FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into as of 15th Feb, 2012, by and between **INVESTMENT PROPERTIES, INC.**, a Maryland corporation as agent for **DOVER PROPERTIES TWO, LLC** , a Maryland limited liability company (collectively the "Landlord"), and **MONTGOMERY COUNTY, MARYLAND,** a body corporate and politic ("County"), (The Landlord and the County together the "Parties").

RECITALS

WHEREAS, Landlord and County did enter into that certain Lease Agreement dated April 8, 2005 ("Lease"), pursuant to which Landlord let and demised unto the County that certain portion of the premises containing 33,451 square feet, together with improvements thereon, known as 701 Dover Road, Unit C, Rockville, Maryland (the "Leased Premises"), all as more particularly described in the Lease;

WHEREAS, the Lease is set to expire on June 30, 2012;

WHEREAS, Landlord and Tenant desire to further extend the term of the Lease and to further amend and modify it.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties mutually agree as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Paragraph 1. Capitalized terms that are not otherwise defined herein shall be deemed to have the same meanings herein as are ascribed to such terms in the Lease. As used herein, the "Lease" hereafter shall be deemed to mean the Lease, as amended by this Amendment.

2. **Extension of Lease.** Landlord and Tenant hereby agree to further extend the term of the Lease through June 30, 2022 so that the Extension Term will now expire on that date, in lieu of expiring on June 30, 2012 ("Extension Term"), on the terms and conditions set forth in the Lease, inclusive of the amendments and modifications described below.

3. **Base Rent.** In lieu of the Minimum Rent set forth in paragraph 3 of the Lease, the Minimum Rent shall be adjusted as set forth in the table immediately below, it being agreed that commencing on the Adjusted Rent Commencement Date (as hereinafter defined), the Minimum Rent will be reduced from its level currently in effect. The Adjusted Rent Commencement Date shall be deemed to be retroactive to January 1, 2012 with any rent credit due to Tenant from January 1, 2012 through the date that this Amendment is mutually executed to be offset by the rent next becoming due.

Lease Period	Minimum Rent Rate	Monthly Rent Rate	Annual Rate
1/1/12-12/31/12	$12.90	$35,959.83	$431,518
1/1/13-12/31/13	$13.27	$36,984.26	$443,811
1/1/14-12/31/14	$13.65	$38,039.43	$456,473
1/1/15-12/31/15	$14.04	$39,126.26	$469,515
1/1/16-12/31/16	$14.44	$40,245.69	$482,948
1/1/17-12/31/17	$14.85	$41,398.70	$496,784
1/1/18-12/31/18	$15.28	$42,586.30	$511,036
1/1/19-12/31/19	$15.72	$43,809.53	$525,714
1/1/20-12/31/20	$16.17	$45,069.46	$540,834
1/1/21-12/31/21	$16.63	$46,367.19	$556,406
1/1/22-6/30/22	$17.11	$47,703.85	$286,223

4. **Termination Fees.** In the event the Lease is terminated for any reason at any time prior to June 30, 2022, the County shall pay to Landlord, in addition to the termination fees detailed in Paragraph 38(b) of the Lease, an amount equal to the sum of the unamortized costs remaining at the time of the effective date of such termination of : (a) the Brokerage Commission (b) the Rent Reduction. The unamortized costs shall be calculated by multiplying $0.07 times 33,451 square feet times the remaining months of lease term. If the effective date of such a termination of this Lease is not June 30, the amount specified in the preceding sentence shall be prorated accordingly.

5. **Brokers.** Landlord represents and warrants to the County that the Landlord has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Second Amendment, other than Jones Lang LaSalle Americas, Inc. 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 First Amendment, other than Jones Lang LaSalle Brokerage, Inc. Landlord agrees to pay all fees associated with the use of the Broker and the County is not to be held responsible for any Broker Fee due and owing to Jones Lang LaSalle Brokerage, Inc., or any other broker in connection with this First Amendment.

6. **Notices.** Paragraph 32 of the Lease is hereby amended to delete the County's address for notice and to substitute the following addresses in lieu thereof:

Tenant:
Montgomery County, Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy that does not constitute a notice:

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

6. **Alterations.** County accepts the Premises in its "AS IS" condition and there is no Leasehold Improvement Allowance proved by the Landlord. 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.

7. **Reaffirmation of Terms.** Except as expressly modified herein, all of the terms, covenants and provisions of the Lease are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of the date first above written.

WITNESS:

By: _____

Print Name: William Ferguson

WITNESS:

By: Julie L. White

Print Name: Julie L. White

Approved as to Form and Legality:

Office of The County Attorney

By: _____

Print Name: Alexandra Thompson

Date Executed: 1/31/12

LANDLORD

INVESTMENT PROPERTIES, INC., as agent for **DOVER PROPERTIES TWO, LLC**

By: _____

Date Executed: 2/10/12

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson

Ramona Bell-Pearson
Assistant Chief Administrative Officer

Date Executed: 2/15/12

Recommended:

_____

Cynthia L. Brenneman, Director
Office of Real Estate

Date Executed: 1/27/12