

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made as of _____, 2016, by and between GRI CEDAR PARK, LLC, a Delaware limited liability company ("Landlord"), and TOWN OF VIENNA ("Tenant").

RECITALS

- A. Tenant currently leases from Landlord approximately 1,665 square feet of space (the "Premises"), known as Office Nos. M-4, M-6 and M-10 on the second floor of the building located in the Cedar Park Shopping Center in the Town of Vienna, Virginia (the "Property") pursuant to a certain Lease Agreement dated July 23, 2015 (the "Lease").
- B. Landlord and Tenant now desire to amend the Lease and to provide for the further extension of the Lease Term in accordance with the terms and conditions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby amend the Lease as follows:

1. **Recitals:** The foregoing Recitals are hereby restated and made a material part of this Amendment.
2. **Extension Term:** The Lease Term is hereby extended beginning October 27, 2016, and ending at 11:59 p.m. on June 30, 2017 (the "Extension Term"). All references in the Lease to the "Lease Term" or the "term of this or the Lease" hereafter include the Extension Term.
3. **Minimum Rent:** All of the terms and conditions set forth in the Lease shall continue throughout the Extension Term, except that Minimum Rent payable for the Extension Term shall be as follows:

<u>Lease Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
October 27, 2016 –June 30, 2017	\$24,975.00 (annualized)	\$2,081.25

4. **Miscellaneous:** Tenant acknowledges and represents as of the date of this Amendment as follows:
- (a) To the best of Tenant's knowledge: (i) Landlord has fully performed all of its obligations under the Lease; (ii) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default by Landlord under the Lease; and (iii) there are no existing claims, defenses or offsets against rent.
- (b) All improvement allowances and reimbursements under the Lease have been paid in full, and no other amounts are due from Landlord to Tenant.
- (c) The current amount of the security deposit held by Landlord is \$0.00.
- (d) Tenant's current address for notices under the Lease is Town Manager, 127 Center St., South, Vienna, Virginia 22180.
5. **Confidentiality:** Tenant shall not disclose the terms of this Amendment to any tenant at the Property or other third party without Landlord's prior written consent. However, Tenant may release the length of the Lease Term and the amount of the monthly Minimum Rent payment, as well as any other payments due to Landlord to the public.
6. **Defined Terms:** Capitalized terms used but not defined in this Amendment shall have the same meanings ascribed to them in the Lease.
7. **Continuing Effect:** Except as modified by this Amendment, the Lease shall continue in full force and effect in accordance with its original terms.
8. **Counterparts:** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatories do not appear on the same document.
9. **Conflicts:** In the event of conflict between the terms and conditions of this Amendment and the Lease, this Amendment shall control.
10. **Binding Effect:** This Amendment shall be effective and binding on the parties only when it is signed and delivered by the parties hereto. Neither party hereto shall have any obligation or liability to the other whatsoever at law or in equity (including any claims for detrimental reliance, partial performance, good faith or promissory estoppel or other similar types of claims) unless and until such time as both parties shall have executed and delivered this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, under their respective seals, as of the day and year first above written.

WITNESS:

LANDLORD:

GRI CEDAR PARK, LLC
a Delaware limited liability company

By: Global Retail Investors, LLC,
a Delaware limited liability company,
sole member

By: First Washington Realty, Inc.
a Maryland corporation,
Its manager

By: _____ [SEAL]
Jeffrey S. Distenfeld
Executive Vice President

TENANT:
TOWN OF VIENNA

WITNESS:

By: _____ [SEAL]
Name: _____
Title: _____