FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made as of the 2nd day of March, 2005, by and between Courthouse Square Development, L.L.C., ("Landlord"), c/o Investment Properties, Inc., ("Agent"), and MONTGOMERY COUNTY, MARYLAND, ("Tenant") hereinafter referred to as "the County".

W I T N E S S E T H:

WHEREAS, by that certain Lease Agreement dated August 23, 2001 (the "Lease"), Landlord leased to the County and the County leased from Landlord, approximately 5,156 square feet of rentable area known as Suite 250 (the "Original Premises"), on the second (2nd) floor of the building located at 11 N. Washington Street, Rockville, Maryland (the "Building");

WHEREAS, the Term of the Lease is scheduled to expired on December 31, 2008;

WHEREAS, County desires to lease from Landlord and Landlord wishes to lease to the County additional space located in the Building and the County desires to surrender the Original Premises and Landlord is willing to accept the surrender of said space, and to revise and modify the Lease accordingly, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and County do hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the same meanings as those ascribed to them in the Lease.

2. Leased Premises. Landlord hereby leases to the County and the County hereby leases from Landlord approximately 6,166 rentable square feet on the fourth (4th) floor of the Building (the "New Premises"), as shown on Exhibit A attached hereto and incorporated by reference herein as a part of the Lease, on the same terms and provisions set forth in the Lease except as modified by this First Amendment. The exact number of rentable square feet of the New Premises shall be subject to final measurement and calculation by Landlord and Landlord's architect. Appropriate adjustments shall be made by Landlord to applicable provisions of the Lease and this First Amendment, including but not limited to Rent (including the annual per square foot increases in Rent) and County's pro rata share of increases in Real Estate Taxes. The adjustment shall be deemed to be automatically in effect upon Landlord's written notice to the County.

3. Commencement Date. The commencement date of the lease term with respect to the New Premises (the "New Premises Lease Commencement Date") shall be April 1, 2005, or upon substantial completion of tenant improvements.

4. Term. The lease term with respect to the New Premises (the "New Premises Lease Term"), shall commence on the New Premise Lease Commencement Date and shall expire on that date which is seven (7) years after the last day of the month during which the New Premises Lease Commencement Date occurs. The County shall have no further contractual right under the Lease to renew the Lease Term.

5. Rent. The rent schedule, based on $28.50 per rentable square foot for the New Premises shall be as follows:

Lease Month	Annual	Monthly
1-12	$175,731.00	$14,644.25
13-24	$182,760.24	$15,230.02
25-36	$190,097.78	$15,841.48
37-48	$197,681.96	$16,473.50
49-60	$205,574.44	$17,131.20
61-72	$213,836.88	$17,819.74
73-84	$222,345.96	$18,528.83

6. Real Estate Taxes. In addition to New Premises Rent, during the New Premises Lease Term, the County shall continue to pay to Landlord, the County's proportionate share of real estate taxes, as set forth in Section 6.C of the Lease, however the County's proportionate share shall now be 6.26% based on the New Premises square footage.

7. Tenant Improvements. Landlord shall proceed to construct, at the County's expense, improvements to the Building and the New Premises in substantial compliance with Exhibit B attached hereto and tender the New Premises to County in the condition defined in the next sentence of this Section 7 as "Ready for Occupancy". The New Premises shall be deemed to be "Ready for Occupancy" when Landlord notifies County that Landlord has substantially completed the improvements as described in Exhibit B. Upon execution of this First Amendment, County shall pay to Landlord, in the form of cash or certified check, one-half (1/2) of the estimated costs of improvements, which currently are twenty eight and 00/100 dollars ($28.00) per square foot, or $86,324.00. The balance of the improvement costs shall be due on the New Premises Lease Commencement Date. Landlord shall manage the design and construction of the improvements and shall make available to the County all information relating to the bid process.

8. Termination. The County shall have right to terminate effective with thirty (30) days written notice to Landlord, (the "Surrender Space Termination Date"), only as to the Original Premises (comprising of Suite 250) as shown on Exhibit C attached hereto and incorporated by reference herein (the "Surrender Space"). Notwithstanding the foregoing, County shall not be required to pay to Landlord any Rent or Real Estate Taxes pursuant to Section 3 and Section 6 of the Lease for the Surrender Space beginning on the Surrender Space Termination Date, but County shall remain liable for all Rent and Real Estate Taxes for all periods prior to the Surrender Space Termination Date. Notwithstanding the foregoing, the Surrender Space Termination Date can not be prior to the New Premises Lease Commencement Date. As of the Surrender Space Termination Date, County shall vacate and surrender possession of the Surrender Space to Landlord and shall relinquish all of the rights granted to it under the Lease with respect to the Surrender Space, on its behalf and on behalf of any parties claiming through it on or before the Surrender Space Termination Date.

