

AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made this 26 day of April 2018 ("Amendment"), by and between SENECA CENTER II, LLC ("Landlord") and MONTGOMERY COUNTY, MARYLAND ("County"), the Landlord and County together the "Parties".

WHEREAS, Landlord and County entered into a Lease dated November 3, 2008 ("Lease"), whereby County leased certain premises consisting of approximately 54,190 square feet of warehouse space known as Bays G, H, I, J, K, L, M, R, S, T, U, V, X, Y & Z ("Premises") of the building located at 18753 North Frederick Avenue, Gaithersburg, Maryland ("Building"); and

WHEREAS, the term of the Lease expires on June 30, 2019; and

WHEREAS, effective July 1, 2019, County desires to extend the Term of the Lease for ten (10) years and zero (0) months and Landlord is willing to extend the Term of the Lease for such period; and

WHEREAS, Landlord and County desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this Amendment; and

WHEREAS, the Lease and the Amendment shall all hereinafter be collectively referred to as the "Lease".

WITNESSETH:

NOW, THEREFORE, the Parties desire to modify the terms of the Lease Agreement only as set forth herein.

1. The recitals contained above are true to the best of the parties' knowledge and are incorporated by reference herein.

2. Defined Term. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.

3. Extended Lease Term. The term of this Lease shall be extended for Ten (10) lease years commencing July 1, 2019, and shall terminate Ten (10) years later (the "Extended Lease Term"). The term "Lease Year" as used herein shall mean a period of Twelve (12) consecutive full calendar months. The first Lease Year shall commence on the July 1, 2019. Each succeeding Lease Year shall commence upon the annual anniversary date of the first Lease Year.

4. Annual Rent. County shall pay in advance, beginning on the Extended Lease Commencement Date, and on the first day of each calendar month thereafter, annual rent in accordance with the schedule below (hereinafter "Annual Rent"), payable without demand or counterclaim except as otherwise provided in the Lease each year in equal monthly installments. Annual Rent shall be prorated for any partial month, if any, on the basis of the actual number of days in such month. County covenants and agrees to pay Landlord,

| Dates | Annual Rent | Monthly Rent |
|--------------------------------------|--------------|--------------|
| Lease Year 1: 7/1/2019 to 6/30/2020 | \$710,430.96 | \$59,202.58 |
| Lease Year 2: 7/1/2020 to 6/30/2021 | \$724,639.58 | \$60,386.63 |
| Lease Year 3: 7/1/2021 to 6/30/2022 | \$739,132.37 | \$61,594.36 |
| Lease Year 4: 7/1/2022 to 6/30/2023 | \$753,915.02 | \$62,826.25 |
| Lease Year 5: 7/1/2023 to 6/30/2024 | \$768,993.32 | \$64,082.78 |
| Lease Year 6: 7/1/2024 to 6/30/2025 | \$784,373.18 | \$65,364.43 |
| Lease Year 7: 7/1/2025 to 6/30/2026 | \$800,060.65 | \$66,671.72 |
| Lease Year 8: 7/1/2026 to 6/30/2027 | \$816,061.86 | \$68,005.16 |
| Lease Year 9: 7/1/2027 to 6/30/2028 | \$832,383.10 | \$69,365.26 |
| Lease Year 10: 7/1/2028 to 6/30/2029 | \$849,030.76 | \$70,752.56 |

5. Rental Reset. For the period June 1, 2018, through June 30, 2019, monthly installments of the Annual Rent shall be reset; County covenants and agrees to pay Landlord,

| Dates | Monthly Rent |
|----------------------|--------------|
| 6/1/2018 - 6/30/2019 | \$59,202.58 |

6. Alterations. County accepts the Premises in its AS IS condition. Except as may be set forth in the Lease, Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes (collectively "Alterations") in or to the Premises.

7. Captions. Section headings are used for convenience only and shall not be considered when construing this Lease.

8. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

9. This agreement will not be binding upon any party until this document has been executed by all parties thereto.

SIGNATURE BLOCKS CONTAINED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this Amendment under seal on the date first above written.

Witness/Attest:

Julie L. White

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Ramona Bell-Pearson (Seal)
(Signature Here)

Name: Ramona Bell-Pearson
Title: Assistant Chief
Administrative Officer

Fed Tax ID Number:

Witness/Attest:

Paul L. Klinedinst

LANDLORD:
SENECA CENTER II, LLC

By: Paul L. Klinedinst (Seal)
(Signature Here)

Name: Paul L. Klinedinst
Title: Managing Member

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: W. L. Paul 4-25-18

By: Cynthia Breneman (Seal)
(Signature Here)

Name: Cynthia Breneman
Title: Director of Real Estate