SECOND LEASE AMENDMENT AND EXTENSION OF THE LEASE

THIS SECOND AMENDMENT AND EXTENSION OF LEASE ("Second Amendment") is entered into effective May 28, 2010, by and between PINEY BRANCH LIMITED PARTNERSHIP, a Maryland limited Partnership ("Landlord"), whose address is c/o FinMarc Management, Inc., 4733 Bethesda Avenue, Suite 650, Bethesda, Maryland, 20014 and Montgomery County, Maryland a body corporate and politic and a subdivision of the state of Maryland ("Tenant" or the "County"), whose address is c/o Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland, 20850, Attn: Director of Real Estate, with a copy (that does not, in and of its self, constitute notice) to Montgomery County, Maryland, Office of the County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland, 20850.

RECITALS

Landlord and County entered into a Lease Agreement, dated December 8, 1998, as amended by the Lease Amendment and Extension of Lease dated July 31, 2005, (collectively the "Lease"), by which the County leases approximately Four Thousand Eight Hundred (4,800) square feet of space located at 8513 Piney Branch Road, Silver Spring, Maryland, 20910 ("Premises") in the Piney Branch Shopping Center, Silver Spring, Maryland, 20910 ("Shopping center"), for a term which is set to expire on July 31, 2010 ("Extended Term"); and

Landlord and the County have agreed to modify the Extended Term so that the Extended Term shall end at the earlier date of June 30, 2010; and

Landlord and the County desire to extend the term of the Lease for an additional ten (10) years, commencing July 1, 2010 and ending June 30, 2020; and

Landlord and the County agree to amend said Lease upon the terms, conditions, covenants and agreements set forth in this Second Amendment to reflect the same.

WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration n, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows.

1. The recitals contained above are true to the best of the parties' knowledge and are incorporated by reference herein.

2. Defined Term. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.

3. Extended Term. The Extended Term shall be revised so that the expiration date of the Extended Term shall be June 30, 2010 instead of July 31, 2010. Any provision regarding Rent in the Lease, past the expiration date of the Extended Term shall no longer be applicable.

4. Second Extended Term. Effective as of the date hereof, the term of the Lease shall be extended for ten (10) additional years, commencing July 1, 2010 and ending June 30, 2020,

which terms shall be defined as the "Second Extended Term". Any provision in the Lease, whether expressed or implied, which could be construed as providing the County a further right to extend the term of the Lease, past the expiration date of the Second Extended Term set forth in the preceding sentence shall no longer be applicable.

5. Rent. During the Second Extended Term, the rent shall be as set forth below:

Year	Monthly Rent	Annual Rent
July 1, 2010-June 30, 2011	$2,850.00	$34,200.00
July 1, 2011-June 30, 2012	$5,814.00	$69,768.00
July 1, 2012-June 30, 2013	$5,930.28	$71,163.36
July 1, 2013-June 30, 2014	$6,048.88	$72,586.62
July 1, 2014-June 30, 2015	$6,169.86	$74,038.35
July 1, 2015-June 30, 2016	$6,293.25	$75,519.11
July 1, 2016-June 30, 2017	$6,419.12	$77,029.49
July 1, 2017-June 30, 2018	$6,547.50	$78,570.07
July 1, 2018-June 30, 2019	$6,678.45	$80,141.47
July 1, 2019-June 30, 2020	$6,812.02	$81,744.29

The Landlord and the County agree that the rent shall be calculated on 2400 square feet for the Second Extended Term of the Lease.

6. Broker. Landlord represents and warrants to the County that the Landlord has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Second Amendment, other than Jones Lang LaSalle Americas, Inc. The County represents and warrants to the Landlord that the County has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Second Amendment, other than Jones Lang LaSalle Americas, Inc. Landlord agrees to pay all fees associated with the use of the Broker and the County is not to be held responsible for any Broker Fee due and owing to Jones Lang LaSalle Americas, Inc., or any other broker in connection with this Second Amendment.

7. Alterations. County accepts the Premises in its AS IS condition. Except as may be set forth in the Lease, Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes in or to the Premises.

8. Notices. The Lease is hereby amended to reflect that all notices shall be sent to the parties at their respective addresses set forth above

9. Captions. Section headings are used for convenience only and shall not be considered when construing this Lease.

10. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

11. This agreement will not be binding upon any party until this document has been executed by all parties thereto.

SIGNATURE BLOCKS CONTAINED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this Second Amendment under seal on the date first above written.

Witness/Attest:

Julie White

COUNTY:
MONTGOMERY COUNTY, MARYLAND

By: Diane R. Schwartz Jones
Name: Diane R. Schwartz Jones
Title: Assistant Chief Administrative Officer

Date: 5/28/2010

Witness/Attest:

Lynda C. Lazar

LANDLORD:
PINEY BRANCH LIMITED PARTNERSHIP, a Maryland limited Partnership
By Marc And, Inc G.P.

By: [signature]
Name: Marc F Solomon
Title: President

Date: 5/20/10

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [signature]

Date: 5/24/10

RECOMMENDED:

By: Cynthia B[signature]
Name: Cynthia Brenneman
Title: Director of Real Estate

Date: 5/24/10