Notwithstanding anything to the contrary contained herein, if the County does not vacate the Surrender Space on or before the Surrender Space Termination Date, the County shall remain fully obligated for all Rent and Real Estate Taxes through the date on which the County actually vacates the Surrender Space.

The County shall leave the Surrender Space in "broom clean" condition, only ordinary wear and tear excepted, on or before the Surrender Space Termination Date.

9. Use. The County covenants and agrees that the New Premises shall be used and occupied by the Montgomery County Health and Human Services ("Agency") as general/administrative offices which will not be open to the general public or patients/clients of the Agency, and for no other purposes without Landlord's prior written consent and in Landlord's sole discretion.

10. Notices. All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail or with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or Landlord, respectively. Notices to the Parties must be addressed as follows:

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

Landlord:
Courthouse Square Development, L.L.C., c/o Investment Properties
11 N. Washington Street, Suite 200
Rockville, Maryland 20850
301-424-4727
301-279-7944
jwhalen@investmentproperties.net

11. Non- Appropriation:

(a) Obligations Subject to Appropriation. Landlord and Tenant acknowledge and agree that, so long as Montgomery County, Maryland (the "County") is the Tenant hereunder, this lease is subject to annual appropriation of funds. Tenant agrees to annually propose and diligently pursue authorization of sufficient appropriations, and all approvals, authorizations or consents required to fund and perform this Lease for the County's succeeding fiscal year; provided, however, that Landlord acknowledges that this sentence shall not be binding upon the county council for Montgomery County.

(b) Effect of Failure to Appropriate. If the county fails to appropriate, on or before the County's other obligations under the Lease for the County's next fiscal year (i.e., the period commencing on the next July 1st and ending the following June 30th), Tenant will promptly notify Landlord of such fact, and this Lease will automatically terminate at 11:59 p.m. on June 30th of the then current fiscal year. Tenant shall give Landlord a minimum of thirty (30) days notice of the lack of appropriation. If this Lease is terminated pursuant to this section 4.2(D), Tenant shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

12. Landlord and County represent and warrant to each other that the person signing this First Amendment on its behalf has the requisite authority and power to execute this First Amendment and to thereby bind the party on whose behalf it is being signed.

13. Landlord and County represent and warrant to each other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this First Amendment. Landlord and County shall indemnify and hold each other harmless from any loss, claim or damage relating to the breach of the foregoing representation and warranty. Landlord recognizes only Scheer Partners as broker of Landlord with respect to this First Amendment and agrees to be responsible for the payment of a commission to said broker, pursuant to a separate agreement with said broker.

14. Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect.

Signature Page to Follow

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease Agreement as of the day and year first hereinabove written.

LANDLORD

WITNESS:

Courthouse Square Development, LLC

By: Investment Properties, Inc.
Agent

By:_____

By:_____

Name: JAMES WHALEN

Its: President

COUNTY:

WITNESS:

Montgomery County, Maryland

By: Rebecca S Domaruk

By: Joseph F Beach

Name: Joseph F. Beach

Its: Asst. Chief Admin. Officer

APPROVED AS TO
FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY
BY Eileen S. Brennan
DATE 3/2/2005

Exhibit A
New Premises
(for demising purposes only)

