

LEASE EXTENSION AND MODIFICATION AGREEMENT

THIS LEASE EXTENSION AND MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 19th day of August 2015 by and between ROCKVILLE METRO PLAZA I, L. L. C. (hereinafter "Landlord") and MONTGOMERY COUNTY, MARYLAND (hereinafter "Tenant").

RECITALS

A. On or about April 26, 2005 Landlord and Tenant entered into a written agreement of the lease (the "Lease") whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises located on the eighth (8th) floor of the building known as Rockville Metro Plaza I, 111 Rockville Pike, Rockville, Maryland (the "Building") and containing approximately 13,013 rentable square feet and being known as Suite 800 (the "Premises").

B. The current expiration date of the Lease is September 30, 2015.

C. Landlord and Tenant wish to (i) extend the Term of the Lease and (ii) make certain other modifications to the Lease.

NOW THEREFORE for good and valuable consideration had and exchanged, including these presents, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby the parties hereto agree as follows:

1. **Capitalized Terms.** Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Lease.

2. **Extension of Lease Term; Option to Terminate.** The Term of the Lease shall be, and is hereby, extended for a period of one (1) year from October 1, 2015 until September 30, 2016 (the "Extended Term").

Notwithstanding the foregoing, provided that no uncured Default, beyond applicable cure and notice periods, shall exist on the date such notice is given and on the effective date of termination, Tenant shall have the option to terminate the Lease at any time during the Extended Term by giving the Landlord not less than six (6) months prior written notice (e. g., in order to terminate the Lease on January 31, 2016 Tenant must give written notice by not later than July 31, 2015).

3. **Base Rent.** The Annual Base Rent during the Extended Term shall be \$481,741.32 payable in monthly. The Monthly Base rent shall be \$40,145.11.

4. **Operating Costs Base Year and Real Estate Tax Base Year.** During the Extended Term (i) the Operating Costs Base Year (as defined in Section 9.2 of the Lease) shall remain the 2005 calendar year and (ii) the Real Estate Tax Base Year (as defined in Section 10.2 of the Lease) shall remain the 2005 calendar year.

5. **Condition of Premises; Allowance for Tenant Improvements.** Tenant hereby accepts the Premises in their current as-is, where-is condition and agrees that Landlord has no obligation to make any alterations, additions or improvements to the Premises as a condition of this Agreement.

6. **Brokerage.** Tenant represents and warrants to Landlord that Tenant has not authorized any broker, agent or finder purporting to act on its behalf in respect to this Agreement

and Tenant hereby agrees to indemnify and hold harmless Landlord from and against any cost, expense, claims, liability or damage resulting from a breach of the representation and warranty herein contained.

7. Miscellaneous.

(a) Counterparts. This Agreement may be executed in several counterparts, but all counterparts shall constitute one and the same legal document.

(b) Authority. Landlord and Tenant hereby covenant each for itself that each has full right, power and authority to enter into this Agreement upon the terms and conditions herein set forth.

(c) Examination of Agreement. Submission of this Agreement for examination or signature by Tenant shall not constitute reservation of or option for Agreement, and the same shall not be effective until execution and delivery by both Landlord and Tenant.

(d) Interpretation. Although the printed provisions of this Agreement were drawn by Landlord, this Agreement shall not be construed for or against Landlord or Tenant, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(e) Entire Agreement; Modification. This Agreement contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, discharge or modify any provision of the Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, discharge or modification is sought.

(f) Other Provisions. As of the date hereof, neither Landlord nor Tenant has received notice of any default under the Lease. Signatures of this Agreement which are transmitted by either or both electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this Agreement to the other party upon request. Tenant shall not record this Agreement nor a memorandum thereof. If any provision of the Lease, as amended by this Agreement, is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions must not be impaired or affected, and the rights and obligations of the parties must be construed and enforced as if the Lease, as amended by this Agreement, did not contain that certain part, term or provision held to be illegal, invalid or unenforceable. The Lease, as amended by this Agreement, and the rights and obligations of the parties hereto, must be construed and enforced in accordance with the laws of the state in which the Premises are located.

8. Ratification. The Lease, as modified by this Agreement, is hereby ratified and remains in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD
ROCKVILLE METRO PLAZA I, L. L. C.
a Maryland limited liability company

By: F. P. Rockville, L. P.
A Maryland limited partnership
Its Manager

By: Foulger Investments, Inc.
Its General Partner

By: 
Name: Cameron Peatt
Title: Authorized Party

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: 

Name: Ramona Bell-Pearson

Title: Asst. Chief Administrative Officer