

**SECOND AMENDMENT TO 2009 ENERGY PERFORMANCE CONTRACT
MASTER LEASE-PURCHASE AGREEMENT**

This **SECOND AMENDMENT TO 2009 ENERGY PERFORMANCE MASTER LEASE-PURCHASE AGREEMENT** (this “Second Amendment”), dated as of _____, 2012, is made and entered into by and between Grant Capital Management, Inc. (“Lessor”) and Howard County, Maryland (“Lessee”).

WHEREAS, Lessor and Lessee have entered into that certain 2009 Energy Performance Contract Master Lease-Purchase Agreement dated as of April 1, 2009, as amended by the First Amendment to 2009 Energy Performance Contract Master Lease-Purchase Agreement dated as of August 19, 2009 (collectively, the “Master Lease”); and

WHEREAS, Lessor and Lessee have previously entered into Equipment Schedule No. 01, dated as of April 13, 2009 (“Schedule No. 01”) and Equipment Schedule No. 02, dated as of August 19, 2009 (“Schedule No. 02”), under the Master Lease (each of Schedule No. 01 and Schedule No. 02, together with the Master Lease, collectively, the “Leases”) in order to lease and acquire certain energy performance equipment (the “EPC Equipment”); and

WHEREAS, Lessor has previously assigned to Capital One Public Funding, LLC (“Assignee”) all of its right, title and interest in, to and under the Leases; and

WHEREAS, Lessee wishes to refinance the EPC Equipment financed under the Leases; and;

WHEREAS, Lessee will use the proceeds from a new Equipment Schedule No. 03 (that together with the Master Lease is the “Refunding Lease”) to be entered into with Lessor, to exercise its purchase option under the Leases and pay Assignee the Concluding Payments under the Leases (the “Refunding Transaction”); and

WHEREAS, consummation of the Refunding Transaction will result in substantial interest rate saving to Lessee in leasing and acquiring the EPC Equipment; and

WHEREAS, the parties hereto desire to amend the Master Lease in order to allow for the Refunding Transaction.

NOW THEREFORE, for and in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

1. The Master Lease is hereby amended by deleting “September 30, 2010” from the first sentence of Section 2(b) and inserting in lieu thereof “October 15, 2012”.
2. The Master Lease, as amended by this Second Amendment, remains in full force and effect.

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

GRANT CAPITAL MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____
Ken Ulman
County Executive

APPROVED for Form and Legal Sufficiency this
_____ day of _____, 2012:

APPROVED for Sufficiency of Funds this
_____ day of _____, 2012:

Margaret Ann Nolan
County Solicitor

Stanley J. Milesky
Director of Finance