

ADDENDUM NUMBER ONE TO LEASE AGREEMENT

This ADDENDUM NUMBER ONE TO LEASE AGREEMENT, is made and shall be effective for all purposes as of the 10th day of APRIL, 2003 by and between **FLOWER AVENUE SHOPPING CENTER LIMITED PARTNERSHIP**, a Maryland limited partnership (the "Landlord") and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic (the "Tenant")

WHEREAS, the Landlord entered into an Lease Agreement with the Tenant for the premises located at 8701 Flower Avenue, Silver Spring, Maryland, 20901 and dated July 17, 1998, (hereinafter, the "Lease"); and

WHEREAS, Landlord and Tenant desire to amend the aforementioned Lease by extending the term of the Lease among other things and;

WHEREAS, Landlord and Tenant are desirous of setting forth their agreement regarding the rent which will be due and payable for the extended term and certain other provisions relating to the tenancy;

NOW, THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

1. Section 2 of the Lease is hereby deleted in its entirety, and the following language is substituted for it:

2 (A). Extended Term: The Term shall commence on February 1, 2003, and expire on January 31, 2013, subject to the Tenant's option to renew.

2 (B). Option to Renew: Tenant shall have one (1) five (5) year option to renew "Renewal Option" at the end of the extended Lease Term. Tenant must exercise this Renewal Option by giving written notice to Landlord no later than one hundred eighty (180) days before end of the Lease Term. Minimum Rent for the Renewal Option shall continue to increase pursuant to Section 4 of the Lease.

2. Section 3 of the Lease is hereby amended to provide as follows:

Delete 3(A) in its entirety and substitute this provision:

Effective February 1, 2003, Tenant shall pay annual Minimum Rent in the amount of **Ninety-Nine Thousand Nine Hundred Ten and 00/100 Dollars (\$99,910.00)** payable in monthly installments of **Eight Thousand Three Hundred Twenty-**

Five and 83/100 (\$8,325.83).

3. Within ninety (90) days of the commencement of the Extended Term, Landlord will provide the following Improvements to the Tenant Space:

- Install new two by four acoustical tile ceiling
- Install new two by four fluorescent lights throughout sales area only
- Install HVAC ducts and vents in the sales area only
- New paint throughout sales floor only
- Replace existing windows

5. The parties acknowledge that no promise, agreement, statement or representation not herein expressed has been made to or relied upon by either of them and that this Addendum contains the entire agreement between the parties.

6. This Addendum is incorporated into the original Lease between the parties and shall form a part thereof. In the event that the provisions other this Addendum shall conflict with the provisions of the Lease, this Addendum shall control. Any and all provisions of the original Lease not expressly modified herein shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Addendum Number One to Lease Agreement as of the date set forth above.

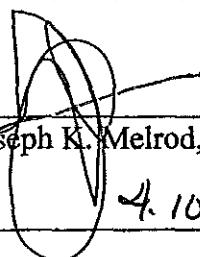
WITNESS:

LANDLORD: **FLOWER AVENUE SHOPPING CENTER LIMITED PARTNERSHIP**, a Maryland Limited Partnership

By: **FLOWER AVENUE L.L.C.**, general partner

L. Apowell

By:


Joseph K. Melrod, Managing Member

Date:

4.10.03

WITNESS:

TENANT: **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic

Rebecca S. Domanuk

By:


William M. Mooney, Assistant Chief Administrative Officer

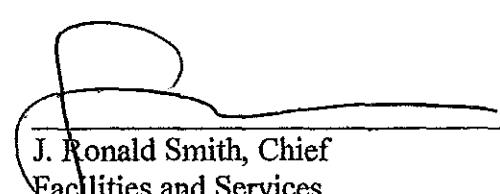
Date:

APPROVED AS TO FORM & LEGALITY OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Sileen S. Brennan

By:


J. Ronald Smith, Chief Facilities and Services

Date:

4/2/2003

Date:

4/2/03