FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of the 11th day of March, 2009, by and between **JEMAL'S COLEMONT L.L.C.**, a Maryland limited liability company ("Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic, and a political subdivision of the State of Maryland ("Tenant").

W I T N E S S E T H:

WHEREAS, by Lease Agreement dated November 20, 1998 (the "Lease"), Landlord leased unto Tenant certain premises (the "Leased Premises") in the building (the "Building") known by street address as 8715 Colesville Road, Silver Spring, Maryland; and

WHEREAS, the Term of the Lease expired on December 31, 2005 and the Tenant has exercised its option term by Letter Agreement dated April 7, 2004 which option term expires on December 31, 2009; and

WHEREAS, Landlord and Tenant have agreed to further extend the term of the Lease through December 31, 2016, on the terms and conditions contained herein; and

WHEREAS, the Landlord re-measured the Premises and both the Landlord and the Tenant have agreed to reflect that new measurement in the Lease.

NOW, THEREFORE, in consideration of the premises, and such other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties do hereby agree as follows:

1. **Leased Premises**. Effective as of the January 1, 2010, paragraph 1 of the Lease entitled "Premises" shall be modified by deleting the first sentence in its entirety and adding the following in lieu thereof:

"Landlord does hereby lease and demise unto Tenant and Tenant does hereby lease and take from the Landlord the premises described as approximately 5,025 square of space in the space known as 8715 Colesville Road, Silver Spring, Maryland and which space is hereinafter referred to as the Leased Premises. The attached Exhibit A shall replace the Exhibit A attached to the Lease."

2. **Term**. Effective as January 1, 2010, paragraph 2 of the Lease entitled "Term" shall be deleted in its entirety and the following shall be added in lieu thereof:

"The Lease Term shall commence on January 1, 2010 and shall terminate on December 31, 2016."

3. **Rent**.

A. For all periods prior to January 1, 2010, Tenant shall continue to pay Rent in accordance with the terms and conditions of the Lease in effect immediately preceding the date of this Amendment.

B. Commencing on January 1, 2010 and continuing for the remainder of the extended Lease Term, Tenant covenants and agrees to pay Base Rent to Landlord in accordance with the schedule set forth below:

Portion of Lease Term	Annual Rent	Monthly Installment
January 1, 2010 – December 31, 2010	$168,312.38	$14,026.03
January 1, 2011 – December 31, 2011	$173,361.75	$14,446.81
January 1, 2012 – December 31, 2012	$178,562.75	$14,880.22
January 1, 2013 – December 31, 2013	$183,919.48	$15,326.62
January 1, 2014 – December 31, 2014	$189,437.06	$15,786.42
January 1, 2015 – December 31, 2015	$195,120.17	$16,260.01
January 1, 2016 – December 31, 2016	$200,973.78	$16,747.81

Each monthly installment of Base Rent shall continue to be payable to Landlord in advance without deduction, diminution, abatement, counterclaim or setoff of any amount or for any reason.

C. All payments of Rent shall be "net" to Landlord of all Common Area costs and Real Estate Taxes, as such items are defined in the Lease.

4. **No Further Renewal Option**. Tenant acknowledges that it has no further options to renew the Term of the Lease.

5. **Condition of Premises**. Tenant acknowledges acceptance of the Premises in its "as-is" condition, without the necessity or requirement of Landlord to perform any labor, materials or improvements whatsoever.

6. **Notices**. The addresses listed for Landlord and Tenant's notice address in Section 39 of the Lease are hereby deleted and replaced with the following:

"To Landlord: c/o Douglas Development Corporation
702 H Street, NW
Suite 400
Washington, D.C. 20001

with a copy to:

Richard F. Levin, Esq.

Grossberg, Yochelson, Fox & Beyda, LLP
2000 L Street, N.W.
Suite 675
Washington, D.C. 20036

To: Tenant: Montgomery County, Maryland
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 notice to:

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

7. **Indemnification.** The following shall be added as a new paragraph to the Lease:

"Paragraph 40. **Indemnification.** Any obligation or liability of the Tenant arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.), (together the "Tenant Indemnification Statutes"), all as amended from time to time. Any indemnification given by the Tenant in this Lease is not intended to create any rights or causes of action in any third parties or to increase the Tenant's liability above the caps provided in the Tenant's Indemnification Statutes, as applicable"

8. **Brokers**. Landlord and Tenant, upon which representation Landlord and Tenant have relied upon in the execution of this First Amendment, each represent that neither party has dealt with a broker or agent in connection with this Amendment other than Douglas Development Corporation.

