

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "Amendment"), is made this 24th day of July, 2008, between Council of Unit Owners Clarksburg Highlands Condominium, with a principal mailing address of 7514 Wisconsin Avenue, Suite 500, Bethesda, Maryland 20814 (the "Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, with a principal address of 101 Monroe Street, Rockville, Maryland 20850 (the "County"), (Landlord and County, together, the "Parties").

WHEREAS, the Landlord and the County entered into a Lease Agreement dated November 7, 2006 (the "Lease"); and

WHEREAS, the Parties desire to amend the Lease for the purpose of extending the current Renewal Term, providing for further automatic renewal terms, and restating the County's share of Common Area Expenses payable as Additional Rent.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to the following changes and modifications to the Lease.

1. **RENEWAL TERM EXTENSION:** The Renewal Term as described in Paragraph 3 of the Lease will expire on November 6, 2008. The Renewal Term is hereby extended for an additional one (1) year period to commence on November 7, 2008, and expire on November 6, 2009 (the "Renewal Term Extension").

2. **AUTOMATIC RENEWAL TERM EXTENSIONS:** The Renewal Term Extension will automatically renew for five (5) additional one (1) year terms (the "Automatic Renewal Term Extensions"), unless the County exercises its right not to renew by sending a written notice to the Landlord at least one hundred twenty (120) days prior to the expiration of the Renewal Term Extension or then Automatic Renewal Term Extension.

3. **COMMON AREA EXPENSES:** The Additional Rent paid by the County as described in Paragraph 5 of the Lease is currently Eight Thousand Four Hundred Dollars and No Cents (\$8,400.00), payable in equal monthly installments of Seven Hundred Dollars and No Cents (\$700.00). The Parties agree that on November 7, 2008, the Additional Rent shall increase to Nine Thousand Dollars and No Cents (\$9,000.00), payable in equal monthly installments of Seven Hundred Fifty Dollars and No Cents (\$750.00). Thereafter, the Additional Rent shall increase by three percent (3%) annually on November 7 of each year during the Automatic Renewal Term Extensions.

23201 Stringtown Road

4. MAIL NOTICES: The County mail notice address as described in Paragraph 34 of the Lease is changed as follows:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

5. Except as modified herein, all other terms and conditions of the Lease will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:
Council of Unit Owners
Clarksburg Highlands Condominium

Paul A. ...
Witness

By: *Donnie Gross*
Donnie Gross

Title: President

Date: 7/15/08

TENANT:
MONTGOMERY COUNTY, MARYLAND

Jan ...
Witness

By: *Diane Schwartz Jones*
Diane Schwartz Jones

Title: Assistant Chief Administration Officer

Date: 07/24/08

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: *Gileen J. Brennan*

Date: 7/7/2008

RECOMMENDED BY:

By: *Cynthia L. Brennan*
Cynthia L. Brennan, Director
Office of Real Estate

Date: 6/26/08

