

## SECOND AMENDMENT TO OFFICE LEASE

This SECOND AMENDMENT TO OFFICE LEASE (this "**Second Amendment**") is made and entered into as of April ~~1~~<sup>6</sup>/<sub>3</sub> 2014, by and between WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P., a Maryland limited liability partnership ("**Landlord**"), and MONTGOMERY COUNTY, MARYLAND, a Body Corporate and Politic and Political Subdivision of the State of Maryland ("**Tenant**"), together the "Parties".

### R E C I T A L S :

A. Landlord and Tenant entered into that certain Office Lease, dated June, 2006 (the "**Office Lease**"), as amended by that certain First Amendment to Lease, dated April 1, 2009 (the "**First Amendment**"), whereby Landlord leases to Tenant and Tenant leases from Landlord in that certain office building located at 11002 Veirs Mill Road, Wheaton, Maryland 20902 (the "**Building**"), that certain premises ("**Premises**") comprised of (i) Suite 100 (the "**Suite 100 Premises**"), and located on the first (1<sup>st</sup>) floor of the Building, (ii) Suite 200 (the "**Suite 200 Premises**"), and located on the second (2<sup>nd</sup>) floor of the Building, (iii) Suite 204 (the "**Suite 204 Premises**"), and located on the second (2<sup>nd</sup>) floor of the Building, and (iv) Suite 508 (the "**Suite 508 Premises**"), and located on the fifth (5<sup>th</sup>) floor of the Building. The Office Lease and the First Amendment shall collectively be referred to herein as the "**Lease**".

B. Landlord and Tenant now desire to amend the Lease (i) to permit Tenant to give back the Suite 204 Premises, (ii) to extend the Lease Term, and (iii) to otherwise amend the Lease, on the terms and conditions contained herein.

### A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** Each capitalized term when used herein shall have the same respective meaning as is given such term in the Lease, unless expressly provided otherwise in this Second Amendment.

2. **Premises.** Landlord and Tenant hereby acknowledge and agree that, notwithstanding any provision to the contrary set forth in the Lease, Tenant is currently leasing only the Suite 100 Premises, the Suite 200 Premises, the Suite 204 Premises and the Suite 508 Premises from Landlord pursuant to the terms of the Office Lease, as amended by the First Amendment and the terms of this Second Amendment.

3. **Suite 204 Premises.**

3.1 **In General.** Landlord and Tenant hereby acknowledge and agree that on or before March 30, 2014 (the "**Give-Back Date**"), notwithstanding anything in the Lease to the contrary, Tenant shall vacate and surrender and deliver exclusive possession of the Suite 204 Premises in accordance with the terms of the Lease, as hereby amended, and the Lease, with respect to the Suite 204 Premises only, shall terminate and be of no further force or effect. Accordingly, effective as of the date immediately following the Give-Back Date, (i) the Suite 204 Premises shall not be a part of the Premises, and Landlord and Tenant shall be relieved of their respective obligations under the Lease with respect to the Suite 204 Premises, except those obligations under the Lease which relate to the term of Tenant's lease of the Suite 204 Premises and/or which specifically survive the expiration of the Lease, including, without limitation, the payment of all Rent due with respect to the Suite 204 Premises up to and including the Give-Back Date, and (ii) the "Premises" shall be deemed to consist of 11,777 rentable square feet of space comprised of the Suite 100 Premises, the Suite 200 Premises, and the Suite 508 Premises only (collectively, the "**Remaining Premises**"). In the event Tenant does not timely vacate the Suite 204 Premises in accordance with the terms hereof, then the terms and conditions of Article 16 of the Office Lease shall apply with respect thereto.

3.2 **Representations of Tenant.** Tenant represents and warrants to Landlord that with respect to the Suite 204 Premises (a) Tenant has not heretofore sublet the Suite 204 Premises nor assigned all or any portion of its interest in the Lease with respect thereto, (b) no other person, firm or entity has any right, title or interest in the Lease with respect to the Suite 204 Premises, and (c) Tenant has the full right, legal power and actual authority to enter into this Second Amendment and to terminate the Lease with respect to the Suite 204 Premises without the consent of any person, firm or entity. Tenant further represents and warrants to Landlord that as of the date hereof there are no, and as of the Give-Back Date, there shall not be any, mechanics' liens, or other liens encumbering all or any portion of the Suite 204 Premises, by virtue of any act or omission on the part of Tenant, its predecessors, contractors, agents, employees, successors, assigns or subtenants. The representations and warranties set forth in this Section 3.2 shall survive the termination of the Lease with respect to the Suite 204 Premises and Tenant shall be liable to Landlord for any inaccuracies or any breach thereof.

