

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement made and executed this 25th day of July, 2006, by and between Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "Lessor") and The Writer's Center, a District of Columbia non profit corporation (the "Lessee").

WHEREAS, the Lessor entered into a Lease Agreement with the Lessee dated July 1, 1992, as amended by the First Amendment to Lease dated July 6, 1998 (collectively the "Lease") for the premises having an address of 4508 Walsh Street, Bethesda, Maryland (the "Premises"); and

WHEREAS, the Lessee has requested an abatement of annual rent to insure the Lessee remains on a stable financial footing to continue operating the Premises; and

WHEREAS, Lessor has agreed to a three (3) year abatement of annual rent; and

WHEREAS, the Lessor and the Lessee mutually desire to amend the terms and conditions of the Lease to reflect the abatement of annual rent.

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. Rent. Section 5 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph (E).

"(E) Effective August 1, 2006, Lessee shall be entitled to a three (3) year abatement of annual rent, from August 1, 2006 through July 1, 2009, as set forth in paragraph (A) of this Section 5 the Lease ("Rent Abatement Period"). Notwithstanding anything contained herein to the contrary, during the Rent Abatement Period, paragraph (D) of this Section 5 of the Lease and Section 6 of this Lease shall continue in full force and effect. During the Rent Abatement Period, Lessee agrees to provide Lessor no later than August 15, 2007 and 2008, respectively, a progress report on meeting their financial goals to remain on stable financial footing to continue operating the Premises. Effective August 1, 2009, the Lessee shall commence to pay annual rent as set forth in paragraph (A) of Section 5 of this Lease."

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

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: Rebecca S. Domaruk

LESSOR:

MONTGOMERY COUNTY,
MARYLAND

By: Joseph F. Beach
Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 7/25/04

WITNESS:

By: Sumit K. Freeman

LESSEE:

THE WRITER'S CENTER

By: Gregory F. Robison

Title: Gregory F. Robison, Executive Director

Date: 12 July 2006

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Gileen S. Brennan

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

Date: 7/7/2006

Date: 7/6/06