

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment ("Amendment") to Lease Agreement is being made this 21st day of December, 2009, between the MONTGOMERY COUNTY BOARD OF EDUCATION (the "Board"), and MONTGOMERY COUNTY, MARYLAND (the "County"), (the Board and the County together the "Parties.>").

WHEREAS, the Parties entered into a Lease Agreement dated January 8, 1999 (the "Lease") for a portion of land which the Board has fee simple title to, located at the Brook Grove Elementary School, for the County to place a modular for the operation by the County of a child care center, more specifically located at 18303 Brook Grove Road, Olney, Maryland, 20832, in Montgomery County, Maryland (the "Leased Premises"); and

WHEREAS, the Lease Term terminated on January 7, 2009; and

WHEREAS, the Parties have agreed to extend the term of the Lease for an additional four (4) years, five (5) months and twenty-three (23) days;

WHEREAS, the Parties hereby elect to extend the Lease, subject to certain terms and conditions agreed upon by the Parties as follows:

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. Unless otherwise set forth in this First Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.
2. Extended Term: Effective as of the date hereof, the Lease Term shall be extended for an additional four (4) years, five (5) months and twenty-three (23) days, commencing January 1, 2009 and terminating June 30, 2013, and is hereafter referred to as the "Extended Term".

3. Mailing Notices: Paragraph 26 of the Lease shall be deleted in its entirety and the following shall be added in lieu thereof:

“26. Mailing Notices: All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the Board or the County, respectively. Notices to the Parties must be addressed as follows:

COUNTY:

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

BOARD:

Montgomery County Board of Education
Department of Facilities Management
2096 Gaither Road, Suite 200
Rockville, Maryland 20850

With 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”

4. This First Amendment to Lease Agreement is incorporated into the Lease Agreement and shall be deemed a part thereof. All terms and provisions of the Lease Agreement not expressly modified in this First Amendment shall remain the same and in full force and effect.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: *Janice M. King*

BOARD:

BOARD OF EDUCATION OF
MONTGOMERY COUNTY

By: *Joseph J. Lavorgna*
Joseph J. Lavorgna, Acting Director
Department of Facilities Management
Montgomery County Public Schools

Date: _____

WITNESS:

By: *Julie White*

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: *Diane R. Schwartz-Jones*
Diane R. Schwartz-Jones
Assistant Chief Administrative Officer

Date: 12/21/09

APPROVED AS TO FORM & LEGALITY
OFFICE OF COUNTY ATTORNEY

By: *Alexander D. Thompson*

RECOMMENDED:

By: *Cynthia L. Brenneman*
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 12/15/09

Date: 12/10/09

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BOARD OF EDUCATION OF
MONTGOMERY COUNTY

By: *Janice M. King*

By: *[Signature]*
Joseph J. Lavorgna, Acting Director
Department of Facilities Management
Montgomery County Public Schools

Date: _____

WITNESS:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: *Julie White*

By: *[Signature]*
Diane R. Schwartz Jones
Assistant Chief Administrative Officer

Date: 12/21/09

APPROVED AS TO FORM & LEGALITY
OFFICE OF COUNTY ATTORNEY

RECOMMENDED:

By: *Alexander Thayer*

By: *[Signature]*
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 12/15/09

Date: 12/10/09