

### THIRD AMENDMENT TO LEASE

**THIS THIRD AMENDMENT TO LEASE** (the "Amendment") is made and entered into this 15<sup>th</sup> day of February, 2012 (the "Agreement Date") by and between SAUL SUBSIDIARY LIMITED PARTNERSHIP (hereinafter referred to as "Landlord") and MONTGOMERY COUNTY, MARYLAND (hereinafter referred to as "Tenant") T/A WHITE OAK LIQUOR & WINE, MCDLC,

**WHEREAS**, Landlord and Tenant have entered into that certain Lease dated May 20, 1992, Amendment to Lease dated March 24, 1997, and Second Amendment to Lease dated February 9, 2007 (collectively the "Lease") for approximately 5,499 square feet of space in the White Oak Shopping Center located at 11267 New Hampshire Avenue, Silver Spring, Maryland 20904; and

**WHEREAS**, the parties hereto desire to enter into this Amendment to Lease for the purposes hereinafter set out.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM.** Article 2 of the Lease captioned "Term" is hereby amended effective upon the Agreement Date, which is the date of mutual execution by both Landlord and Tenant of the Amendment, to extend the term of the Lease one hundred twenty (120) months commencing on June 1, 2012 and ending on May 31, 2022.

2. **MINIMUM RENT.** Notwithstanding that Tenant shall continue to pay rent as agreed upon in the Second Amendment to Lease until May 31, 2012, Minimum Rent shall not be payable or due for the period commencing on the first day of the month following the Agreement Date and shall end sixty (60) days thereafter.

Effective on June 1, 2012, Article 3 of the Lease captioned "Rent" shall be amended as follows:

"(a) Tenant shall pay Minimum Rent in the amount of One Hundred Ninety-Two Thousand Four Hundred Sixty-Five and No One-Hundredth Dollars (\$192,465.00) per year in equal monthly installments of Sixteen Thousand Thirty-Eight and Seventy-Five One-Hundredth Dollars (\$16,038.75) each for the period commencing on the first day of June, 2012 and ending on the last day of May, 2017; and

(b) Tenant shall pay Minimum Rent in the amount of Two Hundred Twenty-One Thousand Four and Eighty-One One-Hundredth Dollars (\$221,004.81) per year in equal monthly installments of Eighteen Thousand Four Hundred Seventeen and Seven One-Hundredth Dollars (\$18,417.07) each for the period commencing on the first day of June, 2017 and ending on the last day of May, 2022."

3. **ASSIGNMENT.** The last sentence of Paragraph 6 of the First Amendment to Lease dated March 24, 1997 is hereby amended to delete the last sentence of Paragraph 6 in its entirety.

4. **NOTICES.** Article 31 of the Lease captioned "Notices" is hereby deleted and the following is substituted in its place: "All notices, rent or other payments required or desired to be given hereunder by either party to the other shall be sent by first class mail, postage prepaid, or by a reputable commercial messenger service, except that notices of default and notices related to the exercise of options or other rights under this Lease shall be sent by certified mail, return receipt requested or by a receipted overnight commercial messenger service (such as Federal Express or UPS) for delivery on the next following business day. Notice of any matter given orally, by telephone, facsimile, email or in any form other than as provided in this Article 31 shall be of no force or effect, and shall not be binding on the intended recipient unless the intended recipient, at its option

and without any obligation to do so, sends the party sending such communication a notice in accordance with this Article 31 accepting receipt of such non-conforming notice and waiving the requirements of this Article 31. Consent by Landlord to any non-conforming notice shall not constitute a waiver of the requirements of this Article 31 with respect to any subsequent notice or notices. Notices sent by mail shall be deemed to be received on the date of actual receipt by the recipient or on the date delivery is refused. Notices sent by a receipted overnight commercial messenger service shall be deemed received on the next business day after depositing with such delivery service. Notices to the respective parties, and any amounts required to be paid hereunder, shall be addressed and sent as follows:

If to Landlord:           **Notices and Correspondence**  
c/o Windham Management Company  
7501 Wisconsin Avenue, Suite 1500  
Bethesda, Maryland 20814-6522  
Attention: Legal Department

**Rent, Payments, Etc.**  
c/o Saul Subsidiary I Limited Partnership  
P.O. Box 64812  
Baltimore, Maryland 21264-4812

If to Tenant:           Montgomery County  
Department of General Services  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attention: Director of Real Estate

**With a copy that does not constitute a notice:**  
Office of the County Attorney for Montgomery County, Maryland  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attention: County Attorney

Either party may designate a substitute address, from time to time, by notice in writing sent in accordance with the provisions of this Article 31."

