

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE entered into this 6th day of November, 2020, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as “the County” and BETTY B. CASEY TRUST, hereinafter referred to as “Landlord” (the County and Landlord together the “Parties”).

WITNESSETH:

WHEREAS, The County and the Landlord are Parties to a Lease Agreement, dated July 1, 1999, as amended by that certain First Amendment to Lease, dated September 7, 2004, and as further amended by that certain Second Amendment to Lease, dated June 23, 2010, and as further amended by that certain Third Amendment to Lease, dated July 8, 2015 (the Lease Agreement and the first, second and third amendments thereto, together the “Lease”), under which the County leases from the Landlord the Leased Premises known as units 8516, 8520, 8532, 8536, and 8540 Anniversary Circle, comprising 36,000 rentable square feet of space within the Building known as Casey Warehouse Center; and

WHEREAS, the Parties desire to amend the Lease to add another unit of approximately 7,200 square feet, known as 8528 Anniversary Circle, to the definition of Leased Premises, as that term is defined in the Lease, under the same terms, conditions, rental rates, and covenants and restriction as set forth in the Lease, except as amended by this Fourth Amendment.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties amend the terms of the Lease as follows.

1. EFFECTIVE. This Amendment shall be effective as of November 1, 2020.
2. PREMISES: The Leased Premises under Section 1 of the Lease Agreement is amended to include the 7,200 square foot Bay known as 8528 Anniversary Circle, and the total square footage of the Leased Premises is amended to reflect the new total square footage of 43,200 rentable square feet of space within the building known as Casey Warehouse Center, and Tenant’s pro-rata share of Real Estate Taxes under Section 6B of the Lease, is amended to Forty Two and 86/100 percent (42.86%).

3. RENTAL ADJUSTMENTS: The annual rent payable by the County as set forth in the Third Amendment to Lease is amended to include Bay 8528, according to the following schedule:

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
Remaining Ext. Year 6 (2020/21)	\$263,520.00/Nov. 20 – June 21	\$32,940.00/month
Ext. Year 7 (2021/22)	\$406,944.00/year	\$33,912.00/month
Ext. Year 8 (2022/23)	\$406,944.00/year	\$33,912.00/month
Ext. Year 9 (2023/24)	\$406,944.00/year	\$33,912.00/month
Ext. Year 10 (2024/25)	\$406,944.00/year	\$33,912.00/month

In addition to the rent schedule as outlined above, Tenant's contribution towards the Common Area Maintenance as outlined in Section 8 of the Lease, and Tenant's payment of the water & sewer charges, as set forth in Section 3 of the First Amendment to Lease shall apply to Bay 8528 Anniversary Circle as of the Effective date of this Fourth Amendment.

4. RATIFICATION OF TERMS: All terms, covenants and conditions of the Lease not expressly amended by this Fourth Amendment to Lease shall remain in full force and effect and are hereby ratified and affirmed in all respects.

SIGNATURE PAGE TO FOLLOW

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

WITNESS:

By: 

LANDLORD:
BETTY B. CASEY TRUST

By: 

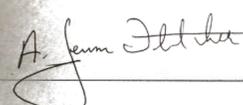
Andrew W. Horman, Executive Director
Casey Management, Inc. Agent for Landlord

Date: 11/2/20

WITNESS:

By: 

TENANT:
MONTGOMERY COUNTY,
MARYLAND

By: 

Jerome Fletcher
Assistant Chief Administrative Officer

Date: 11/6/2020

Date: 11/6/2020

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

Neal Anker
Associate County Attorney

Date: 11/5/2020

RECOMMENDED

By: 

Cynthia Brenneman, Director
Office of Real Estate

Date: 11/3/2020