# THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is made as of the 29th day of December, 2014, by and between Eleven North Washington Street, L.L.C. successor in interest to Courthouse Square Development, L.L.C., ("Landlord"), c/o Investment Properties, Inc., ("Agent"), and MONTGOMERY COUNTY, MARYLAND, ("Tenant") hereinafter referred to as "the County".

WITNESSETH:

WHEREAS, by that certain Lease Agreement dated August 23, 2001 (the "Lease"), Landlord leased to the County and the County leased from Landlord, approximately 5,156 square feet of rentable area known as Suite 250 (the "Original Premises"), on the second (2nd) floor of the building located at 11 N. Washington Street, Rockville, Maryland (the "Building");

WHEREAS, by First Amendment to Lease dated March 3, 2005 the County surrendered the original premises and leased approximately 6,166 rentable square feet on the fourth (4th) floor of the Building and

WHEREAS, the term of the Lease was adjusted to seven years beginning with the commencement date of August 25, 2005 and ending date of August 31, 2012; and

WHEREAS, by Second Amendment to Lease dated May 12, 2008 the County leased from Landlord an additional 3,834 square feet of space on the third floor and adjusted the term of the Lease to commence on April 1, 2008 and to expire on March 31, 2015;

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and County do hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the same meanings as those ascribed to them in the Lease.

2. Leased Premises. Landlord leased to the County and the County leased from Landlord approximately 10,000 rentable square feet on the third (3rd) and fourth (4th) floors of the Building, as shown on Exhibit A attached hereto and incorporated by reference herein as a part of the Lease. This Lease has an expiration date of March 31, 2015. The County has requested that the expiration date of the Lease be extended three (3) months to June 30, 2015 on the same terms and provisions set forth in the Lease except as modified by this Third Amendment and the Landlord hereby consents to this extension.

3. Commencement Date. The commencement date of the Third Amendment lease term (the Commencement Date") shall be April 1, 2015.

4. Term. The lease term with respect to the existing premises, shall commence on April 1, 2015 and shall expire three (3) months later on June 30, 2015. The County shall have no further contractual right under the Lease to renew the Lease Term.

5. Rent. The rent schedule for the New Premises shall be as follows:

| Lease Month | Monthly |
|---|---|
| April 2015 | $35,141.35 |
| May 2015 | $35,141.35 |
| June 2015 | $35,141.35 |

6. Use. The County covenants and agrees that the New Premises shall be used and occupied by the Montgomery County Health and Human Services ("Agency") as general/administrative offices.

7. Notices. All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail or with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or Landlord, respectively. Notices to the Parties must be addressed as follows:

THE COUNTY:
Montgomery County, Maryland
Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, MD 20850

With a copy that does not constitute notice to:
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

THE LANDLORD:
Eleven North Washington Street, L.L.C. successor in interest to
Courthouse Square Development, L.L.C.,
C/o Investment Properties, Inc.
11 N. Washington Street, Suite 200
Rockville, MD 20850
Telephone: 301-424-4727
Facsimile: 301-279-7944

8. Landlord and County represent and warrant to each other that the person signing this Third Amendment on its behalf has the requisite authority and power to execute this Third Amendment and to thereby bind the party on whose behalf it is being signed.

9. Landlord and County represent and warrant to each other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this Third Amendment. Landlord and County shall indemnify and hold each other harmless from any loss, claim or damage relating to the breach of the foregoing representation and warranty.

10. Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect.

Signature Page to Follow

IN WITNESS WHEREOF, Landlord and Tenant have executed this THIRD Amendment to Lease Agreement as of the day and year first hereinabove written.

LANDLORD

WITNESS:

By: _____
D'Arcy G. Gallagher, Jr.

Eleven North Washington Street. L.L.C., successor in interest to Courthouse Square Development, L.L.C.

By: _____
Name: James F. Whalen
Its: Managing Member

COUNTY:

WITNESS:

By: _____
L. Austin

Montgomery County, Maryland

By: Ramona Bell-Pearson

Name: Ramona Bell-Pearson

Title: Assistant Chief Adminstrative Officer

Date: 1/9/15

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____

DATE: 1/8/14

RECOMMENDED:

By: _____
Cynthia . . . Brenneman, Director
Office of Real Estate

Date: 1/8/15