

WILBUR D. STUBBS

AND

MONTGOMERY COUNTY, MARYLAND

FIRST AMENDMENT TO LEASE AGREEMENT
AND ELECTION TO RENEW

THIS AGREEMENT made and executed this 18th day of May, 1992 by and between WILBUR D. STUBBS (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 February 10, 1987 (hereinafter jointly referred to as the "Lease") and an Addendum to the Lease dated March 16, 1987, which are attached hereto and made a part hereof as Exhibit "A", and under which Lease the Tenant occupies the premises described as approximately 4,850 square feet of space within the Stubbs Shopping Center, 3733 University Boulevard, West, Kensington, Maryland; and

WHEREAS, the term of the Lease expired on March 14, 1992; and

WHEREAS, pursuant to the Lease, Tenant has the right to renew the Lease for two additional consecutive four (4) year eleven (11) month periods, the option period to begin upon expiration of the term of the Lease; and

WHEREAS, the Lease provides that in the event Tenant exercises the option to renew, all terms of the Lease shall apply to the option periods except the rental adjustment which option period rental adjustment is defined therein; and

WHEREAS, Tenant hereby elects to renew the Lease for the first four (4) year eleven (11) month option period subject to certain amendments of the Lease agreed upon by Landlord and Tenant as follows:

I. RENT:

(A) During the lease year commencing on March 15, 1992, Tenant shall pay Base Rent to the Landlord in the annual amount of EIGHTY-THREE THOUSAND SIX HUNDRED FORTY-EIGHT AND 06/100 (\$83,648.06) DOLLARS payable in equal monthly installments in the amount of SIX THOUSAND NINE HUNDRED SEVENTY AND 67/100 (6,970.67) DOLLARS.

(B) CONSUMER PRICE INDEX: It is agreed between the parties that the annual rent payable by the Tenant shall be adjusted at the beginning of the second lease year under the option period (for purposes of this provision, Lease Year shall be defined as March 15 through March 14), and every lease year thereafter, as determined by the application of the following formula:

To the annual rent payable by Tenant during the previous lease year shall be added that sum representing one hundred (100%) percent of the resulting amount, if any, after multiplying said annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now known as the "U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumer, All Items (1987=100)", for the month prior to the last month of the previous lease year and denominator of which shall be said index for the month prior to the first month of the previous lease year, and subtracting from such product the annual rent payable during the previous lease year.

The resulting new Basic Rent shall in no event be less than the Basic Rent payable during the preceding twelve months, shall not exceed the Basic Rent payable during the previous lease year by more than ~~3%~~^{8%}, and shall be payable in twelve equal installments on the first day of each month of the applicable year.

In the event the CPI is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such CPI, the parties hereto shall attempt to agree on an alternative formula and if agreement cannot be reached the matter shall be submitted to arbitration under the rules of the American Arbitration Society then in effect.

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II. Tenant's monthly contribution for Common Area maintenance as set forth in Section 8(B) of Paragraph 8 entitled COMMON AREAS shall be \$602.39.

III. Tenant's monthly installment for its proportionate share of real estate taxes as set forth in Section 9(D) of Paragraph 9 entitled REAL ESTATE TAXES shall be \$699.62 through the close of the 1992 calendar year.

IV. Landlord and Tenant agree that all terms, conditions and covenants in the Lease dated February 10, 1987 and the Lease Addendum dated March 10, 1987, shall remain in full force and effect without any change or modifications except as otherwise indicated in this Amendment.

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

WITNESS:

By: Brenda J. Hull

LANDLORD:

WILBUR D. STUBBS ESTATE

By: Mary E. Ommundsen

Title: Personal Representative for the estate of Wilbur D. Stubbs

Date: May 1, 1992

WITNESS:

By: Pearl O. Schloo

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: Alastair McArthur

Alastair McArthur, Deputy Chief Administrative Officer

Date: 5/15/92

RECOMMENDED BY:

By: Gloria W. Kratz

Gloria W. Kratz, Chief Office of Real Estate Management

Date: 5/13/92

APPROVED AS TO FORM & LEGALITY OFFICE OF COUNTY ATTORNEY

By: [Signature]

Date: 4/1/92

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