SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") is made and entered into as of the 9th day of March, 1998 by and between MUDDY BRANCH SQUARE LIMITED PARTNERSHIP, whose address is c/o Rappaport Management Company, 8081 Wolftrap Road, 2nd Floor, Vienna, Virginia 22182, hereinafter referred to as "Landlord", and MONTGOMERY COUNTY, MARYLAND, whose address is Department of Facilities & Services, 110 N. Washington Street, 3rd Floor, Rockville, Maryland 20850, Attn: Real Estate Management, hereinafter referred to as "Tenant".

R E C I T A L S:

R-1. Landlord and Tenant entered into a Shopping Center lease dated June 26, 1987, as amended by that certain Supplement 1 to Lease dated June 26, 1987, pursuant to which lease, Tenant leased from Landlord approximately three thousand six hundred (3,600) square feet of retail space known as store numbers 7 and 8 (the "Original Premises") located in the Muddy Branch Square Shopping Center, Gaithersburg, Maryland (the "Shopping Center"); and

R-2. Landlord and Tenant subsequently entered into that certain Lease Amendment and Extension of Lease (the "First Amendment") dated as of October 2, 1997, and that certain Lease Modification Agreement dated October 2, 1997 (the "Modification Agreement"). The lease, together with all exhibits, addenda, amendments, agreements, modifications and attachments thereto shall hereinafter collectively be referred to as the "Lease"; and

R-3. By its execution of the Modification Agreement, Tenant exercised its one-time Right of First Offer (as defined in the First Amendment) to lease certain "New Premises" (as defined in the First Amendment and Modification Agreement) containing six thousand four hundred (6,400) square feet of retail space in the Shopping Center; and

R-4. Landlord and Tenant now desire to amend the Lease by (i) modifying the square footage of the New Premises and (ii) adjusting the Minimum Rent and additional rent charges, as well as any other computations based on the square footage of the Leased Premises (as such term is defined in the Lease) to reflect the square footage of the New Premises; (iii) setting forth certain other covenants and conditions which shall apply to Tenant's Lease of the New Premises.

NOW THEREFORE, in consideration of the foregoing and the sum of Ten ($10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals. Each of the foregoing recitals and representations form a material part of this Amendment and are incorporated herein by this reference.

2. New Premises. The New Premises, as defined in the First Amendment and Modification Agreement, is hereby modified to mean and refer to those certain premises known as space numbers 36-39 of the Shopping Center, which shall be deemed to contain five thousand one hundred twenty (5,120) square feet of retail space rather than the six thousand four hundred (6,400) square foot premises described in the First Amendment and Modification Agreement. Any and all references in the Lease to the "Leased Premises" shall hereafter mean and refer to the five thousand one hundred twenty (5,120) square foot space described herein. The

location of such premises is designated by cross-hatching on the drawing attached hereto as Exhibit A which is hereby made a part of this Amendment. Each of the Exhibit's which were designated as Exhibit A and which were attached to the First Amendment and Modification Agreement are hereby deleted and the Exhibit A attached hereto is inserted in their place.

3. Minimum Rent. Effective as of the New Rent Commencement Date (as such term is defined in the Modification Agreement), Paragraph 2 of the First Amendment and subparagraph 7(f) of the Modification Agreement shall no longer apply and the following shall apply in lieu thereof:

Minimum Rent. During the Extended Term, Minimum Rent shall be as follows:

Period	Annually	Monthly
New Rent Commencement Date through 9/1/1998	$99,840.00	$8,320.00
9/2/1998 through 9/1/1999	102,835.20	8,569.60
9/2/1999 through 9/1/2000	105,920.16	8,826.68
9/2/2000 through 9/1/2001	109,097.88	9,091.49
9/2/2001 through 9/1/2002	112,370.76	9,364.23

4. Permits. Notwithstanding anything to the contrary in the Lease, within thirty (30) days after receipt of notice from Landlord that Landlord has commenced construction of the building of which the New Premises are a part (the "Construction Notice"), Tenant shall apply for and thereafter diligently pursue the issuance of all necessary licenses, permits and approvals as shall be required to enable Tenant to renovate the New Premises, and to conduct its business therein in the manner provided for in the Lease.

5. Modification Agreement Fixturing Period. Landlord and Tenant acknowledge and agree that the Fixturing Period, as such term is defined in the Modification Agreement, is hereby modified and that such term shall hereafter be defined as that period of time that commences with the Notice of Possession (as defined in the Modification Agreement) and continues for sixty (60) days thereafter.

6. No Further Right of First Offer. Landlord and Tenant acknowledge and agree that notwithstanding anything in the Lease to the contrary, Tenant has no further right of first offer on any space in the Shopping Center.

7. Defined Terms. Terms that are defined in the Lease shall have the same meanings when such terms are used in this Amendment.

8. Confirmation of Terms. All of the terms, covenants and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by the parties hereto. In the event of a conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first above written.

