

## SECOND AMENDMENT TO LEASE

This **Second Amendment to Lease** ("Amendment") is made and entered into this 17<sup>th</sup> day of December, 2008, by and between **FP Gateway 270, LLC**, a New Jersey limited liability company successor-in-interest to **Forsgate Venture II L.L.C.** ("Landlord"), and **Montgomery County, Maryland**, a political subdivision of the State of Maryland ("Tenant").

### WITNESSETH:

**WHEREAS**, Landlord's predecessor-in-interest and Tenant are parties to a Lease dated September 21, 2005, as amended by the First Amendment to Lease dated October 25, 2005 (collectively the "Lease"), whereby Tenant leases from Landlord certain premises containing approximately nine thousand eight hundred twenty-three (9,823) square feet of warehouse space, known as Suite 300 (the "Premises"), located at Building Two, 22610 Gateway Center Drive, Clarksburg, Maryland (the "Building") for a Term which expires on October 23, 2010 (the "Current Term"); and

**WHEREAS**, Landlord and Tenant wish to amend the Lease by extending the Term by an additional one (1) year and to otherwise modify the Lease.

**NOW THEREFORE**, in consideration of the mutual covenants herein made, Landlord and Tenant hereby enter into this Amendment and state as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Lease.
3. **LANDLORD.** Landlord is the Landlord (as such term is defined in the Lease) for all purposes under the Lease.
4. **TERM.** Notwithstanding any provision of the Lease to the contrary, the Term shall be extended by an additional one (1) year (the "Extension Term") following the expiration of the Current Term. The Extension Term shall commence on October 24, 2010 (the "Extension Term Commencement Date") and shall expire on October 23, 2011 (the "Extension Term Expiration Date"). The Landlord and Tenant acknowledge that the Tenant still has the option to extend the Term for one (1) additional year pursuant to Section 2 of the Lease.
5. **PREMISES.** Tenant acknowledges that Tenant is currently in possession of the Premises and Tenant agrees to accept the Premises in its "as is" condition for the duration of the Extension Term.

6. **RENT.** For the remainder of the Current Term, Tenant shall continue to pay Rent in the amounts and upon the terms and conditions set forth in the Lease. During the Extension Term, Tenant shall pay Rent in the amounts set forth in the following schedule:

Time Period	Per Square Foot Rate	Annual Rent	Monthly Installment
10/24/10 – 10/23/11	\$13.27	\$130,351.21	\$10,862.60

7. **ADDITIONAL RENT.** For the remainder of the Current Term and throughout the Extension Term, Tenant shall continue to pay its Share of Taxes and Common Area Expenses pursuant to Section 5 of the Lease, as well as all other additional rent specified in the Lease.

8. **NOTICES TO LANDLORD.** Notwithstanding the provisions of Section 26 or any other provision of the Lease to the contrary, all notices or demands shall be provided to Landlord at the following address:

FP Gateway 270, LLC  
c/o First Potomac Management LLC  
Attn.: Tim Zulick  
7600 Wisconsin Avenue, 11<sup>th</sup> Floor  
Bethesda, Maryland 20814

9. **REPRESENTATIONS.** Landlord and Tenant hereby acknowledge that the Lease is in full force and effect and Tenant acknowledges that Landlord has met all of its obligations under the Lease and is not currently in default thereunder.

10. **RATIFICATION.** Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the Parties.

11. **BROKERS.** Landlord and Tenant each represent and warrant to the other that it has not employed any broker, agent or finder with regard to this Amendment except First Potomac Management LLC, which broker will be paid pursuant to a separate agreement with Landlord, and each party hereby indemnifies and holds harmless the other for any other claims relating to commissions or brokerage fees arising from a breach of the above warranty.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:

  
\_\_\_\_\_

LANDLORD:

FP Gateway 270, LLC,  
a New Jersey limited liability company

By: First Potomac Realty Investment  
Limited Partnership  
Its Sole Member

By: First Potomac Realty Trust  
Its General Partner

By:   
\_\_\_\_\_

Name: Matthew L. Wilson, SIOR

Title: Regional Vice President

Date: 12/17/08

WITNESS/ATTEST:

  
\_\_\_\_\_

TENANT:

Montgomery County, Maryland,  
a body corporate and politic and a political  
subdivision of the State of Maryland

By:  (SEAL)

Name: Diane R.S. Jones

Title: Assistant CAO

Date: 12/22/08

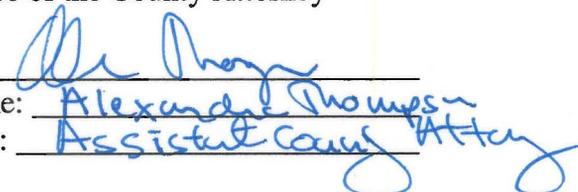
Recommended:

By: 

Name: Cynthia Breuneman

Director, Office of Real Estate

Approved as to form and legality:  
Office of the County Attorney

By:   
Name: Alexander Thompson  
Title: Assistant County Attorney