

FIRST AMENDMENT TO SPACE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SPACE LEASE AGREEMENT (this "Amendment") is entered into as of the 9th day of March, 2012, by and between MONTGOMERY COUNTY, MARYLAND a political subdivision of the State of Maryland ("Lessor or County"), and IMAGINATION STAGE, INC., a not-for profit Corporation incorporated under the laws of the State of Maryland (the "Lessee"), (the County and the Lessee together the "Parties").

RECITALS:

A. County and Lessee entered into a Space Lease Agreement dated February 22, 2002 (the "Lease"), pursuant to which County leased a portion of the Parking Garage (as defined in the Lease) to Lessee for the purpose of constructing, operating and maintaining a cultural/arts facility known as Imagination Stage and which has the address 4910 Auburn Avenue, Bethesda, Maryland (which in the Lease and this Amendment is defined as the "Demised Premises").

B. Pursuant to Section 5.01 of the Lease, the Parking Garage and the Demised Premises are separately metered for all utilities and each Party is solely responsible for paying their own utilities charges.

C. Lessee has requested that County pay One Hundred Thousand Dollars (\$100,000) of Lessee's electrical costs for the Demised Premises (Electrical Costs") for the 2012 Fiscal Year (July 1, 2011 through June 30, 2012, shall be defined as the "2012 Fiscal Year") and the County has agreed to the same.

D. Commencing June 30, 2012 and through the remainder of the Lease Term (as defined in the Lease), Lessee has requested that County pay One Hundred Percent (100%) of Lessee's Electrical Costs and the County has agreed to the same.

E. The Parties agree to amend the Lease to reflect said agreement between the Parties, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the parties, Landlord and Tenant agree as follows:

1. Section 5.01 of the Lease, entitled "Impositions" shall be modified by adding the following:

"Notwithstanding the forgoing final sentence in paragraph 5.01, (i) for the 2012 Fiscal Year, the County agrees to pay One Hundred Thousand Dollars (\$100,000) of Lessee's Electrical Costs and (ii) commencing July 1, 2012 and through the remainder of the Term of the Lease, the County agrees to pay One Hundred Percent (100%) of Lessee's Electrical Costs.

In order to receive reimbursement during the 2012 Fiscal Year, the Lessee will be required to submit all electrical bills and proof of payment for each bill submitted. Copies of bills and proof of payment should be sent via e-mail to the following: dgs.mcutilities@montgomerycountymd.gov.

When the payment of One Hundred Thousand Dollars (\$100,000) of Lessee's Electrical Costs for the 2012 Fiscal Year has been met in full by the County the County will notify the Lessee by e-mail that such payment has been made in full for the 2012 Fiscal Year and the Lessee will receive no further reimbursement from the County in the 2012 Fiscal Year.

At the County's written request the Lessee will agree to allow the County to transfer the Lessee's electrical account in the County's name and the County will have the option to pay all Electrical Costs directly to the electrical company, commencing on July 1, 2012."

2. Except where modified by this Amendment, the Lease is hereby ratified and confirmed. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern.

3. Except where the context plainly requires otherwise, all capitalized terms that are not defined in this Amendment shall have the meanings ascribed to such terms in the Lease.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

WITNESS:

LANDLORD:
MONTGOMERY COUNTY, MARYLAND

Julie L. White

By: Ramona Bell-Pearson
Name: Ramona Bell-Pearson *Asst.*
Title: Chief Administrative Officer

Date: 3/30/12

WITNESS:

TENANT:
IMAGINATION STAGE, INC.

By: Susan Lanz
Name: ~~Susan Lanz~~
Title: BOARD PRESIDENT

Date: FEB 21, 2012

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: _____
Date: _____

By: _____
Name: Cynthia Brenneman
Title: Director of Real Estate

Date: _____

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

WITNESS:

LANDLORD:
MONTGOMERY COUNTY, MARYLAND

Julie L. Whittle

By: Ramona Bell-Pearson
Name: Ramona Bell-Pearson *Asst.*
Title: Chief Administrative Officer

Date: 3/30/12

WITNESS:

TENANT:
IMAGINATION STAGE, INC.

By: _____
Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Asst. Prose
Date: 3/1/2012

RECOMMENDED

By: Cynthia Brenneman
Name: Cynthia Brenneman
Title: Director of Real Estate

Date: 1/25/12