

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE entered into this 9th day of July, 2015, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as “the County” and BETTY B. CASEY TRUST , hereinafter referred to as “ Landlord” (the County and Landlord together the “Parties”).

WITNESSETH:

WHEREAS, The County and the Landlord are Parties to a lease agreement (hereinafter referred to as “the Lease”) dated July 1, 1999, under which the County leased from the Landlord the premises known as units 8516, 8520, 8532, 8536, and 8540 Anniversary Circle comprising 36,000 rentable square feet of space within the building known as Casey Warehouse Center ; and

WHEREAS, a copy of the Lease and the First Amendment and Second Amendment are attached hereto and made a part hereof, and

WHEREAS, the Parties desire to extend the term of the Lease, and to adjust the rental terms.

NOW THEREFORE, the Parties desire to modify the terms of the lease as set forth herein.

1. TERM EXTENSION: The term of this Lease extension shall be Ten (10) years and to commence on July 1, 2015 and terminating on June 30, 2025.
2. RENTAL ADJUSTMENTS: It is agreed between parties that the annual rent payable by the County is as set forth in the following schedule:

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
Ext. Year 1 (2015/16)	\$319,669.20/year	\$26,639.10/month
Ext. Year 2 (2016/17)	\$319,669.20/year	\$26,639.10/month
Ext. Year 3 (2017/18)	\$319,669.20/year	\$26,639.10/month
Ext. Year 4 (2018/19)	\$329,400.00/year	\$27,450.00/month
Ext. Year 5 (2019/20)	\$329,400.00/year	\$27,450.00/month
Ext. Year 6 (2020/21)	\$329,400.00/year	\$27,450.00/month
Ext. Year 7 (2021/22)	\$339,120.00/year	\$28,260.00/month

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
Ext. Year 8 (2022/23)	\$339,120.00/year	\$28,260.00/month
Ext. Year 9 (2023/24)	\$339,120.00/year	\$28,260.00/month
Ext. Year 10 (2024/25)	\$339,120.00/year	\$28,260.00/month

In addition to the rent schedule as outlined above, Tenant's contribution towards the Common Area Maintenance as outlined in the Lease, as well as Tenant's payment of the Water & Sewer charges as amended in the First Amendment to Lease shall both remain in full force and effect.

3. MAIL NOTICES: This amendment shall reflect a change of address for the County. The new address is: Montgomery County, Department of General services, Office of Real estate, 101 Monroe Street 9th floor, Rockville Maryland 20850 with a copy that does not constitute notice to Montgomery County, Office of the County Attorney, 101 Monroe Street 3rd floor, Rockville Maryland 20850.

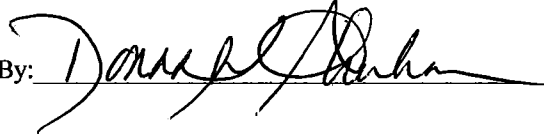
All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect and are hereby ratified and affirmed in all respects.

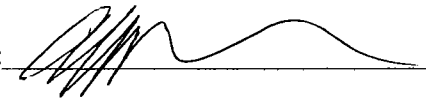
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Amendment to be properly executed.

WITNESS:

LANDLORD:
BETTY B. CASEY TRUST

By: 

By: 


Andrew W. Horman, Executive Director
Casey Management, Inc. Agent for Landlord

Date: 7/1/15

WITNESS:

TENANT:
MONTGOMERY COUNTY,
MARYLAND

By: 

By: 

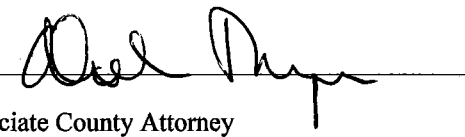
Ramona Bell-Pearson
Assistant Chief Administrative Officer

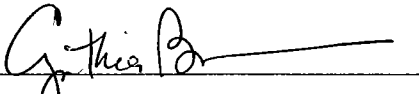
Date: 7/8/15

Date: 7/8/15

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: 
Associate County Attorney

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 7/7/15

Date: 7/7/15