5.       **DELETION.** Effective on June 1, 2012, Paragraph 4 "Option" of the Second Amendment to Lease dated February 9, 2007 shall be deleted in its entirety and of no further force or effect.

6.       **TENANT TERMINATION FEE.** If the Lease is terminated by Tenant pursuant to the terms of Section 46 of the Lease or pursuant to the terms of Paragraph 9 of the First Amendment to the Lease dated March 24, 1997, then Tenant shall pay a termination fee to Landlord, which termination fee shall be equal to the total of the unamortized portion of the brokerage fees paid to Jones Lang LaSalle with respect to this Amendment based on a straight-line amortization of such amount over the ten (10) year term provided for herein, plus the amount equal to the sixty (60) days' worth of Minimum Rent forgiven in Paragraph 2 of this Amendment.

7.       **MISCELLANEOUS.** Except as specifically modified hereby, the Lease shall remain in full force and effect in accordance with the terms contained therein and is hereby ratified, approved and confirmed in all respects. Any agreement, obligation or liability made, entered into or incurred by or on behalf of Landlord binds only its property and no shareholder, trustee, officer, director, employee, partner or agent of the Landlord assumes or shall be held to any liability therefor. The provisions of this Amendment to Lease shall be binding upon the parties hereto, their successors, and to the extent permitted under the Lease, their assigns. If drafts of this Amendment or other communications between the parties were sent by email or other electronic methods, then the following additional provisions shall also apply: (i) any typewritten signature

included with any e-mail or any document attached to any email is not an electronic signature within the meaning of Electronic Signatures in Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act ("UETA"), as the same may be enacted in any State, (ii) any transmission of this Amendment is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined under UETA); instead, it is Landlord's intention that a record of such transaction shall be created only upon manually-affixed original signatures on an original document, and (iii) the final, definitive version of this Amendment shall be created by Landlord (the "Final Draft"), and Tenant authorizes Landlord to affix to the Final Draft the original, manually executed signature pages attached by Tenant to the executed document submitted by Tenant to Landlord.

8. **INTERPRETATION.** The submission of this Amendment for examination does not constitute an agreement, an option or an offer, and this Amendment becomes effective only upon execution and delivery thereof by Landlord. Neither party shall have any legal obligation to the other in the event that the Amendment contemplated herein is not consummated for any reason. Discussions between the parties respecting the proposed Amendment described herein, shall not serve as a basis for a claim against either party or any officer, director or agent of either party. Captions and headings are for convenience and reference only and shall not in any way define, limit or describe the scope or content of any provision of this Amendment. Except as otherwise provided herein, capitalized terms shall have the same meaning as set forth in the Lease. Whenever in this Amendment (i) any printed portion, or any part thereof, has been stricken out, or (ii) any portion of the Lease (as the same may have been previously amended) or any part thereof, has been modified or stricken out, then, in either of such events, whether or not any replacement provision has been added, this Amendment and the Lease shall hereafter be read and construed as if the material so stricken out were not included, and no implication shall be drawn from the text of the material so stricken out which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material had never been contained herein or in the Lease. The Exhibits referred to in this Amendment and attached hereto are a substantive part of this Amendment and are incorporated herein by reference.

The remainder of this page is intentionally blank.  
Signature page follows.

WITNESS the following signatures and seals.

ATTEST:

TENANT: MONTGOMERY COUNTY,  
MARYLAND

Julie L White  
(seal) Secretary

By: Ramona Bell-Pear

Name: Ramona Bell-Pearson  
Title: Dept. Chief Administrative Officer

Date: 2/23/12

Tax I.D. Number: 52-000980

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY:

RECOMMENDED:

By: Alexandra Thompson  
Name: Alexandra Thompson  
Title: Assistant Associate County Attorney

By: Cynthia Brennan  
Name: Cynthia Brennan  
Title: Director, Office of Real Estate

Date: 12/8/11

Date: 11/30/11

ATTEST:

LANDLORD: SAUL SUBSIDIARY I  
LIMITED PARTNERSHIP

By: Saul QRS, Inc., General Partner

Ephraim D. Lacer M.F.J.  
(seal) Assistant Secretary

By: B. Francis Saul III

Name: B. Francis Saul III  
Title: President