FOURTH AMENDMENT TO
POTOMAC PLACE SHOPPING CENTER
RETAIL LEASE

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "Fourth Amendment") is made as of this 30th day of April, 2008, by and between POTOMAC PLACE LIMITED PARTNERSHIP, a Maryland Limited Partnership ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body politic and corporate ("Tenant"):

W I T N E SS E T H:

WHEREAS, Landlord and Tenant entered into that certain Potomac Place Shopping Center Retail Lease Agreement dated November 17, 1989 (the "Original Lease"), that certain First Amendment to Retail Lease Agreement dated October 2, 1990 (the "First Amendment"), that certain Second Amendment to Retail Lease dated October 7, 1997 (the "Second Amendment") and that certain Third Amendment to Retail Lease dated September 12, 2007 (the "Third Amendment"); and

WHEREAS, pursuant to the terms of the Original Lease, the First Amendment, the Second Amendment and the Third Amendment, Tenant currently leases from Landlord approximately 2,786 rentable square feet of retail space at 10132 River Road (the "Premises") located in the Potomac Place Shopping Center (the "Shopping Center") situated in the Village of Potomac, Montgomery County, Maryland

WHEREAS, Landlord and Tenant now desire to amend certain terms of the Original Lease, the First Amendment, the Second Amendment and the Third Amendment in this Fourth Amendment (the Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment are hereinafter collectively referred to as the "Lease") to reflect an expansion of the premises and as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Original Lease as follows:

1. Effective on August 1st, 2008, or that date that Landlord delivers possession of the premises, whichever is last to occur (the "Effective Date"), Sections 1, PREMISES, shall be amended to add the following:

   "The Premises shall consist of Store 131 containing 1,118 square feet (the 'Expansion Premises') as indicated on the attached Exhibit A"

2. Effective on the Effective Date, Section 2, TERM, shall be amended to add the following:

   "The Term for the Expansion Premises shall commence on the Effective Date through October 31, 2017 (the 'Expansion Premises Term')."

3. Effective on the Effective Date, Section 2(c), RIGHT OF FIRST OFFER, shall be deleted in its entirety.

4. Effective on the Effective Date, Section 3, RENT, shall be amended to add the following:

   "The Base Rent for the Expansion Premises shall be:

Term	Minimum Annual Rent	Basic Monthly Rent
8/1/07-10/31/08	$23,757.50	$7,919.17

11/1/08-10/31/09	$97,880.90	$8,156.74
11/1/09-10/31/10	$100,817.33	$8,401.44
11/1/10-10/31/11	$103,841.85	$8,653.49
11/1/11-10/31/12	$106,957.10	$8,913.09
11/1/12-10/31/13	$110,165.81	$9,180.48
11/1/13-10/31/14	$113,470.79	$9,455.90
11/1/14-10/31/15	$116,874.91	$9,739.58
11/1/15-10/31/16	$120,381.16	$10,031.76
11/1/16-10/31/17	$123,992.60	$10,332.72"

Notwithstanding anything above, Landlord hereby agrees to abate 100% of the first month's base rent in Lease Year One equal to $7,919.17.

5. Effective on the Effective Date, Section 15, REAL ESTATE TAXES, and Section 16, COMMON AREA MAINTENANCE, shall be amended to add:

"The proportionate share for the Expansion Premises shall be 1.53%."

6. Effective on the Effective Date, Exhibit B, Tenant's Work, shall be amended to add the following:

"Tenant shall accept the Premises in its 'as is' condition."

7. Effective on the Effective Date, Section 45, TEMPORARY SIGNAGE, shall be added to the Lease:

"Tenant acknowledges that the former Occupant of Store 131 shall display temporary signage in the storefront window informing patrons of its new location in the Center. All temporary signage must be approved by Landlord which shall not be unreasonably withheld, conditioned or delayed."

8. Landlord and Tenant represent and warrant that there are no claims for broker's commissions or finder's fees associated with this Fourth Amendment.

9. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Original Lease, the First Amendment, the Second Amendment and the Third Amendment the provisions of this Fourth Amendment shall control.

10. Except as modified herein, all other terms and conditions of the Lease shall remain in full force and effect, unchanged and unmodified.

11. This Fourth Amendment shall become effective only when executed by both parties and Landlord has delivered a fully executed original to Tenant.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment intending to be legally bound.

