

FIRST AMENDMENT TO INTERIM MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO INTERIM MANAGEMENT AGREEMENT (“First Amendment”) is made this 22 day of April, 2013 (“Effective Date”) by and between the Mayor and Council of Rockville, a Maryland municipal corporation (the “City”), and Street Retail, Inc., a Maryland corporation (the “Manager”).

RECITALS:

- A. The parties entered into a Interim Management Agreement, for which the initial term commenced on July 1, 2011. Such agreement shall terminate on the occurrence of the first to occur of the following: (i) the date that both the Maintenance Covenants for each Condominium and the Long-Term Management Agreement are effective, or (ii) June 30, 2013.

- B. The parties would like to extend the term of the Interim Management Agreement, as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby mutually agree as follows:

Article 1. The recitals set forth herein are hereby incorporated in and made a part of this First Amendment.

Article 2. The Interim Management Agreement shall be amended so that it shall terminate on the occurrence of the first to occur of the following: (i) the date that both the Maintenance Covenants for each Condominium and the Long-Term Management Agreement are effective; or (ii) June 30, 2014.

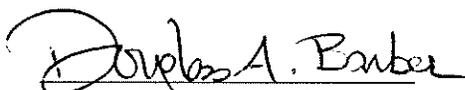
Article 3. Except as provided in this First Amendment, all terms of the Interim Management Agreement shall remain unchanged, and shall continue to be in full force and effect.

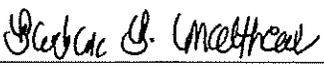
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

ATTEST:

CITY:

THE MAYOR AND COUNCIL OF
ROCKVILLE, a Maryland municipal
corporation

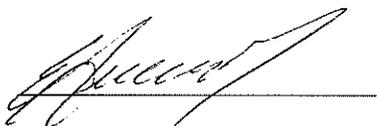

By: Douglas Barber
City Clerk


By: Barbara B. Matthews
City Manager

WITNESS:

MANAGER:

STREET RETAIL, INC., a
Maryland corporation




By: Robin McBride
VP – Mid-Atlantic Region