

ADDENDUM #1 TO LEASE

THIS ADDENDUM #1 TO LEASE ("Addendum") is made this 30th day of May, 2012, between THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate (the "Commission"), 6611 Kenilworth Riverdale, Maryland 20737 and The Siena School, or its designated affiliated entity ("Siena" or the "Lessee"), whose address is 9727 Georgia Avenue, Silver Spring, MD 20910, as an Addendum to that certain Lease, dated July 29, 2011 ("Lease") and is made on the following premises:

R E C I T A L S:

A. The Commission is a public body corporate, created and existing under Article 28 of the Annotated Code of Maryland that is engaged in performing governmental functions of acquiring, developing, maintaining and operating public parks, facilities and recreation areas within Montgomery County and Prince George's Counties, and, in such capacity, the Commission is the fee simple owner of approximately 1.47 acres of land located as shown on **Attachment A** (the "Leased Premises").

B. The Lessee is the contract purchaser of a certain parcel of land identified on Attachment A as "Property of Boys and Girls Club of Greater Washington, Parcel 1, Boys Club of Silver Spring, Plat No. 5017, Liber 2584, Folio 308, Tax Map JP22, Parcel N458" (referred to herein as the "Siena School Property").

C. The Lessee intends to seek a Special Exception ("Special Exception") to permit the operation of an educational institution and other uses permitted under the Special Exception on the Siena School Property and the Leased Premises and in furtherance thereof and in connection therewith, Lessee will make certain alterations and improvements to the existing improvements on the Siena School Property, including installation of a fire sprinkler system to the existing building which will require a new water service connection and vault (the "Water Service Connection") to service the fire sprinkler system.

D. Due to the location of certain specimen trees on the Siena School Property, Siena proposes and desires to construct, install and maintain the new Water Service Connection within the portion of the Leased Premises as more particularly depicted on Attachment B, attached hereto (the "Water Service Connection License Area").

E. The Commission is willing to permit the installation of the Water Service Connection on the Water Service Connection License Area and the parties have agreed to amend the Lease by the execution of this Addendum in order to confirm their agreement and obligations with respect to the foregoing.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and Siena hereby agree to modify the Lease as follows:

1. **Construction of Water Service Connection on Leased Premises.** Anything in Sections 4 and 5 of the Lease to the contrary notwithstanding, Lessee is permitted, subject to obtaining and complying with all requirements of a Site Utility Permit and Water Service Connection Permit issued by the Washington Suburban Sanitary Commission (“WSSC”), to construct, install and maintain, at Lessee’s sole cost and expense, a water service connection with a vault and appurtenant structures, within the Water Service Connection License Area outlined in red and depicted on Attachment B hereto, in order to provide for a water service connection to serve a new fire sprinkler system as part of the Improvements intended to be made by Lessee to the existing improvements located on the Siena School Property. Prior to submission of Lessee’s application to the WSSC for permits for the Water Service Connection, Lessee will provide the Commission with a set of plans for the installation of the Water Service Connection for review and approval, which approval will not be unreasonably conditioned, withheld or delayed. The Commission will provide, upon WSSC’s request, a license agreement in favor of the WSSC for the installation and maintenance of the Water Service Connection on the form customarily used by the Commission with respect to WSSC water and sewer facilities on Commission property. Furthermore, prior to the commencement of any work, Lessee shall obtain from the Commission a valid Park Construction Permit which is to be issued in accordance with the customary practices and requirements of the Commission. The Lessee acknowledges that the Commission shall have no responsibility to maintain the Water Service Connection and the Lessee covenants, represents, and warrants that it will be solely responsible for maintaining the Water Service Connection. The provisions of this Section 1 are expressly made subject to the satisfaction of the contingencies set forth in Section 42 of the Lease.

2. **Recordation.** If either the Commission or the Lessee require this Lease or a memorandum of the same to be recorded in the land records, then Lessee shall:
 - (a) cause to be prepared a recordable form of this Lease or a memorandum of this Lease at Lessee’s sole costs and expenses; and
 - (b) pay any and all costs and expenses associated with recording this Lease or memorandum thereof, including but not limited to any recordation or transfer taxes associated with such recording, if any.

3. Except as modified herein, the terms and provision of the Lease remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Commission and the Lessee have executed this Lease on the dates written below.