4. **"As-Is" Condition.** Tenant acknowledges that Tenant has been and is in occupancy of the Premises. Tenant is fully aware of the condition of the Premises, and therefore, Tenant shall continue to accept the Premises in its presently existing, "as is" condition and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises prior to or during the "New Term," as that term is defined in Section 5, below. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business.

5. **New Term.** Landlord and Tenant acknowledge and agree that the Lease Term is scheduled to expire on March 30, 2014 and that Landlord and Tenant are entering into this Second Amendment to, among other things, extend the Lease Term in accordance with the terms set forth in this Second Amendment. Notwithstanding the foregoing or any provision to the

contrary contained in the Lease, the Lease Term is hereby extended for a period (the "New Term"), commencing on March 31, 2014 (the "New Term Commencement Date") and expiring (unless sooner terminated as provided in the Lease, as amended) on March 31, 2016 (the "New Term Expiration Date"), on the terms and conditions set forth in this Second Amendment.

6. **Rent.**

6.1 **Base Rent.** Notwithstanding any provision to the contrary set forth in the Lease, commencing as of the New Term Commencement Date and continuing throughout the New Term, Tenant shall pay monthly installments of Base Rent for the Remaining Premises in the amounts set forth below, which payments shall be made in accordance with the terms of the Lease:

<u>Period During New Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>	<u>Annual Rental Rate per Square Foot</u>
March 31, 2014 – March 31, 2015	\$331,875.86	\$27,656.32	\$28.18
April 1, 2015 – March 31, 2016	\$339,648.68	\$28,304.06	\$28.84

6.2 **Operating Expenses and Tax Expenses.** Notwithstanding any provision to the contrary contained in the Lease, with respect to the period of the Lease Term occurring from and after the New Term Commencement Date, Tenant shall pay to Landlord Tenant's Share of Operating Expenses and Tax Expenses attributable to the Remaining Premises that arise or accrue during such period in accordance with the terms of the Lease, provided, however, that effective as of the New Term Commencement Date, Tenant's Share shall be equal to 14.75%.

7. **Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment, excepting only CBRE, Inc. (the "Broker"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Second Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Broker. The terms of this Section 7 shall survive the expiration or earlier termination of the Lease, as amended.

8. **Notices.** Notwithstanding any provision to the contrary contained in the Lease, all notices required or permitted to be given to the Parties under the Lease, as amended hereby, shall be addressed as follows:

If to Landlord:

West Valley Owner LLC  
c/o Westfield, LLC  
2049 Century Park East, 41st Floor  
Los Angeles, California 90067  
Attention: Mr. Jason Feeley

with a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP  
1901 Avenue of the Stars, Suite 1800  
Los Angeles, California 90067  
Attention: Kyle Y. Hoshide, Esq.

If to Tenant:

COUNTY:

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

With 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  
Attn: County Attorney

9. **Conflict; No Further Modification.** In the event of any conflict between the Lease and this Second Amendment, the terms and provisions of this Second Amendment shall prevail. Except as specifically set forth in this Second Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above-written.

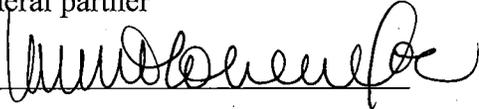
"LANDLORD"

WHEATON PLAZA REGIONAL SHOPPING CENTER  
L.L.P.,  
a Maryland limited liability partnership

By: Wheaton Plaza No. 1 LLC,  
a Delaware limited liability company,  
its managing partner

By: Westfield America Limited Partnership,  
a Delaware limited partnership,  
its sole member

By: Westfield U.S. Holdings, LLC,  
a Delaware limited liability company,  
its general partner

By: 

Name: Laurie Yoo

Title: Assistant Secretary

Date: \_\_\_\_\_

"TENANT"

MONTGOMERY COUNTY, MARYLAND, a  
body corporate and politic and political subdivision  
of the State of Maryland

By: 

Name: Ramona Bell-Pearson

Its: Assistant Chief Administrative Officer

Recommended by: Cynthia L. Brenneman,  
Director, Office of Real Estate

By: 

Name: Cynthia L. Brenneman

Date: 4/3/14

Approved as to Form and Legality  
Office of Tenant Attorney

By: Alexandra Thompson

Name: Alexandra Thompson

Date: 4/7/14