

## FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE ("Fifth Amendment") made this 28 day of June, 2018 (the "Effective Date"), by and between CIRCLE PROPERTIES, INC., a Maryland corporation ("Lessor, hereinafter referred to as Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("Lessee, hereinafter referred to as the County"). (The Landlord and the County together, the "Parties").

### WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement dated October 15, 1997; as amended by that certain First Amendment to Lease dated January 2, 2002; as amended by that certain Second Amendment to Lease Agreement dated on January 13, 2008; as amended by that certain Third Amendment to Lease dated on February 24, 2013; as amended by that certain Fourth Amendment to Lease dated October 9, 2014 (collectively, and as amended, the "Lease") for the premises described as 1,695 square feet of space in Suite 304 on the third floor of the building ("Leased Premises") located at 47 State Circle, Annapolis, Maryland 21401 (the "Building"); and

WHEREAS, the term of the Lease expired on June 30, 2017; and

WHEREAS, the County desires to extend the Term of the Lease for five (5) years and Landlord is willing to extend the Term of the Lease for such period which shall be called the "Fifth Extended Term"; and

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

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The recitals contained above are true to the best of the Parties' knowledge and are incorporated by reference herein.

2. 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.

3. Effective Date. This Fifth Amendment shall be effective as of June 1, 2018 (the "Effective Date").

4. Fifth Extended Term. The term shall be extended for five (5) years and shall commence on June 1, 2018 ("Fifth Extended Term Commencement Date") and shall expire on May 31, 2023 ("Fifth Extended Term Expiration Date").

5. Rent.

(a) Annual Rent. The Annual Rent for the first (1<sup>st</sup>) year of the Fifth Extended Term shall be Sixty-Two Thousand Five Hundred Seventy-Nine and 40/100 Dollars (\$62,579.40) payable in equal monthly installments in the amount of Five Thousand Two Hundred Fourteen and 95/100 Dollars (\$5,214.95).

Lease Year 3	\$65,107.61	\$5,425.63
Lease Year 4	\$66,409.76	\$5,534.15
Lease Year 5	\$67,737.96	\$5,644.83

6. Improvements and General Maintenance.

(a) Tenant Improvements. The County agrees to retain possession of the Leased Premises in its "where-is" and "as-is" condition except that the Landlord at its sole cost and expense shall provide the following:

- i) Re-Paint and re-carpet the entire suite using materials for a comparable Class A building in the Annapolis area.
- ii) Replace the kitchenette cabinetry with materials for a comparable Class A building in the Annapolis area.

Landlord shall warrant that all Building systems are operational and in working order. All of the Landlord General Maintenance and Repairs shall be completed within ninety (90) days after the full execution of the Fifth Amendment. If these Landlord Improvements and General Maintenance have not been completed within the aforesaid specified timeframes, the County shall abate its Base Rent for everyday thereafter until the Improvements and General Maintenance are completed.

7. Option to Extend Term. In accordance with this Lease, the County shall have the right to extend the Lease for an additional five (5) years being herein referred to as the "Sixth Extended Term" and, if exercised, included in the definition of the Term. The Option to Extend Term shall be exercisable provided that: (1) the County is not in default of any of the provisions of this Lease beyond any applicable notice and cure periods; (2) the Lease is in full force and effect; and (3) the County provides the Landlord with written notice that the County elects to exercise its option to extend the Lease Term no later than ninety (90) days prior to the Fifth Extended Term Expiration Date. The Sixth Extended Term shall be on the same terms, covenants and conditions except that the Annual Rent payable during the extension term shall be at 100% of the then prevailing market rent, as determined by mutual agreement, including all reasonable market concessions for comparable buildings in Anne Arundel County, Maryland market.

8. Broker. Landlord and County each represent and warrant to the other that it has not employed any broker in connection with this Lease transaction with the exception of John Steffey whom shall be paid a brokerage commission by Landlord pursuant to a separate agreement between Landlord and said broker. 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.


9. Captions. Section headings are used for convenience only and shall not be considered when construing this Lease.

10. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

11. This agreement will not be binding upon any party until this document has been executed by all Parties thereto.

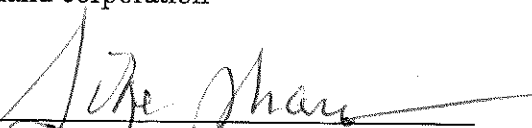
IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this Fifth Amendment under seal on the Effective Date above written.

WITNESS:

By: 

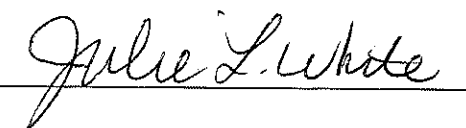
LANDLORD:

CIRCLE PROPERTIES, INC.,  
a Maryland corporation

By:   
Name: Sike Sharigan  
Title: \_\_\_\_\_


Date: 6-09-18

WITNESS:

By: 

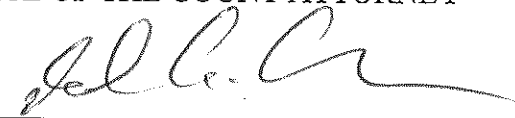
COUNTY:

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

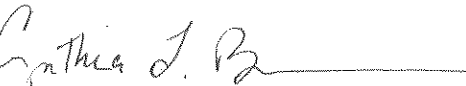
By:   
Name: Ramona Bell-Pearson  
Title: Assistant Chief Administrative Officer

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