WITNESS:

Margaret Pilley

ATTEST:

By:_____
Typed Name:_____
Title:_____

APPROVED AS TO FORM AND LEGALITY.
OFFICE OF COUNTY ATTORNEY
BY_____
DATE_____

APPROVED AS TO FORM AND LEGALITY.
OFFICE OF COUNTY ATTORNEY
BY Ramona Bell-Pearson
DATE February 17, 1998

LANDLORD:
MUDDY BRANCH SQUARE LIMITED PARTNERSHIP

By: Samuel Lehrman
Typed Name: Samuel Lehrman
Title: President
Lehrco Corporation, General Partner

TENANT:
MONTGOMERY COUNTY, MARYLAND

By:
Typed Name: Gordon Aoyagi, Sr. Asst.
Title: Chief Administrative Officer

RECOMMENDED BY:
By:
Typed Name: Rey Junguera
Title: Leasing Manager

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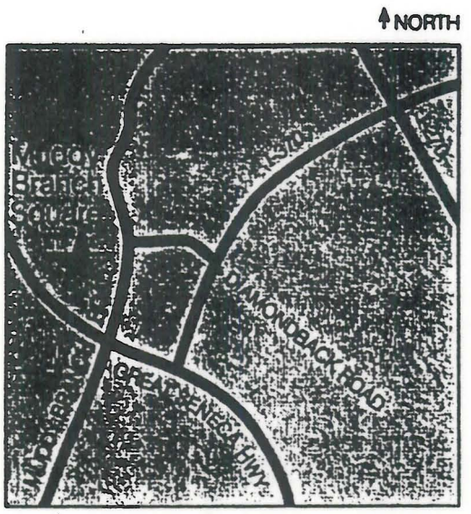
Muddy Branch Square *Gaithersburg, Maryland*



Retail Space Available

23	1,500 square feet
30	1,300 square feet
31	975 square feet
32	975 square feet
33	975 square feet
34	975 square feet
35	1,300 square feet
36	1,280 square feet
37	1,280 square feet
38	1,280 square feet
39	1,280 square feet
40	1,280 square feet

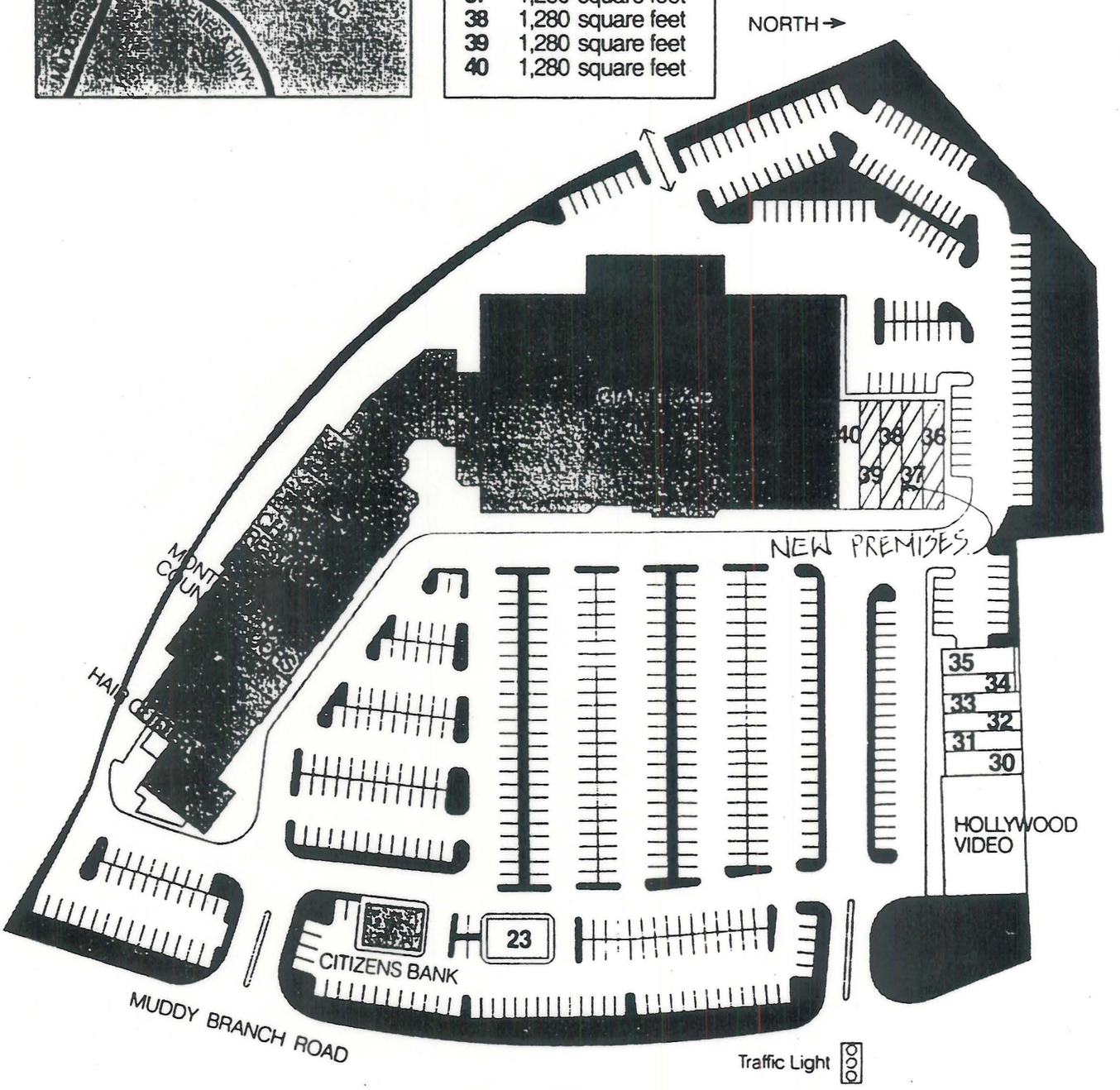


EXHIBIT A