THE SIENA SCHOOL

Date: May 30, 2012

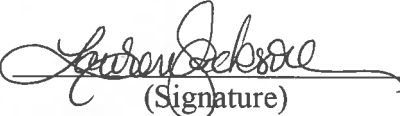
By: 
(Signature)

Typed Name: Clay Kaufman

Title: Head of School

WITNESS

Date: May 30, 2012

By: 
(Signature)

Typed Name: Lauren Jackson

Title: Office Manager


**THE MARYLAND-NATIONAL
CAPITAL PARK AND PLANNING
COMMISSION**

Date: 6/14/12

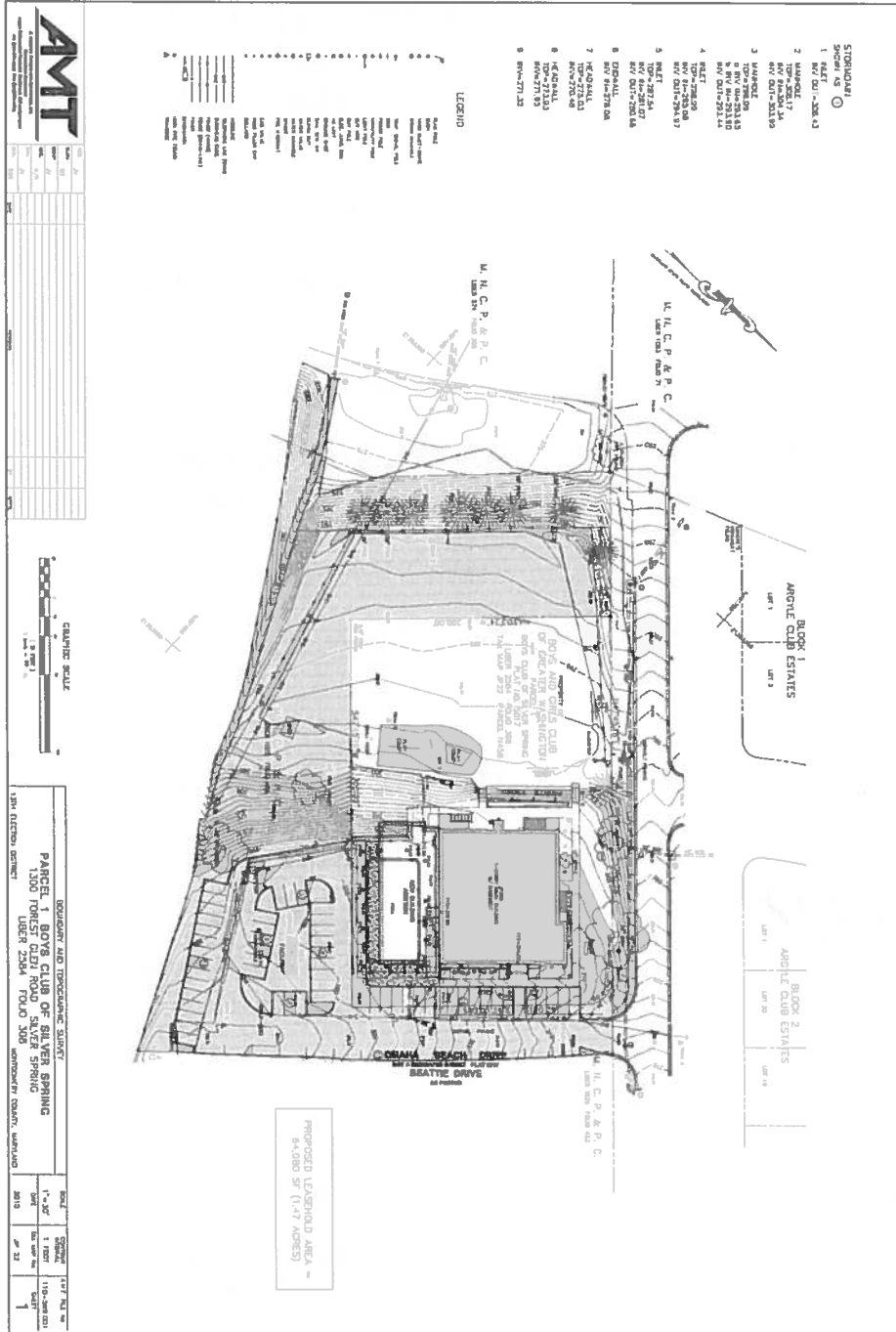
By: 
Patricia Colihan-Barney
Executive Director

