FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**") is made as of the 20 day of ~~May~~ June, 2007, by and between **WESTWOOD SHOPPING CENTER LLC**, a Delaware limited liability company (the "**Landlord**"), and **MONTGOMERY COUNTY, MD,** a body corporate and politic (the "**Tenant**").

WITNESSETH

WHEREAS, pursuant to that certain Lease Agreement dated February 11, 1998 (the "**Lease**"), Laszlo N. Tauber M.D. & Associates, Landlord's predecessor in interest, leased to Tenant the premises consisting of approximately 5,815 net usable square feet of retail space (the "**Demised Premises**") located at 5432 Westbard Avenue, Bethesda, Maryland in the shopping center known as Westwood Shopping Center (the "**Center**");

WHEREAS, pursuant to the terms of the Lease, Tenant extended the term thereof per that certain letter to Landlord dated as of February 11, 2002, which exercised Tenant's right to renew the Lease and the term set forth therein, effective October 31, 2002.

WHEREAS, the term of the Lease, as extended, expires on October 31, 2007; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Lease and to modify certain terms and conditions of the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease in the following respects only:

I. LEASE IN FULL FORCE AND EFFECT; DEFINITIONS; RECITALS

Except as herein modified or amended, the provisions, conditions, and terms of the Lease shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Capitalized terms used in this First Amendment shall have the same definitions as set forth in the Lease to the extent such capitalized terms are defined therein and are not redefined in this First Amendment. The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

II. LEASE TERM

The term of the Lease is hereby extended through October 31, 2012, unless extended or sooner terminated pursuant to the terms of the Lease, as amended hereby (the "**Second**

Extended Term").

III. MINIMUM GUARANTEED RENTAL

Notwithstanding anything to the contrary contained in the Lease, Tenant shall pay fixed annual minimum rent for the Demised Premises for the period October 31, 2007 through August 31, 2012, in accordance with the following schedule and in the same manner set forth in Article 2 of the Lease, as amended hereby:

Period	Annual Rent	Monthly Rent
October 31, 2007 – October 30, 2008	$261,675.00	$21,806.25
October 31, 2008 – October 30, 2009	$269,525.25	$22,460.44
October 31, 2009 – October 30, 2010	$277,611.01	$23,134.25
October 31, 2010 – October 30, 2011	$285,939.34	$23,828.28
October 31, 2011 – October 30, 2012	$294,517.52	$24,543.13

Monthly installments of fixed annual minimum rent shall be sent to: Westwood Shopping Center, P.O. Box 33435, Lockbox # 9514984431, Hartford, CT 06150-3435, or at such other place designated by Landlord from time to time.

IV. LEASE YEAR

From and after October 31, 2007, the term "Lease Year" set forth in Article 9 of the Lease is deemed to be the period of October 31, 2007 through October 30, 2008 and each succeeding period of twelve (12) full calendar months during the Second Extended Term.

V. LANDLORD'S RIGHT TO TERMINATE

Notwithstanding anything in the Lease or this First Amendment to the contrary, Landlord shall have the right to terminate the Lease, as extended herein, as of January 1, 2010 (the "**Early Termination Date**") by giving Tenant, not later than one hundred eighty days (180) days' prior to the Early Termination Date, written notice of such termination along with written notice that Landlord plans to demolish, substantially renovate or change the use of the Center (the "**Termination Notice**"), as Landlord shall determine in its sole and absolute discretion. Landlord shall have no liability whatsoever in connection with any such termination of the Lease, and upon the date set forth in the Termination Notice, Landlord shall have and enjoy the Premises free, clear and discharged of this Lease, and of all rights of Tenant hereunder.

VI. DELETION OF CERTAIN LEASE PROVISIONS

Article Thirty of the Lease titled "Option to Extend" shall automatically be of no force and effect upon the full execution of this First Amendment and Tenant shall have no right to extend the term of the Lease beyond the expiration date set forth in this First Amendment. Article Thirty-Two of the Lease, titled "Termination" shall automatically be of no further force and effect and Tenant shall have no right to terminate as set forth in such Article 32 of the Lease. Notwithstanding anything to the contrary in the Lease, any alterations of any sort to the Demised Premises shall first require the written consent of Landlord in all instances.

VII. NOTICE

The address for notices to Landlord set forth in Article 26 of the Lease is hereby deleted and the following addresses for notices are substituted therefor:

Landlord:	Westwood Shopping Center LLC c/o Capital Properties 717 Fifth Avenue, 20th Floor New York, New York 10022 Attention: Director of Leasing
With a Copy To:	Bingham McCutchen LLP 1120 20th Street, N.W., Suite 800 Washington, DC 20036 Attention: Barry P. Rosenthal, Esq.

The parties hereby agree that in addition to registered and certified mail, notices under the Lease may be given by Federal Express or other nationally recognized overnight courier service and notice shall be deemed given on the date delivered by the carrier to the appropriate party's address.

VIII. BROKERS

Tenant represents that Tenant has dealt directly with and only with AMR Commercial LLC (the "**Broker**") as the broker in connection with this First Amendment, and that insofar as Tenant knows, no other broker negotiated this First Amendment or is entitled to any commission in connection therewith. Tenant agrees to indemnify and hold Landlord, any mortgagee holding an interest in the Center, and their respective agents and employees harmless from any and all claims of any other brokers in connection with this First Amendment. Landlord shall pay a commission to the Broker in accordance with the terms of a separate agreement.

IX. REPRESENTATIONS

Tenant represents and warrants that (i) neither it, nor Landlord, is in default of any

of their respective obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) Tenant has full power and authority to execute and perform this First Amendment, and (iii) Tenant has taken all action necessary to authorize the execution and performance of this First Amendment.

X. REAFFIRMATION OF TERMS

Except as modified herein, all other terms, covenants and provisions of the Lease are hereby confirmed and ratified and shall remain unchanged and in full force and effect. From and after the date hereof, the definition of "Lease" shall mean the Lease as amended hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed or caused this First Amendment to be executed by proper parties thereunto duly authorized so to do as of the day and year first above written.

LANDLORD:
WESTWOOD SHOPPING CENTER LLC,
a Delaware limited liability company

By: _____
Gregory A. Gudel, Secretary

TENANT:
MONTGOMERY COUNTY, MARYLAND,
a body corporate and politic

By: _____
Timothy L. Firestine
Chief Administrative Officer

Date: 6/20/2007

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____

Date: 5/11/2007

RECOMMENDED:

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

Date: 5/9/07