

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is being made this 26 day of Aug, 2009, between Spring Street Associates Limited Partnership ("Landlord") and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County"). (The Landlord and the County together the "Parties.")

WHEREAS, the Parties entered into a Lease Agreement dated December 3, 1999 as amended by the First Amendment to Lease Agreement dated August 4, 2004 (collectively the "Lease") for premises described as Suite 407 comprising 2,486 square feet of space located at 1109 Spring Street, Silver Spring, Maryland, 20901 (the "Premises"); and

WHEREAS, the Lease Term expires on October 31, 2009; and

WHEREAS, the Parties desire to amend the Lease by extending the term of the Lease for an additional Five (5) year period; and

WHEREAS, the Parties desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

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. Term. Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph:

"The Lease Term shall hereby be extended for a period of five (5) years, commencing November 1, 2009 and expiring, unless sooner terminated pursuant to the terms of the Lease, on October 31, 2014 (the "Extended Term"), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Extended Term."

3. Rent. Section 3 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"Rent: The rent for the period commencing November 1, 2009 and ending October 31, 2010 will be Forty-Nine Thousand Two Hundred and Forty-Five Dollars and Seventy-Two Cents (\$49,245.72), annually, Four Thousand One Hundred and Three Dollars and Eighty-One Cents (\$4,103.81), monthly, (Extended Term First Lease Year").

To the annual rent payable by County during the Extended Term First Lease Year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said amount of annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now known as the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, National Average, All Items (1984=100), or its successor, for the month two months prior to the last month of the previous lease year and the denominator of which shall be said index for the months two months prior to the first month of the previous lease year and (2) subtracting from such product the annual rate payable during the previous lease year. For instance, for a lease commencing in July, 2009 the first annual calculation would be as follows: (current annual rent x (April 2009 CPI U/May 2008 CPI U))-current annual rent = CPI increase. In any event, and notwithstanding the results obtained through the above calculation, the County's adjusted annual rent will not be less than 103%, nor more than 105% of the rent paid by County the previous year.

All payments are to be made in advance of the first day of the month, during each lease year, and shall be payable to Spring Street Associates, 1109 Spring Street, Suite 602, Silver Spring, Maryland 20901. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be adjusted accordingly."

4. Services:

Section 3 of the Lease shall be amended by adding the following to the end of the Section as a new paragraph:

"E. Landlord agrees to provide and install new building standard carpet in the Premises following the execution of this Second Amendment to Lease."

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to Lease Agreement to be properly executed.

WITNESS:

LANDLORD:

SPRING STREET ASSOCIATES LIMITED
PARTNERSHIP

By: Wally Punt

By: [Signature]
Date: 8/17/09

WITNESS:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Julie White

By: Diane R. Jones
Diane Schwartz-Jones, Assistant
Chief Administrative Officer

Date: 8/26/09

APPROVED AS TO FORM & LEGALITY RECOMMENDED:

OFFICE OF THE COUNTY ATTORNEY

By: Alfred Thompson

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

Date: 8/10/09

Date: 8/5/09