ATTEST

Date: 6-15-12

By: 
Joseph Zimmerman
Secretary-Treasurer

Attachment A Leased Premises



Attachment B
Water Service Connection License Area

FOREST GLEN ROAD

100' WIDTH

ASPHALT PAVING

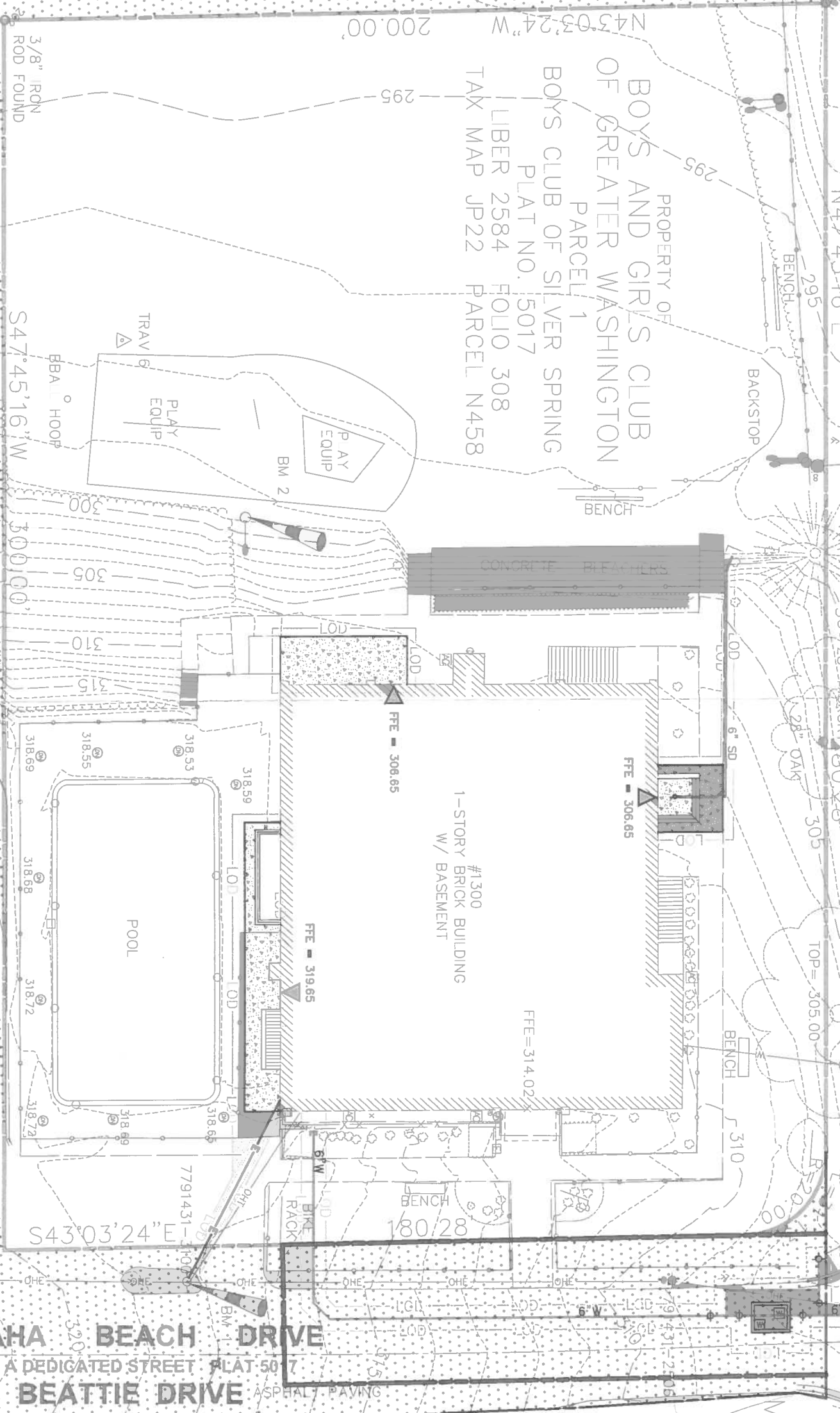
18" RCP

18" RCP

12" W (PATR)

18" RCP

PROPERTY OF
**BOYS AND GIRLS CLUB
OF GREATER WASHINGTON**
PARCEL 1
BOYS CLUB OF SILVER SPRING
PLAT NO. 5017
LIBER 2584 FOLIO 308
TAX MAP JP22 PARCEL N458



OMAHA BEACH DRIVE

NOT A DEDICATED STREET PLAT 5017

BEATTIE DRIVE

AS POSTED

M. N. C. P. & P. C.
LIBER 1025 FOLIO 453