POTOMAC PLACE SHOPPING CENTER

AND

MONTGOMERY COUNTY, MARYLAND

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT made and executed this 2nd day of October, 1990 by and between POTOMAC PLACE LIMITED PARTNERSHIP, (hereinafter referred to as "Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body politic and corporate, (hereinafter referred to as "Tenant").

WITNESSETH

WHEREAS: Landlord and Tenant are parties to a Lease Agreement dated November 17, 1989 (hereinafter referred to as the "Lease"), which is attached hereto and made a part hereof as Exhibit "A", and under which Lease the Tenant occupies the premises described as Store Number 11, within the Potomac Place Shopping Center; and

WHEREAS, Landlord and Tenant have agreed to amend certain conditions of the Original Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and 00/100 ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree to amend the Original Lease as follows:

I. Paragraph 1. PREMISES: Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the premises described as Store Number 11, within the Potomac Place Shopping Center (hereinafter referred to as the "Building" or the "Shopping Center") located at 10132 River Road, Potomac, Maryland 20854, and comprising 2,786 square feet of space as outlined in red in Exhibit "A" attached hereto and made a part hereof, which space is hereinafter referred to as the "Leased Premises".

II. Paragraph 3. RENT:

(A) Tenant shall pay Base Rent to the Landlord in the annual amount of Ninety-Seven Thousand Five Hundred Ten Dollars and NO/100 ($97,510.00) and the monthly amount of Eight Thousand One Hundred Twenty-Five Dollars and 83/100 ($8,125.83).

The remaining provisions of this Paragraph 3 shall remain in full force and effect without any change or modification.

III. Paragraph 15. REAL ESTATE TAXES: Landlord shall promptly pay during the term of this Lease all real estate taxes levied upon or assessed against the land or building of which the Leased Premises are a part. Tenant's proportionate share of any real estate taxes is hereby determined to be 3.5 percent, according to the following formula:

$$\frac{2,786 \quad \text{Leased Square Feet}}{79,107 \text{ Square Feet in Building}} = .035$$

Landlord shall be required to provide annual documentation evidencing said real estate taxes, to include copies of paid tax bills. Tenant shall not be responsible for any charges assessed against Landlord in connection with late payment of tax bills, nor shall Tenant be liable for any increases in real estate taxes due to an expansion of the Building of which the Leased Premises are a part.

IV. Paragraph 18. ADMINISTRATIVE FEES: In addition to the Tenant's pro-rata share of common area maintenance, real estate taxes and insurance for the shopping center, Tenant shall pay an administrative fee as follows:

(1) original term - 30 cents a square foot or $835.80 a year
(2) first option - 38 cents a square foot or $1,058.68 a year
(3) second option - 49 cents a square foot or $1,365.14 a year

V. Landlord and Tenant agree that all terms, conditions and covenants in the Lease dated November 17, 1989, shall remain in full force and effect without any change or modifications except as otherwise indicated in the Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be property executed.

WITNESS:

By: _____

LANDLORD:
Potomac Place Limited Partnership
By: Potomac Place II Limited Partnership
By: Potomac Place Shopping Center, Inc.

By: _____
Shelton Zuckerman, President

Date: 7/15/90

WITNESS:

By: _____

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: _____
Alastair McArthur, Assistant
Chief Administrative Officer

Date: 10/2/90

RECOMMENDED BY:

By: _____
Gloria W. Kratz, Chief
Real Estate Management

Date: 10-1-90

APPROVED AS TO FORM & LEGALITY
OFFICE OF COUNTY ATTORNEY

By: _____

Date: 9/26/90

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