

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made this 10<sup>th</sup> day of July, 2012 ("First Amendment"), by and between C & J, LLC, a Maryland limited liability company ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("County").

WITNESSETH:

WHEREAS, Landlord's predecessor-in-interest, One Firstfield, LLC and Assigns and County entered into a Lease dated January 26, 2007 ("Lease") whereby County leased certain premises consisting of approximately 1,005 rentable square feet of space known as Suite 106 ("Premises") of the building located at 17-B Firstfield Rd., Gaithersburg, Maryland 20878 ("Building"); and

WHEREAS, the term of the Lease expires on April 30, 2012; and

WHEREAS, County desires to extend the Term of the Lease for an additional five (5) years and Landlord is willing to extend the Term of the Lease for such period which shall be called the "First Extended Term"; and

WHEREAS, Landlord and County desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this First Amendment; and

WHEREAS, the Lease and this First Amendment shall all hereinafter be collectively referred to as the "Lease".

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. The recitals contained above are true to the best of the parties' knowledge and are incorporated by reference herein.
2. Effective Date. This First Amendment shall be effective as of May 1, 2012 (the "Effective Date").
3. Defined Term. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.
4. First Extended Term. On the Effective Date, the term shall be extended for five (5) years ("First Extended Term"). The First Extended Term shall commence on May 1, 2012 ("First Extended Term Commencement Date") and shall expire on April 30, 2017 ("First Extended Term Expiration Date").
5. Annual Rent. County shall pay in advance, beginning on the First Extended Term Commencement Date, and on the first day of each calendar month thereafter, Annual Rent, payable without demand or counterclaim except as otherwise provided in the Lease each year in equal monthly installments. Annual Rent shall be prorated for any partial month, if any, on the basis of the actual number of days in such month.

Dates	Annual Rent	Monthly Rent
Lease Year 6	\$25,858.65	\$2,154.89
Lease Year 7	\$26,634.41	\$2,219.53
Lease Year 8	\$27,433.44	\$2,286.12
Lease Year 9	\$28,256.45	\$2,354.70
Lease Year 10	\$29,104.14	\$2,425.35

6. Base Year. On the First Extended Lease Commencement Date, the County's Base Year shall be amended to the calendar year July 1, 2011 through June 30, 2012.
7. Broker. Landlord and County each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this First Amendment.
8. Alterations. County accepts the Premises in its "as-is" condition. 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 (collectively "Alterations") in or to the Premises.
9. Captions. Section headings are used for convenience only and shall not be considered when construing this Lease.
10. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.
11. This agreement will not be binding upon any party until this document has been executed by all parties thereto.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this First Amendment under seal on the date first above written.

Witness/Attest:

Julie White  
(Signature Here)

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

By: Ramona Bell-Pearson (Seal)

Name: Ramona Bell-Pearson  
Title: Assistant Chief  
Administrative Officer

Witness/Attest:

Carlin Pao  
(Signature Here)

LANDLORD:  
C & J, LLC

By: Heidy Lai (Seal)

Name: Heidy Lai  
Title: Owner

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: Alida Payne  
(Signature Here) 6/20/12

By: Cynthia Brenneman (Seal)  
6/20/12

Name: Cynthia Brenneman  
Title: Director of Real Estate