

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Amendment") is made this 23rd day of SEPTEMBER, 2005, by and between BROWNSTONE GAITHER ROAD, LLC, ("Landlord") and MONTGOMERY COUNTY, MARYLAND, ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease and First Amendment with respect to approximately four thousand (4,000) square feet (the "Premises") of space in the building located at 9121 Gaither Road, Gaithersburg, Maryland (the "Building"); and

WHEREAS, the term of the Lease ("Lease Term") commenced October 1, 1998 and expired January 31, 2005; and

WHEREAS, the parties wish to amend the Lease to extend the term thereof, upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

1. Recitals. The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.
2. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.
3. Extension of the Lease Term. The term of the Lease is hereby extended for three (3) years and three (3) months from the Extension Commencement Date, which shall be June 1, 2005 and expiring August 31, 2008 (the "Extended Term"). The Extended Term shall be upon all the same terms and conditions as set forth in the Lease with respect to the initial Term thereof, except as modified herein.
4. Rent. Effective June 1, 2005, the following Fixed Minimum Rent amounts will be due and payable under the Lease for the Premises:

Period	Annual Rent	Monthly Rent
6/1/05-5/31/06	\$57,000.00	\$4,750.00
6/1/06-5/31/07	\$58,710.00	\$4,892.50
6/1/07-5/31/08	\$60,471.30	\$5,039.28
6/1/08-8/31/08	\$62,285.44*	\$5,190.45

*annualized

5. Real Estate Taxes and Operating Expense Pass-throughs: Tenant shall pay its proportionate share of Real Estate Taxes, Insurance and Common Area Operating Expenses.

6. Option to Terminate. In addition to Tenant's right to terminate upon non-appropriation, pursuant to paragraph 23 of the Lease, Tenant has the option to terminate this lease at any time after September 1, 2007 by providing Landlord at least 180 (one hundred-eighty) days written notice to Terminate.

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

Tenant:

Montgomery County, Maryland
Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

With a copy, not to constitute notice, to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

8. Brokers. Tenant represents and warrants to Landlord that Tenant has not dealt with any realtor, broker, agent or finder in connection with this Amendment other than McShea & Company, Inc. ("Landlord's Agent"). Tenant shall indemnify and hold Landlord harmless from and against any loss, claim, damage, expense or liability for any compensation, commission or charges claimed by any other realtor, broker agent or finder claiming to have dealt with Tenant in connection with this Amendment.

9. Reaffirmation of Terms. All other terms, covenants and provisions of the Lease are hereby confirmed and ratified and, except as modified herein, shall remain in full force and effect.

10. Representations. Tenant hereby represents and warrants to Landlord that Tenant (i) is not in default of any of its obligations under the Lease and that such Lease is valid and binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day first written above.

WITNESS

Debbie Richard

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: Scott W. Reilly

SCOTT W. REILLY

Date: 9/30/2005

WITNESS

[Signature]

LANDLORD:
BROWNSTONE GAITHER ROAD, LLC

By: [Signature]

Title: MANAGING MEMBER

Date: 9/23/05

APPROVED AS TO FORM &
LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Lileen P. Brennan

Date: 9/20/2005

RECOMMENDED

FOR: CYNTHIA BRENNEMAN

By: [Signature]

Date: 8.24.05