

Warehouse Lease Amendment #2 — Second Extension

This warehouse lease amendment is dated on or about the 1st day of April 2016 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:

Article #1 General

#1.1 Recitals. Parties state that:

a) By the initial lease document dated on or about February 3, 2006, (1) 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 (2) the initial term of this lease ended March 31, 2011.

b) By the first amendment to this lease, dated on or about April 26, 2011, the term of this lease was extended for five non-calendar years through March 31, 2016.

c) The purposes of this amendment are (1) to extend the term and (2) provide for improvements to the Premises.

#1.2 Priority. This lease now comprises the initial document as previously amended and this amendment. This amendment supersedes the initial document as previously amended but all clauses in the initial document as previously amended that are not changed in this amendment remain unchanged and in force. Some clauses in the initial document as previously amended are repeated here for convenience.

#1.3 Term. The term for the Premises is hereby extended for the SECOND extension of FIVE non-calendar years and THREE calendar months starting April 1, 2016 and with a scheduled termination date of June 30, 2021.

#1.4 Improvements. Tenant accepts the Premises AS-IS, except as stated in Article #3, Improvements.

#1.5 No Brokers. Pertaining to this amendment, Tenant represents that it has not dealt with any third-party real estate agents or brokers.

Landlord: Daniel, Daniel and Daniel

Version date: March 23, 2016

Tenant: Montgomery County, MD (MCPL at 2-4 Metropolitan Court)

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#1.6 Delivery Required. This amendment (a) is not an offer, option, nor reservation and (b) becomes binding only on both execution and delivery by both Landlord and Tenant.

Article #2 Base Rent Schedule

#2.1 Landlord's Depository. Tenant shall send all money to Landlord's present depository or to any other party or address as Landlord may direct by notice on one or more occasions. Rent may be paid by electronic funds transfer (EFT). If an EFT arrangement is not in effect, then Landlord's depository is now at:

Daniel, Daniel and Daniel
 c/o Standard Properties, Inc.
 5500 MacArthur Boulevard, NW
 Washington, DC 20016

#2.2 Base Rent Schedule. For this extension, Tenant shall (a) pay base rent of **\$979,020.00** (exclusive of additional rent, if any) and (b) pay all monthly base rent installments in advance by the first day of each calendar month by this schedule:

Second Extension Base Rent Installment Schedule

Period	Period starting date	No. of months	Monthly base rent installment (\$)	Period base rent (\$)
Lease year #11 part "A"	April 1, 2016	3	0.00	0.00
Lease year #11 part "B"	July 1, 2016	12	15,367.00	184,404.00
Lease year #12	July 1, 2017	12	15,828.00	189,936.00
Lease year #13	July 1, 2018	12	16,303.00	195,636.00
Lease year #14	July 1, 2019	12	16,792.00	201,504.00
Lease year #15	July 1, 2020	12	17,295.00	207,540.00
Total base rent (exclusive of additional rent, if any)				\$979,020.00

This is the end of Article #2

Following next is Article #3, Improvements

Article #3 Improvements

#3.1 Landlord's Work. Landlord shall provide and pay for the following Landlord's Work only; there is no other Landlord's Work. Except as noted, Landlord's Work will be Building Standard for general office and warehouse use. Landlord's work includes the following:

- a) Quantity of 14 (fourteen), 28" baseboard electrical heater units, Hydronic , #3900 series along west wall in cubicle area.
- b) New electric hand dryers in bathrooms.
- c) Quantity of 2 (two) Mitsubishi supplemental HVAC units in the front offices.
- d) Repaint as required, walls and trim in the lobby, main hallways, open area, book processing, bathrooms, breakroom and conference room.
- e) Install doorbell at the truck bay to ring in the book processing area.
- f) Install extension wands for all mini blinds along west wall.
- g) Replace flooring, either carpet tile or VCT in the Lobby, main hallway, connecting hallway to bathroom area.
- h) Install new stair entry (fiberglass pre-fab) with grip rite system.
- i) Parking lot, clean and prepare for crack fill , apply sealcoat and restripe to designate for parking control.

#3.2 Completion. Landlord shall use reasonable efforts to complete Landlord's Work within 30 days or receiving a fully signed amendment.

This is the end of Article #3.

Following next is Article #4, Signatures.

Article #4 Signatures

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

Witness to Mr. Daniel:

Landlord: DANIEL, DANIEL AND DANIEL

Daniel Keltis

By: [Signature]

Printed: JOHN DANIEL

General Partner

Date signed: March 23, 2016

Tenant: MONTGOMERY COUNTY, MARYLAND

By: [Signature]

Ramona Bell-Pearson

Asst. Chief Administrative Officer

Date signed: 4/1/16

RECOMMENDED:

APPROVED AS TO FORM AND
LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

Cynthia L. Brenneman, Director

Office of Real Estate

Department of General Services

By: [Signature]

Date signed: 3/23/16

Date signed: 3/23/16