**FIRST RENEWAL AND AMENDMENT OF LEASE AGREEMENT**

This First Renewal and Amendment of Lease Agreement (the "First Renewal") is being made this 12 day of Feb, 2008, between 4848 Cordell Avenue Partnership("Lessor") and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("Lessee"). (The Lessor and the Lessee together the "Parties.")

WHEREAS, the Parties entered into a Lease Agreement dated June 5, 1995 (the "Lease") for premises described as 4000 square feet of space of the building located at 4848 Cordell Avenue, Bethesda, Maryland 20814 (the "Premises"); and

WHEREAS, the County (Lessee) has been on a month-to-month tenancy since June 4, 2000; and

WHEREAS, the Parties desire to amend the Lease by extending the term of the Lease for an additional Eight (8) year period and adjusting the rent; and

WHEREAS, the Parties desire to amend the terms and conditions of the Lease to reflect the extension of the Term and other minor amendments to the Lease; as modified by the First Renewal;

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 Renewal to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. Term: Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph:

"The Lease Term shall hereby be extended for a period of Eight (8) years, commencing on February 1, 2008 and expiring, unless sooner terminated pursuant to the terms of the Lease, on January 31, 2016 (the "Extended Term"), upon the same terms and conditions as the Lease, except as otherwise set forth below." The Lessee shall have the right to terminate this Lease Agreement, ~~in addition to~~ OR MFTZK at any time during the Fifth (5) lease year, ~~given~~ by providing to the Lessor One (1) year's advance written notice of Lessee's intention to terminate.

3. Rent: Section 3 and section 4 of the Lease are hereby amended by deleting the paragraph sections in their entirety and adding the following in lieu thereof:

"The Lessee shall pay or cause to be paid to the Lessor the annual and monthly amounts listed in the following schedule during and before the Extended Term commencing September 1, 2007:

| | Annual | Monthly |
|---|---|---|
| Year 1 9/01/07 – 8/31/08 | $160,000.00 | $13,333.33 |
| Year 2 9/01/08 – 8/31/09 | $166,000.00 | $13,833.33 |
| Year 3 9/01/09 – 8/31/10 | $172,225.00 | $14,352.08 |
| Year 4 9/01/10 – 8/31/11 | $178,683.43 | $14,890.29 |
| Year 5 9/01/11 – 8/31/12 | $185,384.06 | $15,448.67 |
| Year 6 9/01/12 – 8/31/13 | $192,335.96 | $16,028.00 |
| Year 7 9/01/13 – 8/31/14 | $199,548.55 | $16,629.05 |
| Year 8 9/01/14 – 8/31/15 | $207,031.62 | $17,252.63 |
| 9/01/15 – 1/31/16 | | $17,899.61 |

All payments are to be made in advance of the first day of the month, during each lease year, and shall be payable to 4848 Cordell Avenue Partnership., 11151 Viers Mill Road, Wheaton, Maryland 20910. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be adjusted accordingly."

4. Liability Insurance and Property Damage: Section 13 (c) of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"The Lessee agrees to hold harmless and defend the Lessor from and against any and all damages arising solely out of the Lessee's use of the Premises which are caused by any negligent act or omission of the Lessee, or its employees, except to the extent that claims arise from the negligent acts or omissions of the Lessor, the Lessor's employees, and contractors. Any indemnification given by the Lessee is subject to the notice requirements and damages limitations stated in the County Indemnification Statutes, as amended from time to time.

The Lessor agrees to hold harmless and defend the Lessee from and against any and all damages arising solely out of the activities on the Premises which are caused by any negligent act or omission of the Lessor, or its employees, except to the extent that claims arise from the negligent acts or omissions of the Lessee, or the Lessee's employees which are limited as stated herein."

Any obligation or liability of the county arising in any way for this agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. 5-509 (2006 Repl. Vol.), (together the "County Indemnification Statues" ), all as amended from time to time. Any indemnification given by the in this Agreement is not intended to create any rights or causes of

action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statues, as applicable.

5. Mail Notices: Section 29 of the Lease is hereby amended by deleting the Lessee's Address in its entirety and adding the following in lieu thereof:

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

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

6. Non-Discrimination: Section 21 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"The Lessor agrees to comply with the non-discrimination in employment policies in County contracts as required by Sections 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state, and local laws, rules, and regulations regarding discrimination. By signing this Lease Amendment, the Lessor assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations."

7. Public Employment: Section 24 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"Lessor understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment."

8. Holdover: Section 17 of the Lease is hereby amended by deleting the paragraph in it's entirety and adding the following in lieu thereof:

"If Lessee, or anyone claiming under it, lawfully remains in possession of the Premises after the expiration of the Lease Term, Lessee shall be a tenant from month to month, upon all

the terms hereof which are not inconsistent with such tenancy; provided, however, that Lessee covenants to pay to Lessor as rent during such tenancy, in equal monthly installments in advance, two hundred percent ~~(125%)~~ (200%) of the monthly rent in effect immediately before expiration of the Lease Term. Such tenancy may be terminated by Lessor or Lessee upon thirty (30) days' advance written notice. Lessee's failure to give such notice shall obligate it to pay rent for one full calendar month following the month in which it vacates the Premises. Except for purpose of the first sentence of this section, during any holdover term, references to the "Lease Term" shall include the period of such holdover."

9. This First Renewal is incorporated into the Lease and shall be deemed a part thereof.

10. Any provision of the Lease not expressly modified by this First Renewal shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: _____

LESSOR:

4848 CORDELL AVENUE

PARTNERSHIP

By: _____

General Partner

Date: 2/12/08

WITNESS:

By: Debbie Richards

LESSEE:

MONTGOMERY COUNTY, MARYAND

By: Diane R. Schwartz Jones

Diane R. Schwartz Jones
Assistant Chief Administrative Officer

Date: 2/14/08

APPROVED AS TO FORM & LEGALITY

OFFICE OF THE COUNTY ATTORNEY

By: Eileen D. Basman

Date: 2/12/2008

RECOMMENDED:

By: Cynthia L Brenneman

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 2/13/08

R:projects:projects: Steve H temp file