

## FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement made and executed this 28 day of ~~March~~, 2011, by and between Montgomery County, Maryland, a body corporate and politic (the "County") and Damascus Heritage Society, Inc. (the "Licensee"), the County and the Licensee together the "Parties").

WHEREAS, the County entered into a License Agreement with the Licensee dated July 24, 2008 (the "License") for space to locate a Prefabricated Building on County space located at 9701 Main Street, Damascus, Maryland 20872 (the "Premises"); and

WHEREAS, the Parties have agreed to amend the Initial Term and the Renewal Term as set forth in the License Agreement; and

WHEREAS, the County has agreed to extend the Term for an additional fifteen (15) years; and

WHEREAS, the Parties mutually desire to amend the terms and conditions of the License to reflect the extension of the Term.

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. Definitions. Unless otherwise set forth in this First Amendment to License Agreement, all capitalized terms shall have the same meanings as set forth in the License Agreement.

2. Term. Section 2 of the License is hereby amended by deleting paragraphs (a) and (b) in its entirety and adding the in lieu thereof:

"This License Agreement shall be for a term of eighteen (18) years commencing on August 1, 2008 and ending on July 31, 2026 (the "Term"), upon the same terms and conditions as the License Agreement currently in effect. There shall be no further option to extend the Term."

3. Mailing Notices. Section 15 of the License Agreement is hereby amended by deleting the County's Address and adding the following in lieu thereof:

"COUNTY:  
Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850"

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

WITNESS:

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

By: Julie L White

By: Diane R. Schwartz Jones  
Diane R. Schwartz Jones, Assistant  
Chief Administrative Officer

Date: 3/28/11

WITNESS:

LICENSEE:  
DAMASCUS HERITAGE SOCIETY,  
INC.

By: Patricia Williams

By: Linda M. Olsen

Title: President

Date: 03-02-11

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: David Pope

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

Date: 2/15/11

Date: 2/10/11