

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement made and executed this 8th day of ~~November~~ 2005, by and between David E. Aaronson, General Partner, for Wheaton Shopping Center Joint Venture (the "Landlord") and Montgomery County, Maryland, a body corporate and politic (the "Tenant").

WHEREAS, the Landlord entered into a Lease Agreement with the Tenant dated June 6, 2000 (the "Lease") for the premises located at 11405-11407 Georgia Avenue, Wheaton Maryland, for approximately 3,650 square feet, located in the Wheaton Shopping Center (the "Premises"); and

WHEREAS, the Lease Term expires August 16, 2005; and

WHEREAS, the Landlord and the Tenant desire to amend the Lease by extending the term of the Lease for an additional Five (5) year period; and

WHEREAS, the Landlord and the Tenant mutually desire to amend the terms and conditions of the Lease 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 Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. TERM. Paragraph 3 of the Lease is hereby amended by adding the following as a new paragraph:

"(c) The Lease Term shall hereby be extended for a period of five (5) years, commencing August 17, 2005 and expiring, unless sooner terminated pursuant to the terms of the Lease, on August 16, 2010 (the "Extended Term"), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Extended Term."

3. RENTAL. Paragraph 4 of the Lease is hereby amended by deleting Paragraph 4, entitled "Rental" in its entirety and adding the following in lieu thereof:

"(a) During the first year of the Extended Term, the total base rent for the Premises shall be equal to Ninety Four Thousand Two Hundred and Forty Three Dollars (\$94,243.00) per annum or Seven Thousand Eight Hundred Fifty Three Dollars and Fifty Eight Cents (\$7,853.58) per month. The base regular rent shall continue for the first year of the Extended Term. Pass-throughs include Tenant's reimbursement for Landlord's pro-rata share of real estate taxes, as provide in paragraph 23 of the Lease, and

reimbursement of common area maintenance charges, as provided in paragraph 38 of the Lease. See paragraph 4(c) for base rent for the remaining years of the Extended Term. All rents shall be paid as hereinafter provided at the offices of Landlord, to be paid in consecutive monthly installments in advance on the first day of each and every month of the Extended Term.

(b) All amounts payable by Tenant under the terms of the Lease in addition to the basic rent, and any charge or expense on behalf of Tenant under the terms of the Lease incurred by Landlord, shall be considered additional rent hereunder. In addition to and not in limitation of any other rights and remedies which Landlord may have in case of the failure by Tenant to pay such sums when due, such non-payment shall entitle Landlord to the remedies available to it hereunder for non-payment of rent. All such charges or expenses shall be paid to Landlord or to its successor or at such other place and to such other person as Landlord may from time to time designate in writing. The covenant to pay rent shall be independent from all other covenants in the Lease.

(c) Increase of Rent:

(1) Effective after the first year of the Extended Term and each one (1) year anniversary thereafter during the Extended Term of the Lease the base or minimum annual rent (and the monthly installments thereof) shall be adjusted by increasing the minimum rent then in effect by an amount derived by multiplying the minimum rent in effect by one hundred percent (100%) of the percentage increase in the Consumer Price Index (as hereinafter defined) between the Consumer Price Index published for the month one year prior to the date of such adjustment and the Consumer Price Index published for the month immediately preceding the date of such adjustment.

(2) For the purpose of the Lease, the "Consumer Price Index" is hereby defined to be the index now known as United States Department of Labor Bureau of Labor Statistics, Revised CPI-U (all items, U.S. City Average (1982-84=100).

(3) Notwithstanding the forgoing, the resulting annual minimum rent calculated as above shall not be less than three percent (3%) nor more than five percent (5%) of the minimum rent payable during the previous lease year of the Extended Term.

(4) In the event the said index is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such index, the parties shall attempt to agree on an alternative formula in accordance with such statistics as may be recommended by a department or, agency of the United States Government for such purposes, or absent such a recommendation, in such manner as may be reasonably determined by agreement of Landlord and the Tenant.

(d) Payment of Rent: Tenant will pay said rent at times specified without demand, setoff or deduction to the offices of David Aaronson, Aaronson & Aaronson, Managing Agent, 5100 Wisconsin Avenue, N.W., Suit 302, Washington, D.C. 20016 or at such other addresses as may in the future be designated by the Landlord."

4. SIGNS: Paragraph 14 of the Lease is hereby amended by adding the following as a new paragraph:

“Tenant agrees to replace the background colors in the exterior signage within forty-five (45) days of the full execution of this Amendment by both the Landlord and the Tenant. The color to be used by the Tenant is Duron Paint Color 7075-D.”

5. COMMON AREA MAINTENANCE (CAM) CHARGE: Paragraph 38 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

“Tenant shall pay as additional rent, on a monthly basis, the sum of One Dollar and Eight Cents (\$1.08) per square foot of the Premises for the first lease year of the Extended Term. This agreed upon sum will be in lieu of the Landlord having to supply to the Tenant any documentation of the maintenance costs for the common area of the Wheaton Shopping Center. The CAM charge shall escalate at rate of Three Percent (3%) per annum effective after the first year of the Extended Term and each one (1) year anniversary thereafter during the Extended Term. The square footage for the Premises is 3650 square feet.”

6. NOTICES. Paragraph 44 of the Lease is hereby amended by deleting the Tenant’s Address in its entirety and adding the following in lieu thereof:

“TENANT: Montgomery County, Maryland
 Department of Public Works & Transportation
 Office of Real Estate
 101 Monroe Street, 10th Floor
 Rockville, Maryland 20850
 Attn: Director

With a copy, that does not constitute notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney”

7. This First Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Landlord and the Tenant hereto have caused this First Amendment to Lease to be properly executed.

WITNESS:

By: Susan McDonald

WITNESS:

By: Rebecca S. Domaruk

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Walter P. Brennan

Date: 10/19/2005

LANDLORD:

WHEATON SHOPPING CENTER
JOINT VENTURE

By: David Aaronson
David Aaronson, General Partner

Date: Nov 3, 2005

TENANT:

MONTGOMERY COUNTY,
MARYLAND

By: Joseph F. Beach
Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 11/8/05

RECOMMENDED:

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

Date: 10/13/05