

FIRST LEASE AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of the 28 day of April 2010, by and between ROSA L. DELLENOCI and VR LIMITED PARTNERSHIP c/o BONIFANT BUILDING, LLC (hereinafter called "Landlord"), and MONTGOMERY COUNTY, MD (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, Landlord and the County are parties to that certain Lease dated June 13, 2008 with respect to certain premises consisting of approximately 5,990 square feet and commonly known as, Suite 400 and 410 of the 4th floor of the office building located at 1110 Bonifant Street, Silver Spring, Montgomery County, Maryland (the "Building"); and

WHEREAS, Landlord and the County now desire to supplement and/or modify the terms of the Lease, in the manner set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and agreement herein contained, Landlord and the County agree that the Lease is hereby modified, amended, and/or supplemented as hereinafter set forth, and any language of, or provision in the Lease which is inconsistent or is in conflict with the following, and not hereinafter referred to, shall be deemed appropriately amended or modified:

1.. **THE LEASED PREMISES**

Section One (1) of the Lease Agreement is hereby amended by deleting the entire paragraph in its entirety and adding the following in lieu thereof:

"THE LEASED PREMISES

The Landlord hereby leases to the County and the County hereby leases from the Landlord all of that real property, situate and lying in Montgomery County, Maryland which consists of the space shown outlined on a floor plan attached hereto and made part hereof as Exhibit "A", known as Suite 220 located on the second (2) floor of the building at 1110 Bonifant Street, Silver Spring, Maryland 20910, and containing approximately 1,834 rentable square feet which space is hereinafter referred to as "Leased Premises"."

2. TERM

Section Two (2) "Term" of the Lease Agreement is hereby amended by deleting Section Two (2) Term in its entirety and adding the following in lieu thereof:

"TERM:

The First Lease Amendment Term shall be for Two (2) years, commencing June 1, 2010 and terminating May 31, 2012. This Term shall be contingent on the Landlord and CRP, Inc. executing a Lease Agreement for the County's former Leased Premises, Suites 400 and 410. If the Landlord and CRP Inc. do not execute a Lease Agreement for the County's former Leased Premises, Suites 400 and 410, the Lease Term shall commence July 1, 2010 and terminate July 30, 2012."

3. BASIC RENT

Sections THREE (3), 3.4, 3.5 of the Lease Agreement is hereby amended by deleting Sections Three 3, 3.4, 3.5 and adding the following in lieu thereof:

"BASIC RENT:

The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule;

	<u>Basic Annual Rent</u>	<u>Basic Monthly Rent</u>
Year 1	\$55,698.58	\$4,641.55
Year 2	\$58,205.02	\$4,850.42"

4. ANNUAL OPERATING EXPENSES

Section Four (4) of the Lease Agreement is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"ANNUAL OPERATING EXPENSES

The Annual Operating Costs are included in the Rent schedule, Paragraph 3, BASIC RENT, above. No additional Operating Expenses shall be paid by the County."

5. LEASED PREMISES IMPROVEMENTS

Landlord at Landlord's expense shall construct the Leased Premises as shown in Exhibit A.

6. NON-MODIFICATION

Except as modified by this First Lease Amendment, all terms, conditions, covenants, and agreements of the Lease shall be and remain in full force and effect.

7. NOTICES:

All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or Landlord, respectively. Notices to the Parties must be addressed as follows:

THE COUNTY:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

With a copy that does not constitute notice to:

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

THE LANDLORD:

BONIFANT BUILDING, LLC,
1110 Bonifant Street
Suite 600
Silver Spring, Maryland 20910

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first written above.

WITNESS:

LANDLORD:

BY: ROSAL DELENOCI and
VR LIMITED PARTNERSHIP
c/o BONIFANT BUILDING, LLC,

[Signature]

By: [Signature]

Name: Vito DeLenoci
Title: Managing Partner
Date: 4/20/10

WITNESS:

TENANT:

MONTGOMERY COUNTY, MD

Julie White

By: [Signature]

Name: Diane R. Schwartz Jones
Title: Assistant Chief Administrative Officer
Date: 4/28/10

APPROVED AS TO FORM
RECOMMENDED AND LEGALITY
OFFICE OF THE COUNTY
ATTORNEY

By: [Signature]

Date: 4/16/10

By: [Signature]
Cynthia Brenneman, Director
Office of Real Estate

Date: 4/15/10

