

FIRST AMENDMENT TO DEED OF LEASE

This **First Amendment to Deed of Lease** ("Amendment") is made and entered into this 27th day of June, 2011, by and between **FP Gude, LLC**, a Maryland limited liability company, successor-in-interest to Rock Creek M, LLC ("Landlord"), and **Montgomery, County, Maryland**, a body politic and corporate, and a political subdivision of the State of Maryland ("Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor-in-interest and Tenant are parties to a Deed of Lease dated September 28, 2000 (the "Lease"), whereby Tenant leases from Landlord certain premises containing approximately forty-eight thousand two (48,002) rentable square feet of space, known as Suite 200 (the "Premises"), in the building located at 7300 Calhoun Place, Rockville, Maryland (the "Building"), for a Term which expires on November 30, 2015 (the "Current Term"); and

WHEREAS, Landlord and Tenant wish to amend the Lease by extending the Term so that the same will expire one hundred thirty (130) months after the Effective Date (as set forth in Paragraph 4 below) and to otherwise modify the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein made, Landlord and Tenant hereby enter into this Amendment and state as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Lease.
3. **LANDLORD.** Landlord is the Landlord (as such term is defined in the Lease) for all purposes under the Lease.
4. **TERM.** Notwithstanding any provision of the Lease to the contrary, the Term shall be extended as of June 1, 2011 (the "Effective Date") and shall expire on the last day of the one hundred thirtieth (130th) full calendar month thereafter. Landlord and Tenant acknowledge that the Term is being extended by approximately seventy-six (76) additional months from the expiration of the Current Term (such seventy six (76) month period being hereinafter referred to as the "Extension Term"). The Extension Term shall commence on December 1, 2015 (the "Extension Term Commencement Date") and shall expire on the last day of the one hundred thirtieth (130th) full calendar months following the Effective Date. The parties expressly acknowledge and agree that Tenant shall continue to have the option to extend the Term of the Lease for an additional period of sixty (60) months beyond the expiration of the Extension Term in accordance with the terms and conditions of Section 29.1 of the Lease.

5. **PREMISES.** Tenant acknowledges that Tenant is currently in possession of the Premises and Tenant agrees to accept the Premises in its "as is" condition for the remainder of the Current Term and for the duration of the Extension Term.

6. **BASE RENT.** Notwithstanding Section 1.6 of the Lease to the contrary, beginning on the date that this Amendment is fully executed, Tenant shall pay monthly installments of Base Rent pursuant to the terms of Article 5 of the Lease and in the amounts set forth in the following schedule:

Lease Year*	Per Square Foot Rate	Annual Base Rent	Monthly Installment
1 [†]	\$27.86	\$1,337,335.70	\$111,444.64
2 ^{**}	\$28.77	\$1,381,017.50	\$115,084.79
3 ^{**}	\$29.71	\$1,426,139.40	\$118,844.95
4	\$30.68	\$1,472,701.30	\$122,725.10
5	\$31.60	\$1,516,863.20	\$126,405.26
6	\$32.55	\$1,562,465.10	\$130,205.42
7	\$33.53	\$1,609,507.00	\$134,125.58
8	\$34.54	\$1,657,989.00	\$138,165.75
9	\$35.58	\$1,707,911.10	\$142,325.92
10	\$36.65	\$1,759,273.30	\$146,606.10
11 ^{††}	\$37.75	\$1,812,075.50	\$151,006.29

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*Notwithstanding the provisions of Section 2.12 or any other provision of the Lease to the contrary, from and after the Effective Date, the first "Lease Year" shall begin on the Effective Date and end on the last day of the twelfth (12th) full calendar month thereafter. The second Lease Year will begin on the first day of the thirteenth (13th) full calendar month following the Effective Date and will continue for twelve (12) full calendar months. Each subsequent Lease Year will begin on the anniversary of the first day of the second Lease Year and will extend for twelve (12) full calendar months, except that the eleventh (11th) Lease Year will extend for only ten (10) full calendar months.

†Provided that there is no outstanding Event of Default which has not been remedied within any applicable cure periods, Tenant's obligation to pay monthly installments of Base Rent shall be abated in its entirety until the one hundred eight-first (181st) day following the Effective Date.

**Provided that there is no outstanding Event of Default which has not been remedied within any applicable cure periods, Tenant's obligation to pay monthly installments of Base Rent shall be abated in its entirety for the first two (2) months of the second Lease Year and the first two (2) months of the third Lease Year.

††Represents a period of time that is less than one (1) full year.

