

## THIRD AMENDMENT TO LEASE

This **Third Amendment to Lease** ("Amendment") is made and entered into this 25 day of June, 2010, by and between **FP Gateway 270, LLC**, a New Jersey limited liability company successor-in-interest to Forsgate Venture II L.L.C. ("Landlord"), and **Montgomery County, Maryland**, a political subdivision of the State of Maryland ("County" or "Tenant").

### WITNESSETH:

**WHEREAS**, Landlord and County are parties to a Lease dated September 21, 2005, as amended by the First Amendment to Lease dated October 25, 2005, and the Second Amendment to Lease dated December 17, 2008 (collectively the "Lease"), whereby County leases from Landlord certain premises containing approximately Nine Thousand Eight Hundred Twenty-Three (9,823) square feet of warehouse space, known as Suite 300 (the "Premises"), located at Building Two, 22610 Gateway Center Drive, Clarksburg, Maryland (the "Building");

**WHEREAS**, the Extension Term is set to expire on October 23, 2011; and

**WHEREAS**, the Landlord and County agree to modify the Extension Term so that the Extension Term shall end at the earlier date of May 31, 2010; and

**WHEREAS**, the Landlord and the County desire to amend the Lease by extending the term of the Lease for an additional approximately three (3) year and four (4) month period, commencing June 1, 2010 and ending October 23, 2013.

**NOW THEREFORE**, in consideration of the mutual covenants herein made, Landlord and Tenant hereby enter into this Third Amendment to Lease and state as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning as they have been assigned in the Lease.
3. **TERM.** Notwithstanding any provision of the Lease to the contrary, the Extension Term shall be revised so that the expiration date of the Extension Term shall be May 31, 2010 in lieu of October, 2011. Any provision regarding Rent in the Lease, past the expiration date of the Extension Term shall no longer be applicable.

Effective as of the date hereof, the term of the Lease shall be extended for an additional approximately three (3) years and four (4) months, commencing June 1,

2010 and ending October 23, 2013, which term shall be defined as the "Second Extension Term". Any provision in the Lease, whether express or implied, which could be construed as providing a further right to extend the term of the Lease, past the expiration date of the Second Extension Term shall no longer be applicable.

4. **PREMISES.** The County accepts the Premises in its "As Is" condition. Except as may be set forth in the Lease, Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes in or to the Premises.

5. **RENT.** During the Second Extension Term, County shall pay Rent in the amounts set forth in the following schedule:

Beginning on the second lease year of the Second Extension Term, Rent shall increase three percent (3%) over the previous year as set forth below:

| <u>Year</u>                   | <u>Monthly Base Rent</u> | <u>Annual Base Rent</u> |
|-------------------------------|--------------------------|-------------------------|
| June 1, 2010-May 31, 2011     | \$ 9,937.60              | \$ 119,251.22           |
| June 1, 2011-May 31, 2012     | \$10,235.72              | \$ 122,828.75           |
| June 1, 2012-May 31, 2013     | \$10,542.80              | \$ 126,513.61           |
| June 1, 2013-October 23, 2013 | \$10,859.08              | \$ 130,309.00           |

6. **ADDITIONAL RENT.** For the remainder of the Current Term and throughout the Second Extension Term, Tenant shall continue to pay its Share of Taxes and Common Area Expenses pursuant to Section 5 of the Lease, as well as all other additional rent specified in the Lease.

7. **NOTICES.** Notwithstanding the provisions of Section 26 or any other provision of the Lease to the contrary, all notices or demands shall be provided to the County at the following address:

"IF TO THE COUNTY:  
Montgomery County, Maryland  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director".

8. **BROKERS.** The County represents and warrants to the Landlord that the County has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Third Amendment, other than Jones Lang LaSalle Americas, Inc. Landlord agrees to pay all fees associated with the use of the Broker and the County is not to be held responsible for any Broker Fee due and owing to Jones Lang LaSalle Americas, Inc., or any other broker in connection with this ~~Second~~ Amendment.

Third 

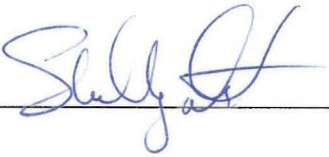
9. **RATIFICATION.** Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

[Signature Page Follows]

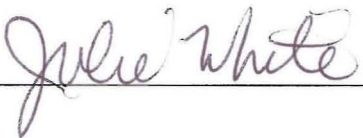


IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:



WITNESS/ATTEST:



LANDLORD:

FP Gateway 270, LLC,  
a New Jersey limited liability company

By: First Potomac Realty Investment  
Limited Partnership  
Its Sole Member

By: First Potomac Realty Trust  
Its General Partner

By: 

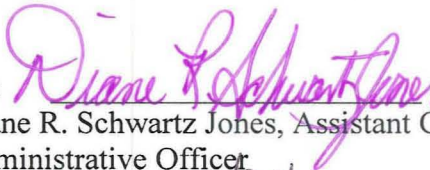
Name: MATTHEW L. WILSON

Title: Regional Vice President

Date: 6/16/2010

TENANT:

Montgomery County, Maryland,  
a body corporate and politic and a political  
subdivision of the State of Maryland

By:  (SEAL)  
Diane R. Schwartz Jones, Assistant Chief  
Administrative Officer

Date: 6/24/10

Recommended:

By: 

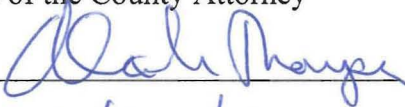
Name: Cynthia Brenneman

Title: Director, Office of Real Estate

Date: 6/18/10

Approved as to form and legality:

Office of the County Attorney

By: 

Date: 6/22/10