

**SECOND LEASE AMENDMENT TO LEASE**

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of the 23 day of June 2010, by and between BETTY B. CASEY TRUST (hereinafter called "Landlord"), and MONTGOMERY COUNTY, MARYLAND ("Tenant").

**WITNESSETH:**

**WHEREAS**, Betty B. Casey Trust and Tenant have entered into that certain written Lease Agreement dated July 1, 1999 and having been amended by the First Amendment to Lease dated September 7, 2004(the "Lease"), pursuant to which Betty B. Casey Trust leased to Tenant, and Tenant leased from Betty B. Casey Trust, those certain premises consisting of approximately 36,000 rentable square feet of space and known as Casey Warehouse Center, Oakmont Avenue, Rockville, Maryland.

**WHEREAS**, the Tenant has been on a month-to-month tenancy in good standing with the Landlord since the First Amendment to Lease termination date of December 31, 2009.

**WHEREAS**, Landlord and the Tenant now desire to supplement and/or modify the terms of the Lease, in the manner set forth herein.

**NOW, THEREFORE**, in consideration of the Premises and of the mutual promises and agreement herein contained, Landlord and the Tenant agree that the Lease is hereby modified, amended, and/or supplemented as hereinafter set forth, and any language of, or provision in the Lease which is inconsistent or is in conflict with the following, and not hereinafter referred to, shall be deemed appropriately amended or modified:

1. **TERM**

Section Two (2) of the Lease Agreement is hereby amended by deleting the entire paragraph in its entirety and adding the following in lieu thereof:

**"TERM**

Landlord and Tenant agree that the Term of the Lease is and shall be extended for a period of Five (5) years, commencing on the execution of this Second Amendment to Lease."

2. BASE RENT

Section FOUR (4) of the Lease Agreement is hereby amended by deleting and adding the following in lieu thereof:

“BASE RENT

The fixed annual rent amount will change for the first year of the extended term to \$284,022.36, payable in equal monthly payments of \$23,668.52 beginning at the commencement of this Second Amendment to Lease. The annual rent amount shall increase 3 % each lease year thereafter”.

3. RIGHT TO TERMINATE

Section THREE (3) of the Lease Agreement is hereby amended by deleting and adding the following in lieu thereof:

“RIGHT TO TERMINATE

Tenant shall have the right to terminate 8532 Anniversary Circle at any time after the first Lease year by giving the Landlord ninety (90) days notice in writing at any time after the first Lease year”.

4. NON-MODIFICATION

Except as modified by this Second Lease Amendment, all terms, conditions, covenants, and agreements of the Lease shall be and remain in full force and effect.

5. NOTICES:

All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail 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 General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850 Attention: Director

With a copy that does not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

THE LANDLORD:

Betty B. Casey Trust  
c/o Casey Management Inc.  
800 South Frederick Avenue  
Gaithersburg, Maryland 20877

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date first written above.

WITNESS:

Penny Mitchell

LANDLORD:

BETTY B. CASEY TRUST

Agent For

By: Edward W Cole  
Name: Edward W Cole  
Title: Property Manager  
Date: 6-4-10

WITNESS:

Julie L White

TENANT:

MONTGOMERY COUNTY, MD

By: Diane R. Schwartz Jones  
Name: Diane R. Schwartz Jones  
Title: Assistant Chief Administrative Officer  
Date: 6/23/10

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

By: Alvin Dwyer

Date: 5/20/10

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

Date: 5/18/10