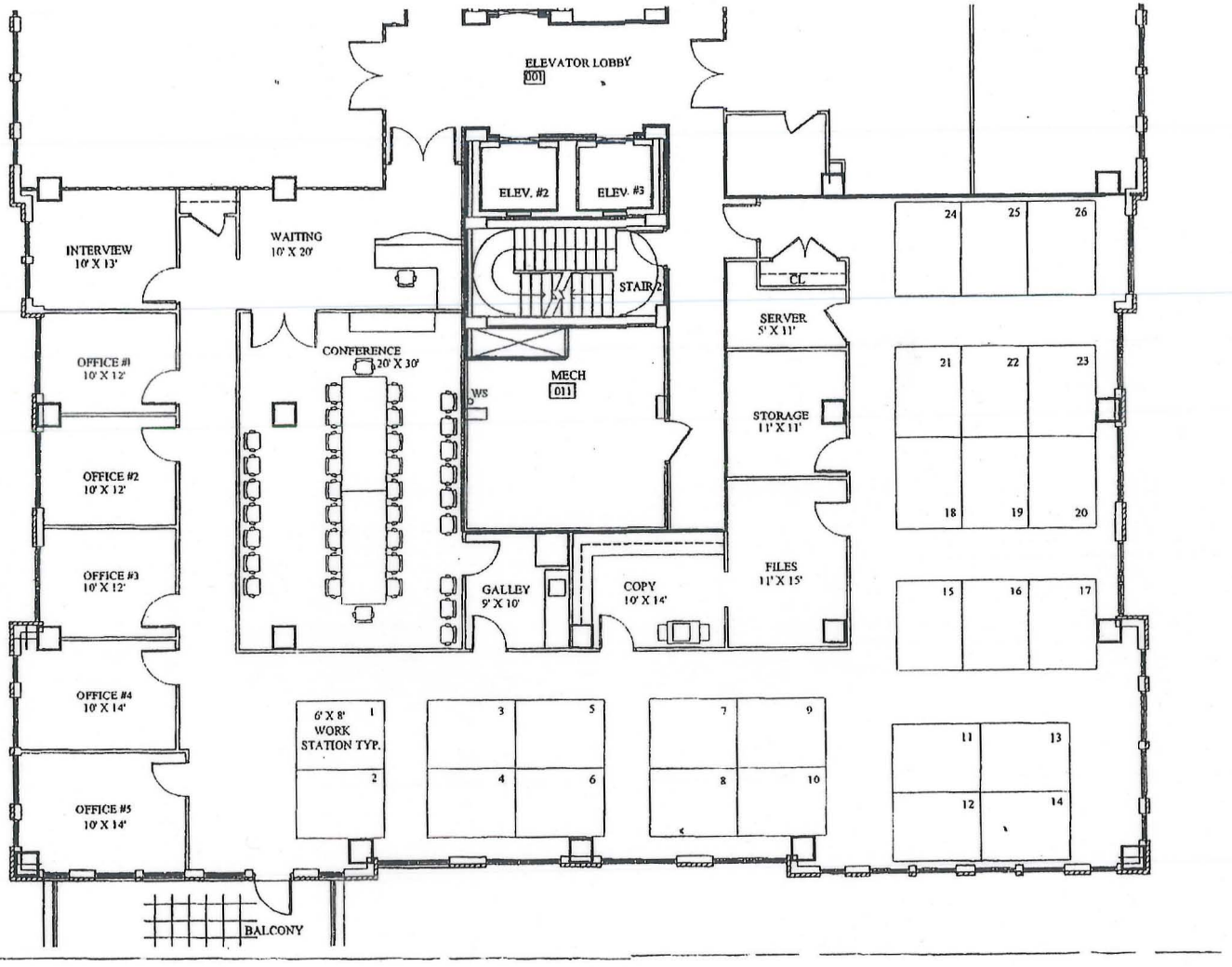

Exhibit B

BUILDING STANDARD WORK LETTER

The Tenant shall be allowed necessary quantities of the following materials:

Partitioning:

Partitions will be constructed of metal studs with 1/2" gypsum wallboard with no visible joints. Corridor partitions and partitions between adjoining Tenant's walls will be slab to slab and sound insulated. Interior partitions will be constructed to finished ceiling.

Painting:

Tenant space is to be painted with latex or eggshell flat finish color to be selected by Tenant from Building Standard colors.

Floor Covering:
Building Standard carpet with 4" vinyl base; color to be selected by Tenant from Building Standard colors. Building Standard carpet will be 30 ounce cut pile carpet, or level loop as selected by Tenant.

Suite Entry Door:

Building standard glass door, with lever handle passage set and hardware.

Interior Doors:

8' 0" x 3" 0" solid, paint grade doors with standard duty passage sets and hardware.

Door Bucks:

All door bucks to be of hollow metal.

Ceiling:

2' x 2', regular mineral-fissured acoustical tile on suspended grid.

Lighting:

Building Standard, 2' x 4' 18 cell parabolic fixtures.

