

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement made and executed this 31 day of August, 2010, by and between David E. Aaronson, General Partner, for Wheaton Shopping Center Joint Venture (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 June 6, 2000 as amended by the First Amendment to Lease dated November 8, 2005 (the "Lease") for the premises located at 11405-11407 Georgia Avenue, Wheaton Maryland, for approximately 3,650 square feet, located in the Wheaton Shopping Center (the "Premises"); and

WHEREAS, the Lease Term expires August 16, 2010; and

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

WHEREAS, the Landlord and the County mutually 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. Paragraph 3 of the Lease is hereby amended by adding the following as a new paragraph:

"(c) The Lease Term shall hereby be extended for a period of five (5) years, commencing August 17, 2010 and expiring, unless sooner terminated pursuant to the terms of the Lease, on August 16, 2015 (the "Second 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 Second Extended Term."

3. RENTAL. Paragraph 4 of the Lease is hereby amended by deleting Paragraph 4, entitled "Rental" in its entirety and adding the following in lieu thereof:

"(a) During the first year of the Second Extended Term, the total base rent for the Premises shall be equal to One Hundred Eight Thousand One Hundred Thirteen Dollars (\$108,113) per annum or Nine Thousand Nine Dollars and Forty-One Cents (\$9,009.41) per month. The base regular rent shall continue for the first year of the Second Extended



Term. Pass-throughs include County's reimbursement for Landlord's pro-rata share of real estate taxes, as provide in paragraph 23 of the Lease, and reimbursement of common area maintenance charges, as provided in paragraph 38 of the Lease. See paragraph 4(c) for base rent for the remaining years of the Second Extended Term. All rents shall be paid as hereinafter provided at the offices of Landlord, to be paid in consecutive monthly installments in advance on the first day of each and every month of the Second Extended Term.

(b) All amounts payable by County under the terms of the Lease in addition to the basic rent, and any charge or expense on behalf of County under the terms of the Lease incurred by Landlord, shall be considered additional rent hereunder. In addition to and not in limitation of any other rights and remedies which Landlord may have in case of the failure by County to pay such sums when due, such non-payment shall entitle Landlord to the remedies available to it hereunder for non-payment of rent. All such charges or expenses shall be paid to Landlord or to its successor or at such other place and to such other person as Landlord may from time to time designate in writing. The covenant to pay rent shall be independent from all other covenants in the Lease.

(c) Increase of Rent:

(1) Effective after the first year of the Second Extended Term and each one (1) year anniversary thereafter during the Second Extended Term of the Lease the base or minimum annual rent (and the monthly installments thereof) shall be adjusted by increasing the minimum rent then in effect by an amount derived by multiplying the minimum rent in effect by one hundred percent (100%) of the percentage increase in the Consumer Price Index (as hereinafter defined) between the Consumer Price Index published for the month one year prior to the date of such adjustment and the Consumer Price Index published for the month immediately preceding the date of such adjustment.

(2) For the purpose of the Lease, the "Consumer Price Index" is hereby defined to be the index now known as United States Department of Labor Bureau of Labor Statistics, Revised CPI-U (all items, U.S. City Average (1982-84=100)).

(3) Notwithstanding the forgoing, the resulting annual minimum rent calculated as above shall not be less than three percent (3%) nor more than five percent (5%) of the minimum rent payable during the previous lease year of the Second Extended Term.

(4) In the event the said index is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such index, the parties shall attempt to agree on an alternative formula in accordance with such statistics as may be recommended by a department or, agency of the United States Government for such purposes, or absent such a recommendation, in such manner as may be reasonably determined by agreement of Landlord and the County.

(d) Payment of Rent: County will pay said rent at times specified without



demand, setoff or deduction to the offices of David Aaronson, Aaronson & Aaronson, Managing Agent, 5272 River Road, Suite 430, Bethesda, Maryland 20816 or at such other addresses as may in the future be designated by the Landlord.”

4. COMMON AREA MAINTENANCE (CAM) CHARGE: Paragraph 38 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

“County shall pay as additional rent, on a monthly basis, the sum of One Dollar and Twenty-One Cents (\$1.21) per square foot of the Premises for the first lease year of the Second Extended Term. This agreed upon sum will be in lieu of the Landlord having to supply to the County any documentation of the maintenance costs for the common area of the Wheaton Shopping Center. The CAM charge shall escalate at rate of Three Percent (3%) per annum effective after the first year of the Second Extended Term and each one (1) year anniversary thereafter during the Second Extended Term. The square footage for the Premises is 3650 square feet.”

6. NOTICES. Paragraph 44 of the Lease is hereby amended by deleting the County’s Address in its entirety and adding the following in lieu thereof:

“COUNTY: Montgomery County, Maryland
 Department of General Services
 Office of Real Estate
 101 Monroe Street, 9th Floor
 Rockville, Maryland 20850
 Attn: Director of Real Estate

With a copy, that does not constitute notice to:

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

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

SIGNATURE PAGE FOLLOWS

A handwritten signature in black ink, appearing to be 'DA' or similar initials, located in the bottom right corner of the page.

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

WITNESS:

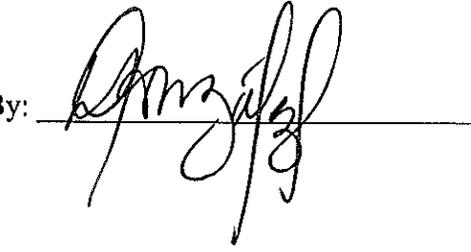
By: 

LANDLORD:
WHEATON SHOPPING CENTER
JOINT VENTURE

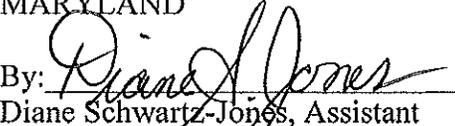
By: 
David Aaronson, General Partner

Date: _____

WITNESS:

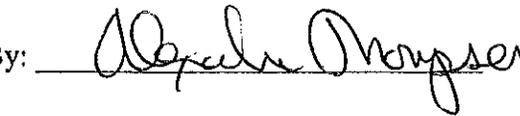
By: 

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: 
Diane Schwartz-Jones, Assistant
Chief Administrative Officer

Date: 8/19/10

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

RECOMMENDED:

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

Date: 8/10/10

Date: 8/6/10