

FIRST AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement ("Amendment"), being made this 8th day of January, 2010, between **MONTGOMERY COUNTY, MARYLAND**, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "COUNTY") and **KAPPA ALPHA PSI FRATERNITY INC.** (hereinafter designated as the "LICENSEE"). (COUNTY and LICENSEE, together, the "PARTIES")

WHEREAS, the COUNTY and LICENSEE entered into a License Agreement dated June 15, 2004 for the occupancy of 600 square feet of improved space within the property located at 14015 New Hampshire Ave., Maryland (the "Licensed Premises"); and

WHEREAS, the PARTIES desire to amend the License Agreement to extend the term for a period of five (5) years.

NOW THEREFORE, the PARTIES agree to the following changes and modifications to the License Agreement.

1. The LICENSEE shall pay all base Rent to the Licensor in the annual and quarterly amounts hereinafter set forth:

<u>LICENSE YEAR</u>	<u>ANNUAL AMOUNT</u>	<u>QUARTERLY AMOUNT</u>
1.06/15/14 – 06/14/15	\$4,195.19	\$1,048.79
2.06/15/15 – 06/14/16	\$4,321.04	\$1,080.26
3.06/15/16 – 06/14/17	\$4,450.67	\$1,112.66
4.06/15/17 – 06/14/18	\$4,584.19	\$1,146.04
5.06/15/18 – 06/14/19	\$4,271.71	\$1,180.42

2. The Licensee shall be in Default of the License Agreement in the event of non payment of Rent, if the Licensee fails to pay Rent (or any installment thereof or additional rent) within ten (10) days after the same shall be due and payable and again fails to pay within 10 days after written notice having been made to the Licensee for same, Licensee shall be in Default of this license. It is agreed that ten (10) days after written notice of Default is given, the County shall

invoke EARLY TERMINATION as stated in paragraph 3 of this License Agreement and the Licensee shall vacate the entire 7200 square feet of the Licensed Premises.


3. The amendment shall reflect the change of address for the COUNTY in paragraph 14 of the license agreement. The new address is: Montgomery County, Department of General Services, Office of Real Estate, 101 Monroe Street 9th floor, Rockville Md., 20850 with a copy of notice to Montgomery County, Office of the County Attorney, 101 Monroe Street, 3rd floor, Rockville, Maryland 20850.

4. Except as modified herein all other terms and conditions of the License Agreement will remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals the day and year above written.

WITNESS:

By: 
Edw. H. Clowers

LICENSEE:

KAPPA ALPHA PSI FRATERNITY INC.

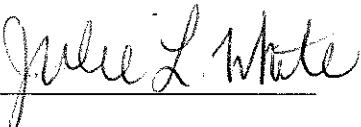
By: 
John T. Henderson, Jr.

Silver Spring, Md

Title: President


Date: 12-21-13

WITNESS:

By: 

COUNTY:

MONTGOMERY COUNTY
MARYLAND

By: 
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

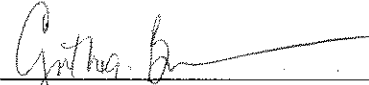
Date: 1/8/14

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: 
Associate County Attorney

Date: 12/11/13

RECOMMENDED

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 12/11/13