LANDLORD:

POTOMAC PLACE LIMITED PARTNERSHIP,
a Maryland Limited Partnership
By: POTOMAC PLACE II LIMITED PARTNERSHIP,
a Maryland Limited Partnership, its general partner
By: POTOMAC SHOPPING CENTER, INC., a Maryland Corporation, its general partner

By: _____
Shelton Zuckerman
President

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: _____
Diane Schwartz Jones, Assistant
Chief Administrative Officer

Asst.

Date: 6/13/08

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

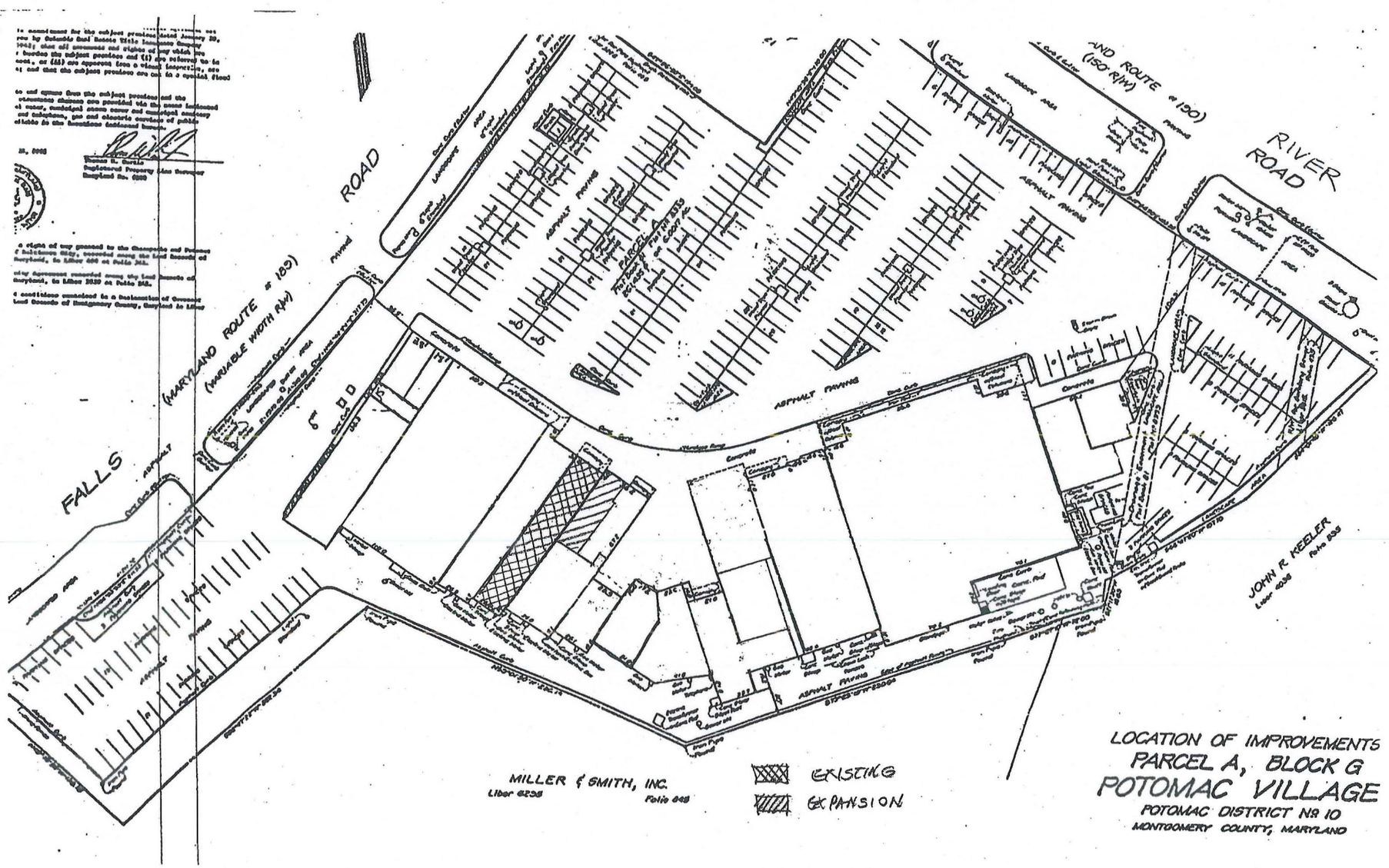
By: _____

Date: 5/30/08

RECOMMENDED:

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

Date: 5/27/08



LOCATION OF IMPROVEMENTS
PARCEL A, BLOCK G
POTOMAC VILLAGE
POTOMAC DISTRICT No 10
MONTGOMERY COUNTY, MARYLAND

EXH 18 IT A