Light Switches:

One light switch per private office or work area mounted in the drywall partition only.

Telephone and Electrical Outlets:

Two 120-volt duplex electrical wall mounted outlets and wall telephone outlets mounted in the partitions per office or work area.

Window Covering:

Building Standard 1" Venetian blinds of all windows so as to provide a uniform appearance from the building exterior. Changes from Building Standard blinds will not be permitted.

Suite Lettering:

Landlord shall provide Building Standard suite identification.

Exit Lights:

Exit Lights in public corridors and required exit lights in Tenant's space shall be provided by Landlord.

Sprinklers:

Landlord will provide sprinkler heads in all Tenant areas in sufficient numbers to meet all applicable governmental codes.

Plans and Specifications:

Landlord shall furnish Tenant with all necessary architectural, electrical, and mechanical drawings for the Building Standard items within Tenant's space. Special details are not included, and any architectural and engineering costs not due to Building Standard items shall be borne by Tenant.

Any additional items provided by the Landlord, not specifically identified in this schedule B, will be considered non-standard and accordingly will be maintained at Tenant's expense upon the expiration of any manufacturer's warranty period.
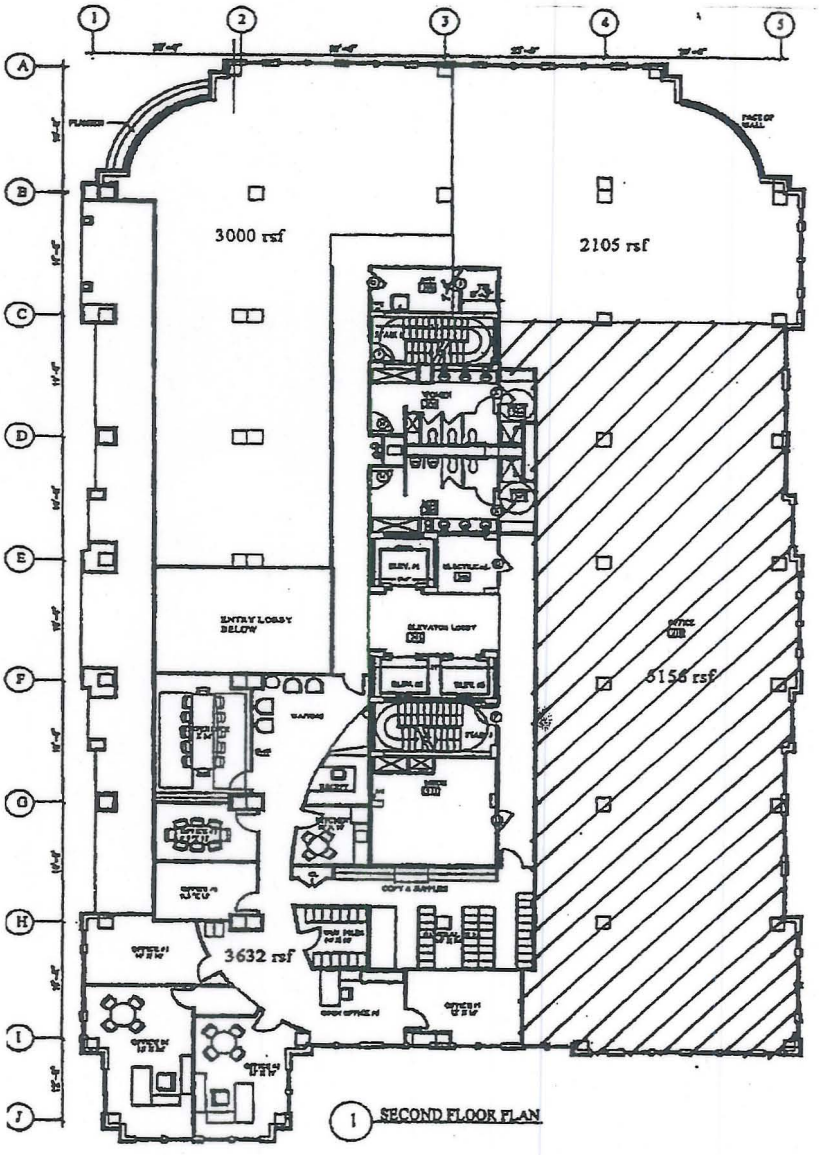
Exhibit C
Surrender Space