

SECOND LEASE EXTENSION

THIS SECOND LEASE EXTENSION made this 24th day of September, 2014, by and between **Wheaton Motel Associates Limited Partnership**, successor in interest to Wheaton Commercial Center Associates Limited Partnership (hereinafter referred to as the "Landlord") and **Montgomery County, Maryland** (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, on April 13, 2005, Landlord and County entered into a Lease Agreement and the Lease Extension dated June 20, 2013 (hereinafter collectively the "Lease") for the Leased Premises at the Building addressed as 2729 University Boulevard, Wheaton, Maryland, containing approximately 1,863 rentable square feet of space the "Demised Premises"), which current Lease Term commenced July 1, 2012 and expired June 30, 2014; and

WHEREAS, The County and Landlord have agreed to extend the Lease for an additional two (2) years commencing July 1, 2014 and terminating June 30, 2016 upon the terms, covenants, conditions and agreements hereinafter set forth,

NOW, THEREFORE, it is mutually agreed as follows:

1. That the Term of the said Lease and the obligation of the County to pay rent thereunder shall be extended by an additional Term of two (2) years which commenced on July 1, 2014 and shall terminate on June 30, 2016.

2. County shall pay to Landlord as Base Rent for the Demised Premises the annual sums as shown below, payable without deduction or demand, in equal monthly installments, as shown below:

| <u>Period</u> | <u>Annual Base Rent</u> | <u>Monthly Installment</u> |
|-------------------|-------------------------|----------------------------|
| 7/01/14 – 6/30/15 | \$76,632.00 | \$6,386.00 |
| 7/01/15 – 6/30/16 | \$78,930.96 | \$6,577.58 |

3. County accepts the Demised Premises in its "as is" condition.

4. It is understood and agreed, and as a material inducement for Landlord to enter into this Lease, the Landlord reserves the right to terminate this Lease, at no cost or other obligation to Landlord, in order to demolish and/or perform a major renovation to the Building. Provided further, the Landlord shall provide County with an opportunity to lease comparable space in the Building subsequent to such major renovation or demolition on market terms and conditions, as solely determined by Landlord. Should Landlord exercise this termination right, Landlord shall be obligated to provide one hundred and twenty (120) days written notice to County, and the Lease shall

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terminate and be of no further force and effect, and County shall be required to vacate the Demised Premises.

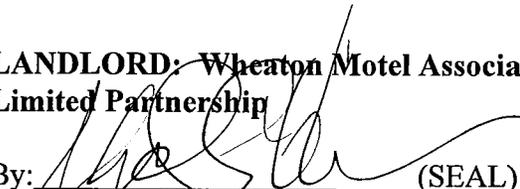
5. Except as otherwise herein provided, all of the terms, covenants, conditions and agreements of the original Lease, including the Lease/Rider Addendum, and as amended by this Second Lease Extension, shall be equally applicable to such extended Lease Term which is called for in this Second Lease Extension.

IN WITNESS WHEREOF, Landlord and the County hereby ratify this Lease Extension as their intended act and deed, all done as of the day and year first above written.

WITNESS:



LANDLORD: ~~Wheaton Motel Associates Limited Partnership~~

By:  (SEAL)

Richard S. Cohen

Date: 9/24/14

WITNESS:



TENANT: **Montgomery County, Maryland**

By:  (SEAL)

Ramona Bell-Pearson, Assistant Chief Administrative Officer

Date: 10/2/14

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

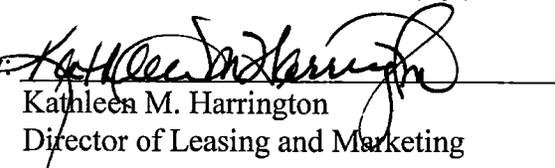
RECOMMENDED:

By:  (SEAL)

Name: Cynthia Brennehan

Title: Director, Office of Real Estate

AGENT: AXENT REALTY GROUP

By: 
Kathleen M. Harrington
Director of Leasing and Marketing