

SECOND AMENDMENT TO LEASE

~~May~~ ^{June} This SECOND AMENDMENT TO LEASE (“Second Amendment”), made this 28 day of ~~May~~ 2018 (“Effective Date”), by and between **RICKMAN PICCARD II, LLC**, a Maryland limited liability company (“Landlord”) and **MONTGOMERY COUNTY, MARYLAND**, a political subdivision of the State of Maryland (“County”). (The Landlord and the County together, the “Parties”).

WITNESSETH:

Whereas, Landlord and Tenant are parties to that certain Lease dated November 7, 2001 (“Lease”), as amended by that certain First Amendment to Lease dated September 30, 2006 (“First Amendment”), covering approximately 706 square feet of space known as Suite 330 located at 1901 Research Boulevard, Rockville MD 20850 (“Premises”); *and*

Whereas, Landlord is successor to Realty Associates Fund III, LP and CRP Holdings 1901, LLC under the Lease; *and*

Whereas, Landlord and County desire to extend the Term of the Lease for an additional five (5) years, which shall be called the “Second Extension Term”; *and*

Whereas, Landlord and the County desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this Second Amendment; *and*

Now, therefore, the Parties hereto, intending to be legally bound, do covenant and agree as follows:

1. **Defined Term.** Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.
2. **Second Extended Term.** The term shall be extended for five (5) years and shall commence on May 1, 2018 (“Second Extended Term Commencement Date”) and shall expire on April 30, 2023 (“Second Extended Term Expiration Date”).
3. **Rent.** Commencing on May 1, 2018, the Base Rent shall be payable according the following schedule:

Period	Annual Base Rent	Monthly Base Rent
5 / 01 / 2018 – 4 / 30 / 2019	\$16,238.04	\$1,353.17
5 / 01 / 2019 – 4 / 30 / 2020	\$16,725.24	\$1,393.77
5 / 01 / 2020 – 4 / 30 / 2021	\$17,226.96	\$1,435.58
5 / 01 / 2021 – 4 / 30 / 2022	\$17,743.80	\$1,478.65
5 / 01 / 2022 – 4 / 30 / 2023	\$18,276.12	\$1,523.01

4. **Abatement of Base Rent.** Landlord shall abate 100% of the County’s Monthly Base Rent for the period commencing May 1, 2018 through July 31, 2018, and shall have no right to recover said abated rent.

5. **Base Year.** Commencing on May 1, 2018, Tenant shall pay, as Additional Rent, its pro-rata share (0.70%) in Annual Operating Expenses and Real Estate Taxes above the Base Year of 2018.

6. **Relocation Option.** Landlord reserves the right to relocate the Premises to other space (“Relocation Premises”) within the building by giving County at least six (6) months prior written notice of such intention to relocate and the proposed Relocation Premises. If within sixty (60) days after receipt of such notice County has not agreed to relocate to the Relocation Premises, the Lease will terminate on that date which is six (6) months after Landlord’s initial notice to County. If County agrees within the sixty (60) day time period from Landlord’s initial notice to relocate to the Relocation Premises, the Parties will execute an amendment to this Lease replacing the description of the original Premises with the description of the Relocation Premises. In the event that the County relocates to a

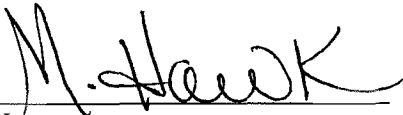
space that is less in square footage than the original premises, the Base Rent and Additional Rent shall be adjusted accordingly to reflect the lower square footage. In the event that the County relocates to a space that is equal or greater than the square footage of the original premises, the Base Rent and Additional Rent shall remain the same and shall not be increased. Landlord, at its sole cost and expense, shall build out the County's new suite to County's specifications, which shall be reasonably similar to the original Premises. Landlord costs shall include but not be limited to the following: build out costs, architectural and space planning costs, moving costs, and IT costs which IT costs shall not exceed Six Hundred and 00/100 Dollars (\$600.00).

7. **Broker.** Landlord and County each represent and warrant to the other that it has not employed any broker in connection with this Lease transaction and Landlord and County each shall indemnify and hold harmless the other from and against any claims for brokerage or other commission arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty.

8. **Ratification of Lease.** Except as expressly modified or amended by this Second Amendment, all terms, covenants and conditions of the Lease shall remain in full force and effect.

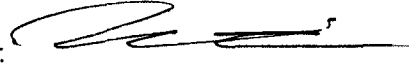
IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this Second Amendment on the Effective Date above written.

WITNESS:


Name: _____

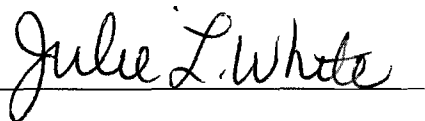
LANDLORD:

RICKMAN PICCARD II, LLC
a Maryland limited liability company

By: 
Name: William M. Rickman
Title: Managing Member

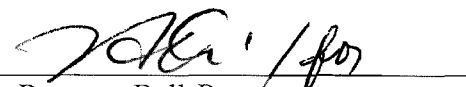
Date: 6/15/18

WITNESS:

By: 


COUNTY:

MONTGOMERY COUNTY, MARYLAND,
a political subdivision of the State of Maryland

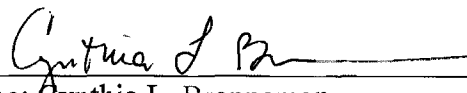
By: 
Name: Ramona Bell-Pearson
Title: Assistant Chief Administrative Officer

Date: 6/28/18

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 
Neal Anker
Associate County Attorney

RECOMMENDED:

By: 
Name: Cynthia L. Brenneman
Title: Director, Office of Real Estate

Date: 5/29/18

Date: 5/29/18