

THIRD LEASE AMENDMENT AND EXTENSION OF THE LEASE

THIS THIRD AMENDMENT AND EXTENSION OF LEASE ("Third Amendment") is entered into and effective February 1, 2019, by and between THE GUDELSKY COMPANY, LLP d/b/a The Montgomery Center ("Landlord"), by GRADY MANAGEMENT, INC., its duly authorized managing agent whose mailing address is The Montgomery Center, c/o Grady Management, Inc., Suite 625, 8630 Fenton Street, Silver Spring, Maryland, 20910 and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a subdivision of the state of Maryland ("Tenant" or the "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 (that does not, in and of its self, constitute notice) to Montgomery County, Maryland, Office of the County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland, 20850. (the Landlord and the County together the "Parties.").

RECITALS

Landlord and County entered into a Lease Agreement, dated December 26, 2000, as amended by the First Amendment to Lease dated February 8, 2005, and further amended by Second Lease Amendment and Extension of the Lease dated July 22, 2011 (collectively the "Lease"), by which the County leases approximately 21,063 rentable square feet of space ("Premises") located on the 10th Floor of the Montgomery Center, 8630 Fenton Street, Suite 1010, Silver Spring, Maryland, 20910 ("Building"), for a term which is set to expire on January 31, 2019 ("Extension Term"); and

Landlord and the County have agreed to modify the Extension Term so that the Extension Term shall end on January 31, 2029; and

Landlord and the County desire to extend the term of the Lease for an additional ten (10) years commencing February 1, 2019 and ending January 31, 2029; and

Landlord and the County agree to amend said Lease upon the terms, conditions, covenants and agreements set forth in this Third Amendment to reflect the same.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows.

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. Extension Term. The Extension Term shall be revised so that the expiration date of the Extension Term shall be January 31, 2029. Any provision regarding Rent in the Lease past the expiration date of the Extension Term shall no longer be applicable.

4. Rent. Effective as of the date hereof, paragraph 3 of the Lease, entitled, "Rent" shall be modified by deleting the first sentence in its entirety and adding the following in lieu thereof:

"During years one and two of the Revised Extension Term, February 1, 2019 through January 31, 2021, the County shall pay or cause to be paid to the Landlord the full service rent in the annual amount of Five Hundred Fifty-Eight Thousand One Hundred Sixty Nine and 50/100 Dollars (\$558,169.50) payable in equal monthly installments of Forty-Six Thousand Five Hundred Fourteen and 12/100 Dollars (\$46,514.12).

Effective as of the date hereof, paragraph 3 of the Lease, entitled, "Rent" shall be modified by adding the following as a new paragraph:

"Landlord will abate four (4) months of the then escalated Full Service Rent within the months of February 1, 2019 and February 1, 2020, February 1, 2021, February 1, 2022.

5. Rent Adjustments. Effective as of the date hereof, paragraph 4 of the Lease, entitled, "Rent Adjustments" shall be modified by deleting the paragraph in its entirety and adding the following in lieu thereof:

"It is agreed between the Parties that the annual Full Service Rent paid to the Landlord shall be adjusted commencing with the third lease year (i.e. February 1, 2021) and on each anniversary date of the lease thereafter by a fixed Two Percent (2%) increase over the Full Service Rent paid to Landlord in the previous lease year.


6. Broker. Landlord represents and warrants to the County that the Landlord has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Third Amendment.

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


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

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

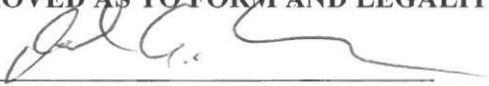
LANDLORD:
THE GUDELSKY COMPANY, LLP,
d/b/a The Montgomery Center
by GRADY MANAGEMENT, INC, agent for
Landlord

By: 
Name: BRIAN S ALFORD
Title: PRESIDENT
Date: 2/6/19

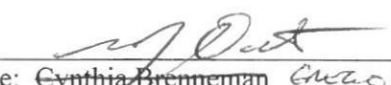
TENANT: MONTGOMERY
COUNTY, MARYLAND

By: 
Name: Fariba Kassiri
Title: Assistant Chief Administrative Officer
Date: 2/1/19

APPROVED AS TO FORM AND LEGALITY:

By: 
Name: Neal Anker
Title: Associate County Attorney
Date: 1/28/19

RECOMMENDED BY:

By: 
Name: Cynthia Breneman
Title: Director, Office of Real Estate
Date: 1-25-2019