

SECOND AMENDMENT TO INTERIM MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO INTERIM MANAGEMENT AGREEMENT ("Second Amendment") is made this 11 day of April, 2014 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 an Interim Management Agreement, for which the initial term commenced on July 1, 2011. Such agreement provided 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, 2013.

- B. Before the termination of the Interim Management Agreement, the parties entered into a First Amendment to Interim Management Agreement on April 22, 2013 ("First Amendment"). Such First Amendment amended the Interim Management Agreement so that it would 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.

- C. The parties would like to further 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 Second 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, 2015.

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

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

ATTEST:

CITY:

THE MAYOR AND COUNCIL OF
ROCKVILLE, a Maryland municipal
corporation

By: Douglass Barber
City Clerk

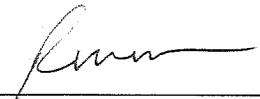
By: Barbara B. Matthews
City Manager

WITNESS:

MANAGER:

STREET RETAIL, INC., a
Maryland corporation





By: Robin McBride
VP – Mid-Atlantic Region