

FIRST AMENDMENT TO LEASE AGREEMENT

4th This First Amendment to Lease Agreement ("Amendment"), being made this day of July, 2004, between **SPRING STREET ASSOCIATES LIMITED PARTNERSHIP**, hereinafter "Landlord" and **MOMTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter the "County", the Landlord and the County together the "Parties."

WHEREAS, the **LANDLORD** and the **COUNTY** entered into a Lease Agreement dated December 3, 1999 for property located at 1109 Spring Street, Suite 407, Silver Spring, Maryland containing approximately 2,486 square feet of space (the "Agreement"); and

WHEREAS, the **PARTIES** desire to amend that Agreement to permit one (1) five (5) year extension term, to modify the rental rate to increase annually indexed to a CPI increase and to provide that the Landlord will clean the carpets at least annually in the Leased Premises.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Parties hereto agree to the following changes and modifications to the Agreement.

1. Paragraph 2 is deleted in its entirety, and the following language is substituted:

Extension Term: The Extension Term will commence November 1, 2004 and expire on October 31, 2009, unless the County exercises its right to terminate the Lease Agreement as provided in the Agreement.

2. Paragraph 3 is deleted in its entirety, and the following language is substituted:

Rent:

- A. The rent for the period November 1, 2004 through October 31, 2005 will be FORTY-TWO THOUSAND, TWO HUNDRED, SIXTY-TWO and 00/100 DOLLARS (\$42,262.00) annually, THREE THOUSAND, FIVE HUNDRED, TWENTY-ONE and 83/100 DOLLARS (\$3,521.83) monthly.
- B. To the annual rent payable by Tenant during the previous lease year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now known as the U.S. Department of Labor,

Bureau of Labor Statistics, Consumer Price index for All Urban Consumers, National Average, All Items (1984 = 100), or its successor, for the month two months prior to the last month of the previous lease year and denominator of which shall be said index for the month two months prior to the first month of the previous lease year and (2) subtracting from such product the annual rent payable during the previous lease year. For instance, for a lease commencing in July, 2004, the first annual calculation would be as follows: (current annual rent x (April 2004 CPI U / May 2003 CPI U)) - current annual rent = CPI increase. In any event, and notwithstanding the results obtained through the above calculation, the Tenant's adjusted annual rent will not be less than 103%, nor more than 105% of the rent paid by Tenant the previous year.

C. Carpet Cleaning: Landlord will professionally clean the carpet throughout the premises up to one (1) time per year, upon thirty (30) days' notice from the County.

3. The Lessee's notice address under Paragraph 29 will be deleted and amended as follows:

LESSEE:
Montgomery County, Maryland
Office of Real Estate
101 Monroe Street
10th Floor
Rockville, Maryland 20850

With a copy not to constitute notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street
3rd Floor
Rockville, Maryland 20850

4. Except as modified herein, all other terms and conditions of the Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

LANDLORD:

SPRING STREET ASSOCIATES
LIMITED PARTNERSHIP.

By: William M. [Signature]

By: [Signature]
Date: 7/26/04

WITNESS:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Rebecca S. Demaruk

By: Joseph F. Beach
Joseph F. Beach, Assistant Chief Administrative Officer

Date: 8/4/04

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: Eileen J. Breneman

By: Cynthia L. Breneman
Cynthia L. Breneman, Director
Office of Real Estate

Date: 7/14/2004

Date: 7/2/04