

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement made and executed this 15th day of July, 2010, by and between Montgomery County, Maryland, a body corporate and politic (the "Landlord") and Montgomery County Revenue Authority (the "Tenant").

WHEREAS, the Landlord entered into a Lease Agreement with the Tenant dated February 2, 1999 as amended by the First Amendment to Lease dated July 22, 2005, (collectively the "Lease") for approximately 1,480 square feet of space on the fourth floor of the Executive Office Building, having an address of 101 Monroe Street, Rockville (the "Premises"); and

WHEREAS, the Additional Term expires on June 30, 2010; and

WHEREAS, the Landlord and the Tenant desire to amend the Lease by adding a second additional term of five (5) years to the Lease; and

WHEREAS, the Landlord and the Tenant 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. 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 by adding a second additional term of five (5) years, commencing on July 1, 2010 and expiring, unless sooner terminated pursuant to the terms of the Lease, on June 30, 2015 (the "Second Additional 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 Additional Term."

3. Consideration. Section 4 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"The Tenant shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule during the Additional Term:

<u>Lease Year</u>	<u>Annual</u>	<u>Monthly</u>
July 1, 2010-June 30, 2011	\$33,489.15	\$2790.76
July 1, 2011-June 30, 2012	\$34,326.37	\$2,860.53
July 1, 2012-June 30, 2013	\$35,184.52	\$2,932.04
July 1, 2013-June 30, 2014	\$36,064.13	\$3,005.34
July 1, 2014-June 30, 2015	\$36,965.73	\$3,080.47

All payments are to be made in advance on the first day of each month during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. 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. Mailing Notices. Section 31 of the Lease is hereby amended by deleting the Landlord’s address and adding the following in lieu thereof:

“LANDLORD:

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 Not To Constitute Notice To:

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

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 have caused this agreement to be properly executed.

WITNESS:

By: Julie White

LANDLORD:
MONTGOMERY COUNTY,
MARYLAND

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

Date: 07/01/10

WITNESS:

By: _____

TENANT:
MONTGOMERY COUNTY REVENUE
AUTHORITY

By: [Signature]
Title: Executive Director

Date: 6/24/10

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

RECOMMENDED

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

Date: 6/24/10

Date: _____