7. **ADDITIONAL RENT.** (a) For the remainder of the Current Term and throughout the Extension Term, Tenant shall continue to pay Tenant's Proportionate Share of the amount by

which the Common Area Expenses and Real Estate Taxes exceed the Common Area Expenses and Real Estate Taxes incurred during the Base Year pursuant to Articles 7 and 8 of the Lease, except that beginning on the Extension Term Commencement Date, the Base Year shall mean the 2015 calendar year.

(b) In addition, for the remainder of the Current Term and throughout the Extension Term, Tenant shall continue to pay Repair Expenses in accordance with the provisions of Section 12.3, except that beginning on the Extension Term Commencement Date, Tenant shall pay the amount by which the Repair Expenses exceed the Repair Expenses during the 2015 calendar year. Until the Extension Term Commencement Date, Tenant shall continue to pay the amount by which the Repair Expenses exceed the Repair Expenses incurred during the twelve (12) month period beginning on December 1, 2000.

8. **UTILITIES.** For the remainder of the Current Term and throughout the Extension Term, Tenant shall be responsible for contracting directly with the appropriate supplier and paying for all utilities consumed in the Premises in accordance with the provisions of Section 18.2 of the Lease.

9. **NON-APPROPRIATION.** If the Lease is terminated for lack of appropriation pursuant to the terms of Section 4.2(D) of the Lease, then Tenant shall pay a termination fee to Landlord, which termination fee shall be equal to the total of: (i) the unamortized portion of the brokerage fees paid to Jones Lang LaSalle and incurred by Landlord with respect to this Amendment, and (ii) the total amount of the monthly installments of Base Rent abated pursuant to Section 6 above.

10. **NOTICES AND PAYMENTS TO LANDLORD.** (a) Notwithstanding the provisions of Sections 1.14 and 28.6 of the Lease or any other provision of the Lease to the contrary, all notices or demands shall be provided to Landlord at the following address:

FP Gude, LLC
c/o First Potomac Management LLC
Attn.: Tim Zulick
7600 Wisconsin Avenue, 11th Floor
Bethesda, Maryland 20814

(b) Notwithstanding the provisions of Sections 5.2 and 5.3 or any other provision of the Lease to the contrary, Rent shall be paid to Landlord at the following address:

FP Gude, LLC
c/o Wachovia Securities
P.O. Box 75536
Baltimore, Maryland 21275

11. **NOTICES TO TENANT.** Notwithstanding the provisions of Section 1.15 and 28.6 of the Lease or any other provision of the Lease to the contrary, all notices or demands shall be provided to Tenant at the following address:

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

With a copy, that does not constitute notice, to:

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

12. **REPRESENTATIONS.** Landlord and Tenant hereby acknowledge that the Lease is in full force and effect and Tenant acknowledges that Landlord has met all of its obligations under the Lease and is not currently in default thereunder.

13. **RATIFICATION.** Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

14. **ENTIRE AGREEMENT.** This Amendment constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by any party hereto. This Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto.

15. **BROKERS.** Landlord and Tenant each represent and warrant to the other that it has not employed any broker, agent or finder with regard to this Amendment except First Potomac Management LLC and Jones Lang LaSalle, which brokers will be paid pursuant to a separate agreement with Landlord, and each party hereby indemnifies and holds harmless the other for any other claims relating to commissions or brokerage fees arising from a breach of the above warranty.

16. **AUTHORITY.** The parties hereto: (i) agree to execute this Amendment on or before June 30, 2011; (ii) represent that the individuals executing this Amendment on behalf of Landlord and Tenant are duly authorized and empowered to execute this Amendment; and (iii) agree that this document shall not be construed against any party due to said party drafting this Amendment. This Amendment may be executed in counterparts.

17. **BINDING EFFECT.** The terms of this Amendment shall be binding upon the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:

M. J. ...

LANDLORD:

FP Gude, LLC,
a Maryland limited liability company

By: FP Gude Manager, LLC,
Its Managing Member
By: First Potomac Realty Investment
Limited Partnership,
Its Sole Member
By: First Potomac Realty Trust,
Its General Partner

By: *[Signature]*
Name: Barry H. Bass
Title: ERP
Date: 6/22/11

WITNESS/ATTEST:

Veena Gulhar

TENANT:

Montgomery County, Maryland,
a body corporate and politic and a political
subdivision of the State of Maryland

By: *[Signature]* (SEAL)
Diane R. Schwartz Jones, Assistant Chief
Administrative Officer
Date: 6/27/11

Recommended:

By: *[Signature]*
Name: Cynthia Brenneman
Title: Director, Office of Real Estate
Date: 5/25/11

Approved as to form and legality:

Office of the County Attorney

By: *[Signature]*
Date: 5/27/11