THE STUBBS SHOPPING CENTER, INC.
ASSIGNEE OF THE ESTATE OF WILBUR D. STUBBS
AND
MONTGOMERY COUNTY, MARYLAND
THIRD AMENDMENT TO LEASE AGREEMENT
AND ELECTION TO EXTEND

THIS AGREEMENT made and executed this 16th day of June, 2003, by and between the STUBBS SHOPPING CENTER, INC., c/o Brown and Sturm, 260 East Jefferson Street, Rockville, Maryland 20850 (hereinafter referred to as "Landlord") and MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate politic and a political subdivision of the State of Maryland, (hereinafter referred to as "County"). (The Landlord and the County together the "Parties").

WITNESSETH

WHEREAS, Landlord and the County were Parties to a Lease Agreement dated February 10, 1987 (hereinafter jointly referred to as the "Lease") and an Addendum to the Lease dated March 10, 1987, and a First Amendment to Lease Agreement and Election to Renew dated May 18, 1992, and a Second Amendment to Lease Agreement and Election to Renew date May 1, 1997 which are attached hereto and made part hereof as Exhibit "A", and under which Lease the County occupies the premises described as approximately 4,850 square feet of space within the Stubbs Shopping Center, 3733 University Boulevard West, Kensington, Maryland; and

WHEREAS, Wilbur D. Stubbs Estate was transferred to Stubbs Shopping Center on August 14, 1998, and recorded in public records as Deed Reference Liber 16151, Folio 410.

WHEREAS, the terms of the Original Lease expires on January 14, 2002; and

WHEREAS, pursuant to the Lease, the County wishes to extend the Lease for an additional consecutive five (5) year period, the extension period to begin on January 15, 2002 and the expiration of the term of the Lease is January 14,2007; and

WHEREAS, the Lease terms shall apply to the Lease Extension, except the rental adjustment which is defined therein; and

WHEREAS, the County hereby elects to extend the Lease for a period of five (5) years subject to certain amendments of the Lease agreed upon by Landlord and the County as follows:

I. RENT

(A) During the lease year commencing on January 15, 2002, Tenant shall pay Base Rent to the Landlord in the annual amount of ONE HUNDRED THOUSAND SEVEN HUNDRED SIXTY-FIVE AND 56/100 DOLLARS ($100,765.563) payable in equal

monthly installments in the amount of EIGHT THOUSAND THREE HUNDRED NINETY-SEVEN AND 13/100 DOLLARS ($8,397.13).

(B) During the second year of the Lease and each year thereafter, the rent shall increase 3% annually.

II. COMMON AREA MAINTENANCE

The County's monthly contribution for Common Area maintenance as set forth in Section 8(B) of Paragraph 8 entitled COMMON AREAS shall be $724.71.

III. REAL ESTATE TAXES

The County's monthly installment for its proportionate share of real estate taxes as set for in, Section 9(D) of Paragraph 9 entitled REAL ESTATE TAXES shall be $801.87, and shall be adjusted periodically to reflect any change in the assessment of real estate taxes on the land and buildings that comprise the Stubbs Shopping Center in Kensington, Maryland.

IV. TERMINATION

Anything above to the contrary notwithstanding, the County shall have the right to terminate this Lease at any time the term of this Lease or any renewal or extension thereof, if applicable, by providing to Landlord one hundred eighty (180) days' notice of its intention to so terminate and the Lease shall terminate upon the one hundred eightieth (180) day after receipt by Landlord of such notice. In the event of such a termination, rental payments and other payments as herein specified shall be adjusted to the date of termination.

V. IDEMNIFICATION

The County shall be responsible only for any damages to the Leased Premises or the exterior of the Building caused solely by negligent or wrongful acts in the use of the Leased Premises or the exterior of the building by the County or its employees. This indemnification is limited by the notice requirements and damages caps stated in the Local Government Tort Claims Act, Md. Ann. Code Cts. & Jud. Proc. sec. 5-301, et seq, (2002 Repl. Vol.), as amended from time to time (the "LGTCA"). This indemnification is not intended to create any rights in any third parties.

VI. INCORPORATION OF PRIOR TERMS

Landlord and the County agree that all terms, conditions and covenants in the Lease dated February 10, 1987, the Lease Addendum dated March 10, 1987 and the first Amendment to Lease Agreement and Election to Renew dated May 18, 1992, and the Second Amendment to Lease Agreement and Election to Renew date May 1, 1997 shall remain in full force and effect without any change or modifications except as otherwise indicated in the Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

By: _____

Date: _____

LANDLORD:
STUBBS SHOPPING CENTER, INC.

By: _____
Mary Ellen Ommundsen
Secretary

Date: _____

WITNESS:

By: _____

Date: 6-27-03

COUNTY:
MONTGOMERY COUNTY, MARYLAND

By: _____
William Mooney, Assistant
Chief Administrative Officer

Date: 6/27/03

APPROVED:
AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____

Date: 2/7/2003

RECOMMENDED:

By: _____
J. Ronald Smith, Section Chief
Division of Facilities and Services

Date: 3/15/02