

FOURTH AMENDMENT TO LEASE

This **Fourth Amendment to Lease** ("Amendment") is made and entered into this 16th day of December, 2011, 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 (through its predecessor-in-interest) and the County are parties to a Lease dated September 21, 2005, as amended by the First Amendment to Lease dated October 25, 2005, the Second Amendment to Lease dated December 17, 2008, and the Third Amendment to Lease dated June 25, 2010 (collectively the "Lease"), whereby the 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"), for a Term that is set to expire on October 23, 2013 (the "Current Term"); and

WHEREAS, Landlord and the County wish to amend the Lease by extending the Term by an additional sixty-one (61) months and to otherwise modify the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein made, Landlord and the County hereby enter into this 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 Term shall be extended by an additional sixty-one (61) months (the "Extension Term") following the expiration of the Current Term. The Extension Term shall commence on October 24, 2013 (the "Extension Term Commencement Date") and shall expire on November 23, 2018 (the "Extension Term Expiration Date").
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.** For the remainder of the Current Term, the County shall continue to pay Rent pursuant to the terms and in the amounts set forth in the Lease. During the

Extension Term, the County shall pay Rent in the amounts set forth in the following schedule:

| Time Period | Per Square Foot Rate | Annual Rent | Monthly Installment |
|----------------------|----------------------|--------------|---------------------|
| 10/24/13 – 10/23/14 | \$13.67 | \$134,280.41 | \$11,190.03 |
| 10/24/14 – 10/23/15 | \$14.08 | \$138,307.84 | \$11,525.65 |
| 10/24/15 – 10/23/16 | \$14.50 | \$142,433.50 | \$11,869.46 |
| 10/24/16 – 10/23/17 | \$14.94 | \$146,755.62 | \$12,229.64 |
| 10/24/17 – 10/23/18 | \$15.39 | \$151,175.97 | \$12,598.00 |
| 10/24/18 – 11/23/18* | \$15.85 | \$155,694.55 | \$12,974.55 |

*Provided there is no Event of Default by the County under the Lease beyond any applicable notice and cure period, the County shall not be obligated to pay the monthly installment of Rent due in the amount of \$12,974.55 for the period of time beginning on October 24, 2018 and ending on November 23, 2018.

6. **ADDITIONAL RENT.** For the remainder of the Current Term and throughout the Extension Term, the County shall continue to pay the County's 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. **TERMINATION OPTION.** (a) In addition to the County's right to terminate the Lease for lack of appropriation pursuant to Section 4.F of the Lease, the County shall have a conditional right to terminate this Lease (the "Termination Option"), effective on or anytime after July 1, 2017 and shall otherwise be subject to the satisfaction of all of the following conditions:

(i) the County notifies Landlord in writing of the County's election to exercise its Termination Option ("Termination Notice") at least sixty (60) days prior to the date that Tenant desires for the early termination of the Lease to be effective (the "Early Termination Date");

(ii) Tenant may not deliver the Termination Notice to Landlord prior to May 1, 2017;

(iii) at the time of the County's Termination Notice, there is no Event of Default by the County under the Lease; and

(iv) the County's Termination Notice is accompanied by payment to Landlord, as additional rent under the Lease, of the Termination Fee (as defined below).

(b) If Tenant terminates the Lease prior to July 1, 2017 in accordance with Section 4.F of the Lease or this Section 7, then Tenant shall pay a Termination Fee to Landlord at the time Tenant notifies Landlord of its election to terminate the Lease early. The "Termination Fee" shall be equal to the unamortized brokerage fees incurred by

Landlord in connection with this Amendment. For the purpose of determining the unamortized portion of the brokerage fees, such fees will be amortized on a straight line basis over the period beginning on the Extension Term Commencement Date and ending on the Extension Term Expiration Date.

(c) If the County properly exercises the Termination Option and the conditions applicable thereto have been satisfied, this Lease shall be deemed terminated on the Early Termination Date, the County shall return possession of the Premises to Landlord in broom clean condition and in accordance with the terms of Section 13 of the Lease, and the parties respective rights and obligations under the Lease shall terminate, except for those obligations which accrue prior to the Early Termination Date and those rights and obligations which expressly, or by their nature, survive the termination of the Lease (including all indemnification obligations thereunder). If the County properly exercises the Termination Option and subsequently fails to timely and properly vacate the Premises and return possession thereof to Landlord on or before the Early Termination Date, the County shall be deemed to be holding over in the Premises, which holdover shall be subject to the terms of Section 23 of the Lease.

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 Amendment, other than Jones Lang LaSalle Brokerage, Inc. and First Potomac Management LLC (collectively, "Brokers"). Landlord agrees to pay all fees associated with the use of the Brokers, and the County is not to be held responsible for any broker fee due and owing to the Brokers, or any other broker in connection with this Amendment.

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 the County. 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:

[Signature]

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: [Signature]

Name: Matthew L. Wilson, SIOR

Title: Vice President

Date: 12/13/2011

WITNESS/ATTEST:

[Signature]

THE COUNTY:

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

By: [Signature] (SEAL)
Ramona Bell-Pearson, Assistant Chief
Administrative Officer

Date: 12/16/11

Recommended:

By: [Signature]
Name: Cynthia Brenneman

Title: Director, Office of Real Estate

Date: 11/25/11

Approved as to form and legality:

Office of the County Attorney

By: [Signature]

Date: 12/15/11