

Warehouse Lease Amendment #1—First Extension

This warehouse lease amendment is dated on or about the 26th day of April 2011 and is by and between the landlord, namely, DANIEL, DANIEL AND DANIEL (Landlord), and the tenant, namely, MONTGOMERY COUNTY, MARYLAND (County), a body corporate and politic and a political subdivision of the State of Maryland. Landlord and County (collectively, "Parties") agree:

1. Recitals. Parties represent:

(a) By the original lease document dated on or about February 3, 2006, (i) County leased the Premises, namely, 2 – 4 Metropolitan Court, Gaithersburg, Maryland, for use by the Montgomery County Public Library (MCPL) Materials Management Center (MMC) and (ii) the term of this lease ends March 31, 2011.

(b) The MCPL MMC continues to occupy the Premises. Because this lease is satisfactory to both Landlord and County, Parties intend to extend the term with this amendment.

2. Other Provisions. This lease now comprises this amendment and the original lease document. This amendment supersedes the original lease document, but all provisions in the original lease document that are not changed by this amendment remain unchanged and in force. Some provisions in the original lease document are repeated here.

3. Term. The term is hereby extended for this first extension of FIVE non-calendar years, starting April 1, 2011. The new "Ending Date" is March 31, 2016. See below for County's option to end this term early. Lease exhibit "A" in the original lease document, namely, County's Option to Extend Term, is void.

4. Rent Payment. County shall send all money to Landlord's depository now at DANIEL, DANIEL, AND DANIEL, P.O. Box 79876, Baltimore, Maryland 21279 – 0876, or to any other party or address as Landlord may direct by written notice on one or more occasions.

5. Base Rent Schedule. County shall (a) pay cumulative base rent of **\$869,880.00** (exclusive of additional rent, if any) and (b) pay all monthly base rent installments in advance by the first day of

Landlord: HALCYON ASSOCIATES

Tenant: MONTGOMERY COUNTY, MARYLAND

Premises: 2 – 4 Metropolitan Court, Gaithersburg, Maryland

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each calendar month by the following schedule, whose rows are for convenience only and do not reflect any division of the term:

First Extension Base Rent Installment Schedule

Period	Period starting date	No. of months	Monthly base rent installment (\$)	Period base rent (\$)
Lease year #6	1 April 2011	12	13,654.00	163,848.00
Lease year #7	1 April 2012	12	14,063.00	168,756.00
Lease year #8	1 April 2013	12	14,486.00	173,832.00
Lease year #9	1 April 2014	12	14,920.00	179,040.00
Lease year #10	1 April 2015	12	15,367.00	184,404.00
First extension base rent only				\$ 869,880.00

6. **Reconciliation.** On receipt of this amendment fully signed, Landlord shall reconcile County's actual base rent payments with the scheduled base rent payments.
7. **"AS-IS."** County is in possession of the Premises and accepts the Premises "AS-IS," subject to Landlord's maintenance and repair obligations.
8. **Brokers.** Pertaining to this amendment, County represents that it has not dealt with any finders or real estate agents or brokers.
9. **County's Option to End Term Early.** County has an option to end the term early. County may exercise this option at any time, but (a) the earliest term ending date will be March 31, 2014, (b) the early term ending date will be on the last day of a calendar month, and (c) the early term ending date will be at least six full calendar months after Landlord receives written notice of County's election. County is not required to pay any money to Landlord to exercise this option and the cumulative base rent shall be adjusted downwards to reflect only the total number of monthly installments of the adjusted term. County maintains its right to terminate for non-appropriation in accordance with Lease paragraph #35.
10. **Delivery Required.** This amendment (a) is not an offer, option, nor reservation and (b) becomes binding only on execution and delivery by both Landlord and County.

Signature page follows next.

Landlord: HALCYON ASSOCIATES
 Tenant: MONTGOMERY COUNTY, MARYLAND
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Signature Page

IN WITNESS WHEREOF, Parties hereto have caused this lease amendment to be properly executed.

Witness To Mr. Daniel:

Landlord: DANIEL, DANIEL AND DANIEL

By: David Battie

By: [Signature]
General Partner

Printed name: John Daniel

Date signed: 8 April 2011

County:
MONTGOMERY COUNTY, MARYLAND

By: [Signature]
Diane R. Schwartz-Jones

Assistant Chief Administrative Officer

Date: 4/26/11

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: [Signature]

Date: 4/4/11

By: [Signature]
Cynthia Brenneman, Director

Office of Real Estate

Date: 4/1/11

Landlord: HALCYON ASSOCIATES
Tenant: MONTGOMERY COUNTY, MARYLAND
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