9. **Recitals, Tenant Certifications and Defined Terms**. The recitals set forth in the preamble are hereby incorporated in and made a part of this Amendment. Capitalized terms used herein that are defined in the Lease and not defined herein shall have the meaning assigned to them in the Lease.

10. **Ratification**. As amended hereby, the Lease shall continue in full force and effect under the terms, provisions and conditions thereof. All other terms, covenants and conditions of the Lease not herein expressly modified are hereby confirmed and ratified and remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by their hands and under seal as of the date set forth above.

WITNESS:

_____

LANDLORD:

JEMAL'S COLEMONT, L.L.C.

By: _____
Douglas Jemal, Authorized Member or Manger

WITNESS:

By: _____

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: _____
Diane Schwartz Jones, Assistant Chief Administrative Officer

Date: 3/10/2010

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

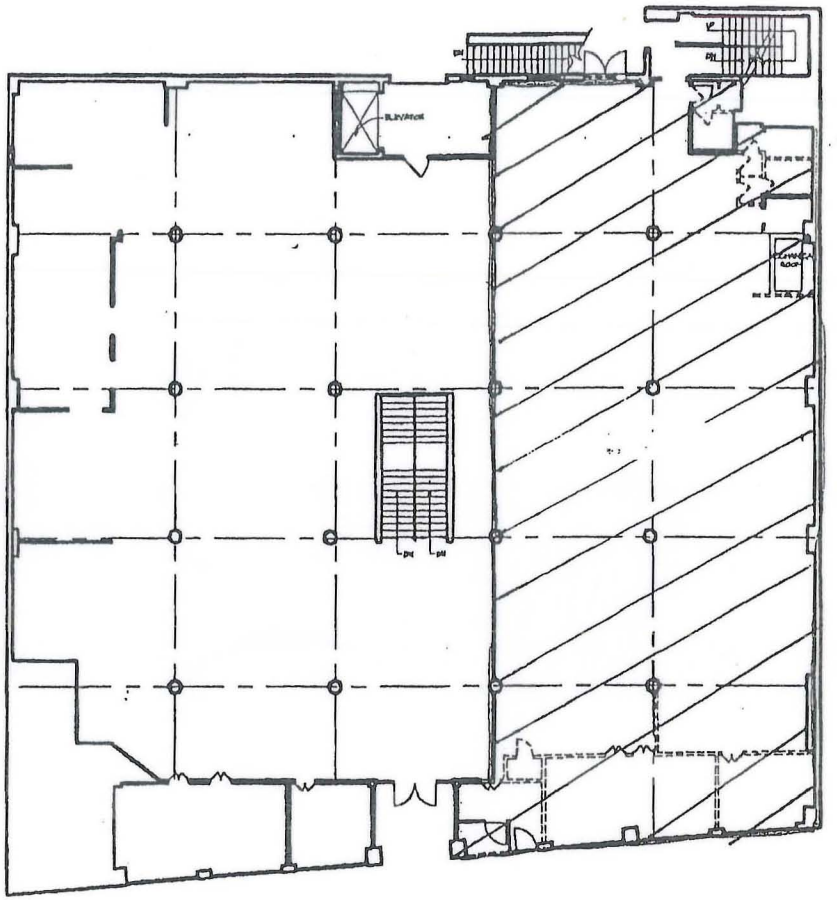
By: _____

Date: 10/23/09

RECOMMENDED:

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

Date: 9/25/09



A GROUND PLAN
1/8" = 1'-0"

GROSS AREA	[illegible] SF.
MECHANICAL ROOM, STAIRS, & ELEVATOR	[illegible] SF.
RENTABLE AREA	[illegible] SF.

5025 sq feet

EXHIBIT A

GTM ARCHITECTS

8715 COLESVILLE ROAD
SILVER SPRING, MARYLAND

REFLECTED CEILING PLAN

DOUGLAS DEVELOPMENT
COLEMONT BUILDING

REVISIONS

ARCHITECT INC.

DRAWN BY: RJV
CHECKED BY: BTH
SCALE: AS NO
DATE: 10-20
PROJECT NO.: 98-165
DRAWING NO.: A

Exhibit A