FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "First Amendment"), is made this 25TH day of October, 2005, by and between **FORSGATE VENTURE II, L.L.C.**, a New Jersey limited liability company, its successors and assigns (the "Landlord") and **MONTGOMERY COUNTY, MARYLAND**, a political subdivision of the State of Maryland, (the "County") (the County and Landlord together the "Parties").

WHEREAS, the COUNTY and LANDLORD entered into a Lease dated September 21, 2005 (the "Lease"); and

WHEREAS, the Parties desire to amend the Lease for the purpose of identifying certain temporary space for use by the County as more particularly described herein.

NOW THEREFORE, in consideration of the above, and intending to be legally bound hereby, the Parties hereto agree to the following changes and modifications to the Lease:

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

2. Temporary Space. The County shall be permitted to occupy certain temporary office and warehouse space and abutting paved surface area located at Building Two, 22610 Gateway Center Drive, Clarksburg, Maryland (the "Temporary Space") for a period of time (defined below as the "Occupancy Period") while the Leased Premises are being outfitted for the County's use. The Temporary Space is described in Exhibit A-1, which is incorporated by reference and made a part of this First Amendment. The County shall be responsible for all expenses in connection with the improvement and occupancy of the Temporary Space, including moving expenses of the Landlord both out of and back into the Temporary Space, storage of the Landlord's personal property from the Temporary Space, all reasonable legal expenses of the Landlord with respect to this First Amendment, and the costs of all work, including licenses and permits, that are necessary for its occupancy of the Temporary Space. The County shall deliver to the Landlord its certificates of insurance as described in Article 6 of the Lease, prior to its occupation of the Temporary Space.

3. Effective Date. The "Effective Date" of this First Amendment shall be the date first above written. The County agrees to comply with all of the terms and conditions of the Lease, with respect to the Temporary Space as of the Effective Date, including the payment of Temporary Space Rent in the amount of $5,000.00 per month and Temporary Space Additional Rent in the amount of $881.00 per month. The Temporary Space Rent and Temporary Space Additional Rent shall be paid by County to the Landlord, until such time as the Landlord determines, in its sole and absolute discretion, that the restoration of the Temporary Space as described in Section 5 below is completed. The County shall also be responsible for the cost of all utilities attributable to the Temporary Space and service to the HVAC system, during the Occupancy Period as defined below.

4. Occupancy Period. The occupancy period for the Temporary Space (the "Occupancy Period") shall be defined as the period of time between the Effective Date and the earlier of: (i) date the County takes occupancy of the Leased Premises, or (ii) the date which is six (6) months from the Effective Date.

5. Vacating Temporary Space. The Parties agree that the County shall vacate the Temporary Space on the last day of the Occupancy Period. The County shall satisfy all of the requirements set forth in subsections 13.A, 13.B and 13.C of the Lease with respect to vacating the Temporary Space, including the removal of all improvements to the Temporary Space that were installed at the request of the County and final service and maintenance to the HVAC system. In addition, the County shall be responsible for the restoration of the Temporary Space, which restoration shall be determined by the Landlord in its sole and absolute discretion, to the condition of the Temporary Space as of the Effective Date (without regard to wear and tear during the Occupancy Period, which is expressly excluded from consideration of the condition of the Temporary Space), including but not limited to, painting and repair or replacement of tile, grout, fixtures, appliances, cabinetry including laminate, hardware, ceiling tiles and or grid, metal window sills, window blinds, toilet accessories, doors (particularly the veneer), hardware, telephone and alarm equipment, concrete floor slab (cracking or staining may necessitate replacing), electrical equipment, carpeting, doors, door frames, windows, tiles, walls, floors and ceilings and replanting of landscaping. The Landlord shall have its engineer inspect the floor slab and ramp and certify that no damage has been done thereto, or after any damage is repaired, that such damage has been properly and completely repaired. Further, the Parties agree that the Landlord shall have its general contractor perform all work necessary to restore the Temporary Space, and the County shall reimburse the Landlord for all of the general contractor costs and charges for all such restoration work. Upon receipt, the Landlord shall send copies of the general contractor invoices to the County.

6. Remaining Lease Terms. Except as modified herein, all other terms and conditions of the Lease shall remain in full force and effect.

{signature page follows}

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year above written.

LANDLORD:

FORSGATE VENTURES II, L.L.C.

