
Witness

By:   
Name: Ramona Bell-Pearson  
Title: Asst. Chief Administrative Officer

Approved as to form and legality  
Office of the County Attorney

Recommended

By:   
Name: Alexandra Thomas  
Title: Assoc. County Attorney

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