

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Amendment") is entered into on this 12 day of December, 2016, by and between JBG/PINEY BRANCH RETAIL, LLC, a Delaware limited liability company ("Landlord") whose address is c/o JBG/Retail Management, L.L.C., 4445 Willard Avenue, Suite 400, Chevy Chase, Maryland 20815, and Montgomery County, Maryland a body corporate and politic and subdivision of the state of Maryland ("Tenant" or "County") whose address is c/o Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attn.: Director of Real Estate, with a copy to (that does not, in itself, constitute notice) Montgomery County, Maryland, Office of the County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850.

RECITALS:

A. Landlord's predecessor and County entered into a Lease Agreement dated December 8, 1998 (the "Original Lease"), as amended by that certain Lease Amendment and Extension of Lease dated July 31, 2005 (the "First Amendment") and that certain Second Lease Amendment and Extension of Lease dated May 28, 2010 (the "Second Amendment") (collectively, the "Lease") relating to certain premises containing approximately two thousand four hundred (2,400) square feet located on the main level (the "Main Level Space") and two thousand four hundred (2,400) square feet of basement space (the "Basement Space") located in the basement level of the Shopping Center located at 8513 Piney Branch Road, Silver Spring, Maryland 20910 (the "Premises"). As used in this Amendment, the term "Lease" shall mean the "Lease, as amended hereby," unless there is an express reference to the Original Lease or the context requires it to mean the Original Lease, the First Amendment or the Second Amendment.

B. Landlord and County have agreed to amend the Lease upon the terms, conditions covenants and agreements set forth in this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby reciprocally acknowledged, Landlord and County agree as set forth below.

1. Recitals. The foregoing recitals and representations form a material part of this Amendment and are incorporated herein by this reference.
2. Premises. The Lease is amended to provide that for the sole purpose of the payment of rent (including, without limitation, annual and/or monthly rent, County's proportionate share for real estate taxes and Common Area maintenance) the "Premises" is deemed to consist of the Main Level Space containing approximately two thousand four hundred (2,400) square feet. Except for the payment of rent (including, without limitation, County's proportionate share for real estate taxes and for Common Area maintenance), all other terms, conditions, obligations and liabilities set forth in the Lease regarding the Premises shall apply to the Basement Space and the Main Level Space.
3. Ratification. Except as above modified, the Lease is hereby ratified and confirmed and shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment under their respective seals on the day and year first above written.

WITNESS:

[Signature]
[SEAL]

LANDLORD:

JBG/PINEY BRANCH RETAIL, LLC, a Delaware limited liability company

By: JBG/Company Manager IV, L.L.C., a Delaware limited liability company, its managing member

By: [Signature]

Name: Carter Davis
Authorized Signatory

Title:

WITNESS:

[Signature]

COUNTY:

Montgomery County Maryland

By: [Signature] [SEAL]

Name: Ramona Bell-Pearson

Title: Assistant Chief Admin Officer

**APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY**

By: [Signature]
Name: Alexandria Thompson
Title: Associate County Atty.

RECOMMENDED:

By: [Signature] [SEAL]
Name: Cynthia Brennan
Title: Director, Office of Real Estate