

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement made and executed this 9th day of August, 2010, by and between Milford Mill Limited Partnership (the "Landlord") and Montgomery County, Maryland, a body corporate and politic (the "County").

WHEREAS, the Landlord entered into a Lease Agreement with the County dated October 6, 2000 as amended by the First Amendment to Lease dated August 2, 2005 (collectively the "Lease") for approximately 7,000 square feet of retail space in the Poolesville Town Center (the "Shopping Center") known as Stores 4,5,6,7,8 and 9, having an address of 19623, 19652, 19627, 19629, 19631 and 19633 Fisher Avenue, Poolesville, Maryland (the "Premises"); and

WHEREAS, the Extended Term is set to expire on September 30, 2010; and

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

WHEREAS, the Landlord and County desire to amend the Lease by extending the term of the Lease for an additional Ten (10) year period, commencing July 1, 2010 and ending June 30, 2020; and

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

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 Extended Term shall be revised so that the expiration date of the Extended Term shall be June 30, 2010 in lieu of September 30, 2010. Any provision regarding Rent in the Lease, past the expiration date of the Extended Term shall no longer be applicable.

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 term 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 shall no longer be applicable.

Attn: Director

WITH COPY NOT TO CONSTITUTE

NOTICE TO:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney”

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 Transwestern and 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 Transwestern and Jones Lang LaSalle Americas, Inc., or any other broker in connection with this Second Amendment.

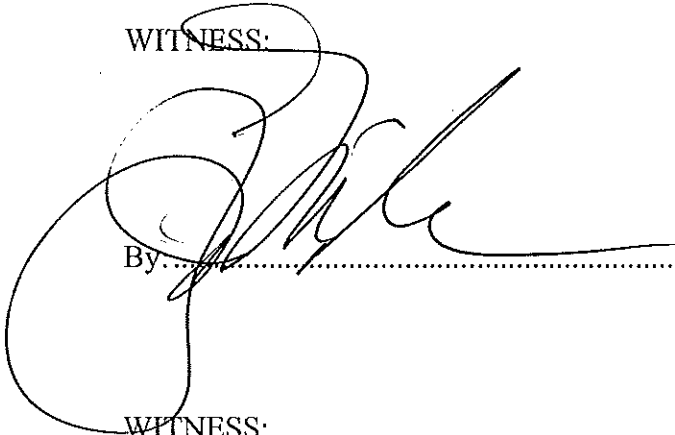
7. Alterations. The County accepts the Premises in its “AS IS” condition. Except as may be set forth in the Lease, Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes in or to the Premises.

8. This Second Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof and all provisions of the Lease where not inconsistent herewith will remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Landlord and the County hereto have caused this Second Amendment to Lease to be properly executed.

WITNESS:

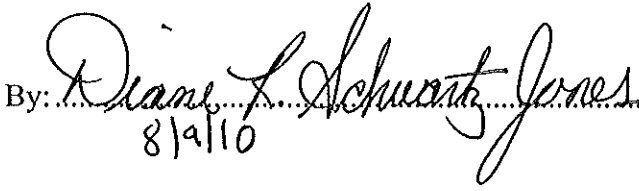

By:

LANDLORD:
MILFORD MILL LIMITED
PARTNERSHIP
Milford Mill Corporation, General
Partner

By: *Constance Tompkins*

Date: *7/15/10*

WITNESS:


By: *Diane R. Schwartz Jones*
8/19/10

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

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

Date:

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: *Alexandra Meyer*

Date: *8/4/10*

RECOMMENDED:

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

Date: *8/3/10*