Witness

By: _____(SEAL)
Name: Stephen P. Seiden
Title: Managing Member

Date: 10/25/05

COUNTY:

MONTGOMERY COUNTY, MARYLAND

Rebecca S Domaruk
Witness

By: _____(SEAL)
Name: Joseph F. Beach
Title: Assistant Chief Administrative Officer

Date: 10/25/05

APPROVED AS TO FORM AND LEGALITY OFFICE OF THE COUNTY ATTORNEY

By: Eileen T. Brennan

Date: 10/19/2005

RECOMMENDED BY:

By: _____
Cynthia Brenneman, Director
Office of Real Estate

Date: 10/17/05
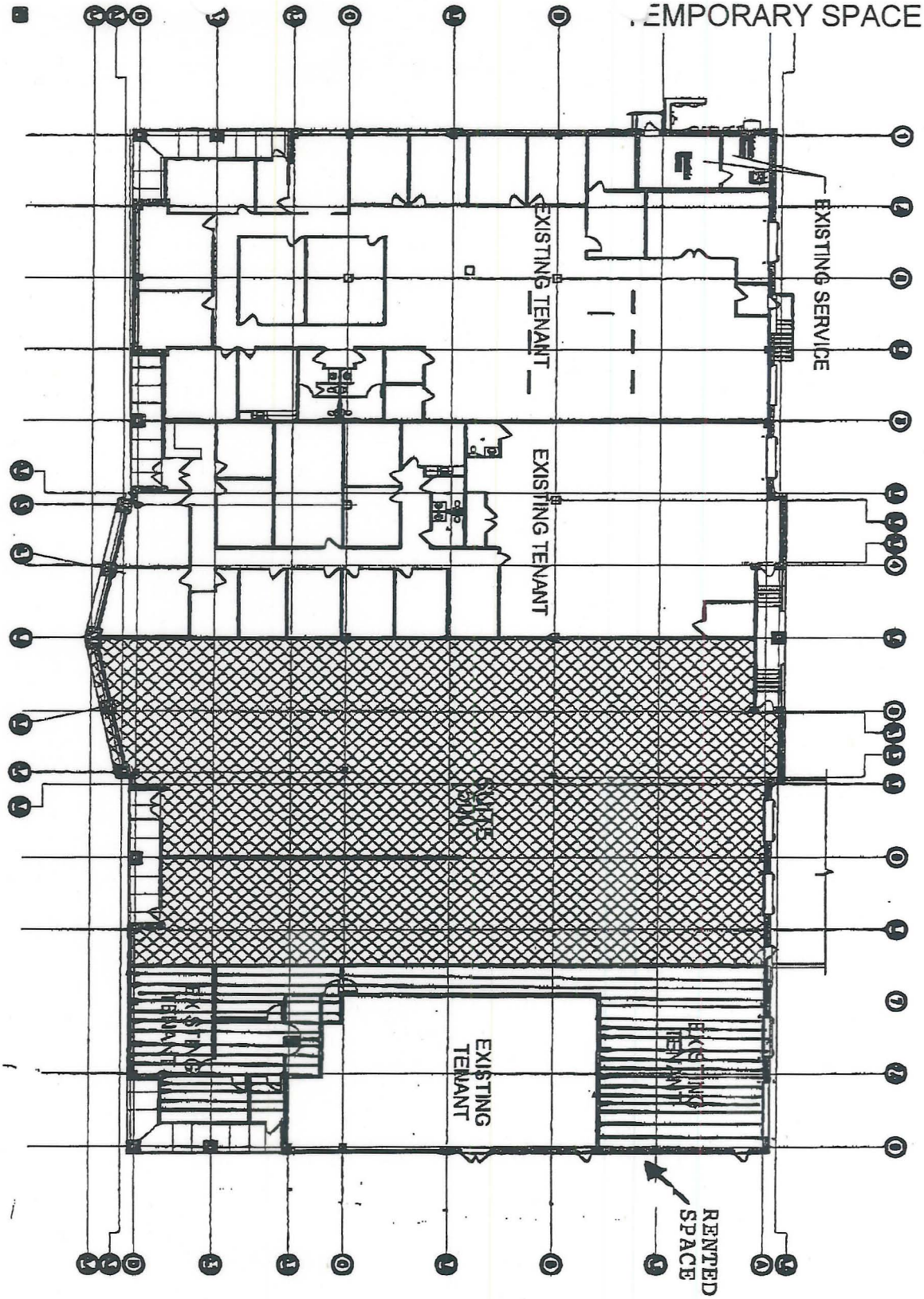
EXHIBIT A-1
TEMPORARY SPACE