

MONTGOMERY COUNTY, MARYLAND

AND

THE WRITER'S CENTER

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT made and executed this 6th day of July, 1998 by and between MONTGOMERY COUNTY, MARYLAND, a body politic and corporate, (hereinafter referred to as "Lessor"), and THE WRITER'S CENTER, a District of Columbia nonprofit corporation (hereinafter referred to as Lessee).

WITNESSETH

WHEREAS, Lessor and Lessee are parties to a Lease Agreement dated July 21, 1992, (hereinafter referred to as the "Lease"), which is attached hereto and made a part hereof as Exhibit "A", and under which Lease the Lessee occupies the Premises known as 4508 Walsh Street, Bethesda, Maryland; and

WHEREAS, Lessee has obtained grant funds from the State of Maryland to perform capital improvements to the facility and receipt of said funds requires that the Lease expire on December 31, 2013; and

WHEREAS, in consideration of the Lessee's willingness to invest in capital improvements for the facility, Lessor is willing to lower the rental rate \$1.00 per square foot over a ten year period for a total of \$110,000 as Lessor's contribution to the project;

NOW THEREFORE, Lessor and Lessee agree to certain amendments of the Lease as follows:

I. Paragraph 2, entitled TERM, is amended as follows:

The term hereby created shall commence August 1, 1992 and expire at midnight on December 31, 2013.

II. Paragraph 3, entitled RENEWAL OPTIONS, is deleted in its entirety.

III. Paragraph 5, entitled RENT. Add a subparagraph D, that reads:

(D) Upon completion of the capital improvements outlined in a letter dated April 22, 1998 from Allan B. Lefcowitz to Fred Edwards, attached hereto as Exhibit B, the rent will decrease \$1.00 per square foot from the then current rental rate. The reduction will continue for a period of ten years, or until an overall reduction of ONE HUNDRED TEN THOUSAND dollars and 00/100 (\$110,000) is reached. The new rental schedule will be established in a letter between the parties after Lessee has completed the improvements.

Lessor and Lessee agree that all terms, conditions and covenants in the Lease dated July 21, 1992, 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 properly executed.

WITNESS:

By: David Chudick

LESSEE:

By: [Signature]

Title: Director

Date: 6/28/98

WITNESS:

By: Bethanna Nessel

LESSOR:
MONTGOMERY COUNTY,
MARYLAND

By: [Signature]
GORDON AOYAGI, SENIOR ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: 7/10/98

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

Date: 6.13.96

RECOMMENDED

By: [Signature]
REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: 7/1/98

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement made and executed this 25th day of July, 2006, by and between Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "Lessor") and The Writer's Center, a District of Columbia non profit corporation (the "Lessee").

WHEREAS, the Lessor entered into a Lease Agreement with the Lessee dated July 1, 1992, as amended by the First Amendment to Lease dated July 6, 1998 (collectively the "Lease") for the premises having an address of 4508 Walsh Street, Bethesda, Maryland (the "Premises"); and

WHEREAS, the Lessee has requested an abatement of annual rent to insure the Lessee remains on a stable financial footing to continue operating the Premises; and

WHEREAS, Lessor has agreed to a three (3) year abatement of annual rent; and

WHEREAS, the Lessor and the Lessee mutually desire to amend the terms and conditions of the Lease to reflect the abatement of annual rent.

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

2. Rent. Section 5 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph (E).

"(E) Effective August 1, 2006, Lessee shall be entitled to a three (3) year abatement of annual rent, from August 1, 2006 through July 31, 2009, as set forth in paragraph (A) of this Section 5 the Lease ("Rent Abatement Period"). Notwithstanding anything contained herein to the contrary, during the Rent Abatement Period, paragraph (D) of this Section 5 of the Lease and Section 6 of this Lease shall continue in full force and effect. During the Rent Abatement Period, Lessee agrees to provide Lessor no later than August 15, 2007 and 2008, respectively, a progress report on meeting their financial goals to remain on stable financial footing to continue operating the Premises. Effective August 1, 2009, the Lessee shall commence to pay annual rent as set forth in paragraph (A) of Section 5 of this Lease."

3. This Second Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof.

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: Rebecca S. Domaruk

LESSOR:
MONTGOMERY COUNTY,
MARYLAND

By: Joseph F. Beach
Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 7/25/04

WITNESS:

By: Samuel K. Freeman

LESSEE:
THE WRITER'S CENTER

By: Gregory F. Robison
Title: Gregory F. Robison, Executive Director

Date: 12 July 2006

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Lileen S. Brennan

By: Cynthia L. Brennan
Cynthia L. Brennan, Director
Office of Real Estate

Date: 7/7/2006

Date: 7/6/06