

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE entered into this 15 day of February, 2013, by and between **GRANITE HEIGHTS ENTERPRISES, LLC** (hereinafter designated as the "LANDLORD"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter designated as the ("COUNTY"); (LANDLORD and COUNTY, together, the "PARTIES").

WITNESSETH:

WHEREAS, the LANDLORD, or its predecessor, and COUNTY entered into a Lease Agreement dated October 26, 2007 (the "Lease") for property with an address of 14935A & 14935B Southlawn Lane, Rockville, Maryland 20850, containing a total of 118,249 gross square feet of building warehouse and office space (the "Property"); and

WHEREAS, the prior owners, F.D.R. Srour Partnership and its individual partners, transferred ownership of the Property to Granite Heights Enterprises, LLC, pursuant to a deed dated August 29, 2012 and recorded in the Land Records of Montgomery County, Maryland at liber 45227, folio 466.

WHEREAS, the PARTIES desire to amend the Lease to permit a five (5) year extension term and to adjust the annual rent during said extension term; and

WHEREAS, a copy of the Lease is attached hereto and made a part hereof, and all other terms and conditions of the Lease will remain in full force and effect except as modified herein.

NOW THEREFORE, the Parties desire to modify the terms of the Lease as set forth herein.

1. TERM EXTENSION: The term of this Lease extension shall be five (5) years to commence on October 28, 2012 and terminating on October 28, 2017.
2. RENTAL ADJUSTMENTS: It is agreed between Parties that the annual rent payable by the COUNTY is as set forth in the following schedule:

BASE RENT SCHEDULE

Lease Year #6	10/27/12	12	\$135,636.00	\$1,627,632.00
Lease Year #7	10/27/13	12	\$139,705.00	\$1,676,460.00
Lease Year #8	10/27/14	12	\$143,896.00	\$1,726,752.00

Lease Year #9	10/27/15	12	\$148,213.00	\$1,778,556.00
Lease Year #10	10/27/16	12	\$152,659.00	\$1,831,908.00

3. Purchase Option: The Parties agree that during the term of this extension, they will explore the possible sale of the property to the County under the terms and rules of an IRS 1031 EXCHANGE, or any successor thereto. The Parties will work together cooperatively to identify suitable properties qualified to be used in such an exchange, with the Landlord outlining requirements and reviewing potential candidates and the County identifying and presenting candidates. The suitability of any property presented for such an exchange will be decided in the sole and absolute discretion of the Landlord. In addition, Landlord hereby grants a right of first refusal to the County to purchase the Property on such terms as landlord presents in a signed, bona fide contract with a third party. The County will have sixty (60) days to notify the landlord in writing, of the County's intent to match the terms of the bona fide contract.

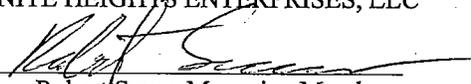
4. ADDRESS : The amendment shall reflect the change of address for the COUNTY in paragraph 33 of the Lease. The new address is: Montgomery County Government, Department of General Services, Office of Real Estate, 101 Monroe St., 9th floor, Rockville MD. 20850 with a copy not to constitute notice to: Montgomery County, Office of the County Attorney, 101 Monroe St., 3rd floor, Rockville, 20850.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Amendment to be properly executed.

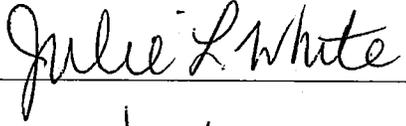
WITNESS TO LANDLORD:

LANDLORD:
GRANITE HEIGHTS ENTERPRISES, LLC

By: 
Robert Srour, Managing Member

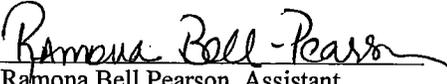
Date: 2/5/2013

WITNESS:

By: 

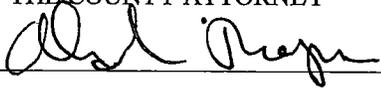
Date: 2/19/13

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: 
Ramona Bell Pearson, Assistant
Chief Administrative Officer

Date: February 15, 2013

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

Date: 2/5/13

RECOMMENDED

By: 
Cynthia Breneman, Director
Office of Real Estate

Date: 2/1/13