THE STUBBS SHOPPING CENTER, INC.
ASSIGNEE OF THE ESTATE OF WILBUR D. STUBBS
AND
MONTGOMERY COUNTY, MARYLAND
FOURTH AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT made and executed this 29th of October, 2007 by and between the STUBBS SHOPPING CENTER, INC., c/o Brown and Sturm, 260 East Jefferson Street, Rockville, Maryland 20850 ("Landlord") and MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate politic and a political subdivision of the State of Maryland ("County"). (The Landlord and the County together the "Parties").

WITNESSETH

Whereas, Landlord and the County were Parties to a Lease Agreement dated February 10, 1987 and an Addendum to Lease dated March 10, 1987, and a First Amendment to Lease Agreement and Election to Renew dated May 18, 1992 and a Second Amendment to Lease Agreement and Election to Renew dated May 1, 1997, and a Third Amendment to Lease Agreement and Election to Extend dated June 16, 2003 (collectively the "Lease"), which are attached hereto and made part hereof as Exhibit "A", and under which Lease the County occupies the premises described as 4,850 square feet of space ("Premises") within the Tubs Shopping Center, located at 3733 University Boulevard West, Kensington, Maryland ("Shopping Center"); and

WHEREAS, Wilbur D. Stubbs Estate was transferred to Stubbs Shopping Center on August 14, 1998, and recorded in public records as Deed Referenced Liber 16151 Folio 410; and

WHEREAS, the terms of the Lease expires on January 14, 2007 and

WHEREAS, pursuant to the Lease, the County wishes to extend the Lease for an additional consecutive five (5) year period, the extension period to begin on January 15, 2007 and the expiration of the term of the Lease shall be January 14, 2012 ("Extended Term"); and

WHEREAS, the lease terms shall apply to the Lease Extension, except as modified herein; and

WHEREAS, the County hereby elects to extend the Lease for the Extended Term, subject to certain terms and conditions agreed upon by the Landlord and County as follows:

I. RENT

(A) During the lease year of the Extended Term, commencing on January 15, 2007, Tenant shall pay Base Rent to the Landlord in the annual amount of One Hundred Sixteen Thousand Eight Hundred and Fourteen Dollars ($116,814.00), payable in equal monthly installments in the amount of Nine Thousand Seven Hundred thirty Four Dollars and Fifty Seven Cents ($9,734.57).

(B) During the second lease year of the Extended Term, and each lease year thereafter, the rent shall increased 3% annually.

II. COMMON AREA MAINTENANCE

The County's monthly contribution for Common Area Maintenance as set forth in section 8 (B) of paragraph 8 entitled, "Common Areas" shall be $1,133.65.

III. REAL ESTATE TAXES

The County's monthly installment for its proportionate share of real estate taxes as set forth in section 9(B) of Paragraph 9 entitled, "Real Estate Taxes" shall be $872.50 and shall be adjusted periodically to reflect any change in the assessment of real estate taxes on the land and the buildings that comprise the Shopping Center.

IV. TERMINATION

Anything above to the contrary notwithstanding, the County shall have the right to terminate this lease at any time during Extended Term or any renewal or extension thereof, if applicable, by providing to landlord 180 days written notice of its intention to terminate the lease, and the lease shall terminate upon the 180th day after the receipt by landlord of such notice. In the event of such termination, rental payments and other payments as herein specified shall be adjusted to the date of termination. This does not modify or limit the County's right to terminate for non-appropriation under Paragraph 36 of the Lease.

V. MAILING NOTICES

The Mailing Notice Addresses set forth in Paragraph 37 of the lease shall be deleted in their entirety and the following addresses shall be added in lieu thereof:

THE LANDLORD:

Stubs Shopping Center, Inc.
c/o Brown and Sturm
260 East Jefferson Street
Rockville, Maryland 20850

THE COUNTY:

Montgomery County, Maryland
Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

With a copy that does not constitute notice to:

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

VI. INCORPORATION OF PRIOR TERMS

Landlord and the County agree that all terms, conditions and covenants in the Lease dated February 10, 1987 the Addendum to Lease dated March 10, 1987, the First Amendment to Lease Agreement and Election to Renew dated May 18, 1992, the Second Amendment to Lease Agreement and Election to Renew dated May 1, 1997, and the Third Amendment to Lease Agreement and Election to Extend dated June 16, 2003 shall remain in full force and effect without any changes or modification except as otherwise set forth in this Agreement.

SIGNATURES TO FOLLOW

IN WITNESSES WHEREOF, the Parties hereto have caused this Agreement to be Properly executed.

WITNESS:

By: Evelyn E. Wellman

Date: May 4th, 2007

LANDLORD:
STUBBS SHOPPING CENTER, INC.

By: Mary E. Ommundsen

Date: May 4th 2007

WITNESS:

By: Debbie Richards

Date: 10/24/07

COUNTY:
MONTGOMERY COUNTY, MARYLAND

By: Diane L. A. Jones
~~Joe Beach~~, Assistant Chief
Administrative Officer

Date: 10/24/07

APPROVED:
AS TO FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY

By: Eileen T. Basanes

Date: 6/13/2007

RECOMMENDED:

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

Date: 5/22/07