FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "AMENDMENT") entered into this 19th, day of December 2001, by and between HESTER, INC. A/K/A/ ELDRIDGE, INC. a Delaware Corporation, having an office at 255 Rockville Pike, Rockville, Maryland 20850, hereinafter referred to as "Landlord" and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "TENANT" (Landlord and Tenant together referred to as "Parties"). (The building's address was previously 250 Hungerford Drive, Rockville, Maryland.)

WITNESSETH:

WHEREAS, the Tenant and the Landlord are parties to a lease agreement (hereinafter referred to as "the Lease" dated June 30, 1998, under which the Tenant leased from the Landlord premises comprising 10,652 square feet within the building (the "Building") at 255 Rockville Pike, Rockville, Maryland, and

WHEREAS, Landlord and Tenant have agreed to amend certain conditions of the Original Lease to reflect the fact that Tenant is now leasing approximately 2,500 square feet of additional space ("the Expansion Premises") in the Building.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein, and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

(a) Paragraph I, page 1 of the Lease, entitled **PREMISES** is hereby deleted in its entirety, and the following language substituted

I. **PREMISES:** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord the premises described as 13,152 square feet of space (hereinafter referred to as the "Leased Premises" or the "Premises") in the building located at 255 Hungerford Drive (Rockville Pike), Rockville, Maryland. The boundaries and location of the Leased Premises are outlined in red on Exhibit A attached hereto and made part hereof.

(b) Tenant acknowledges that (a) it is leasing the Expansion Premises in its as-is condition, and (b) Landlord has no obligation to make any improvements to the Expansion Premises nor any obligation to provide Tenant with any improvement allowance.

II. Paragraph 4, page 2 of the Lease, entitled **ANNUAL RENT** is hereby deleted in its entirety, and the following language substituted

1. **ANNUAL RENT:** The annual rent and monthly installments that are payable by Tenant under the Lease shall be as follows:

Lease Year	Base Rent Per Rentable Square Foot	Annual Rent	Monthly Installment of Annual Rent
3	$25.99	$341,820.48	$28,485.04
4	$26.97	$354,709.44	$29,559.12
5 2003	$27.59	$362,863.68	$30,238.64
6 -04	$28.40	$373,516.80	$31,126.40
7- 05	$29.25	$384,696.00	$32,058.00
8 - 06	$30.13	$396,269.76	$33,022.48
9 - 07	$31.04	$408,238.08	$34,019.84
- 10 - 08	$31.97	$420,469.44	$35,039.12

III. As of the "Effective Date" (as defined below), (a) Tenant's pro rata share of increases in real estate taxes is increased from 7.5% to 9.23%, and (b) Tenant's pro rata share of increases in Operating Expenses increased from 8.3% to 10.3%

IV. Landlord and Tenant agree that all terms, conditions, and covenants of the Lease dated June 30, 1998 shall remain in full force and effect without any change or modifications except as otherwise indicated in this Amendment. Despite the foregoing, the provision of Paragraph 8 of the Lease entitled "Construction of Leased Premises" shall not be applicable to the Expansion Premises.

V. Tenant shall have the right to purchase an additional seven monthly parking space contracts. The monthly fee for each parking contract shall be the amount per parking space that is specified in Paragraph 9 "Parking" in the lease agreement.

VI. This Amendment shall be effective as of May 1, 2001 (the "Effective Date").

VII. Exhibit A that was attached to the Lease is hereby deleted and is hereby replaced with Exhibit A that is attached to and made part of.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused the Lease Agreement to be properly executed.

WITNESS:

By: Rebecca S Domaruk

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: William M. Moony Jr.
William Moony,
Asst. Chief Administrative Officer

WITNESS:

By: Carl Grimes

LANDLORD:

By: M B Ritter

Title: Pres.

Date: 12/19/01

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen J. Basseman

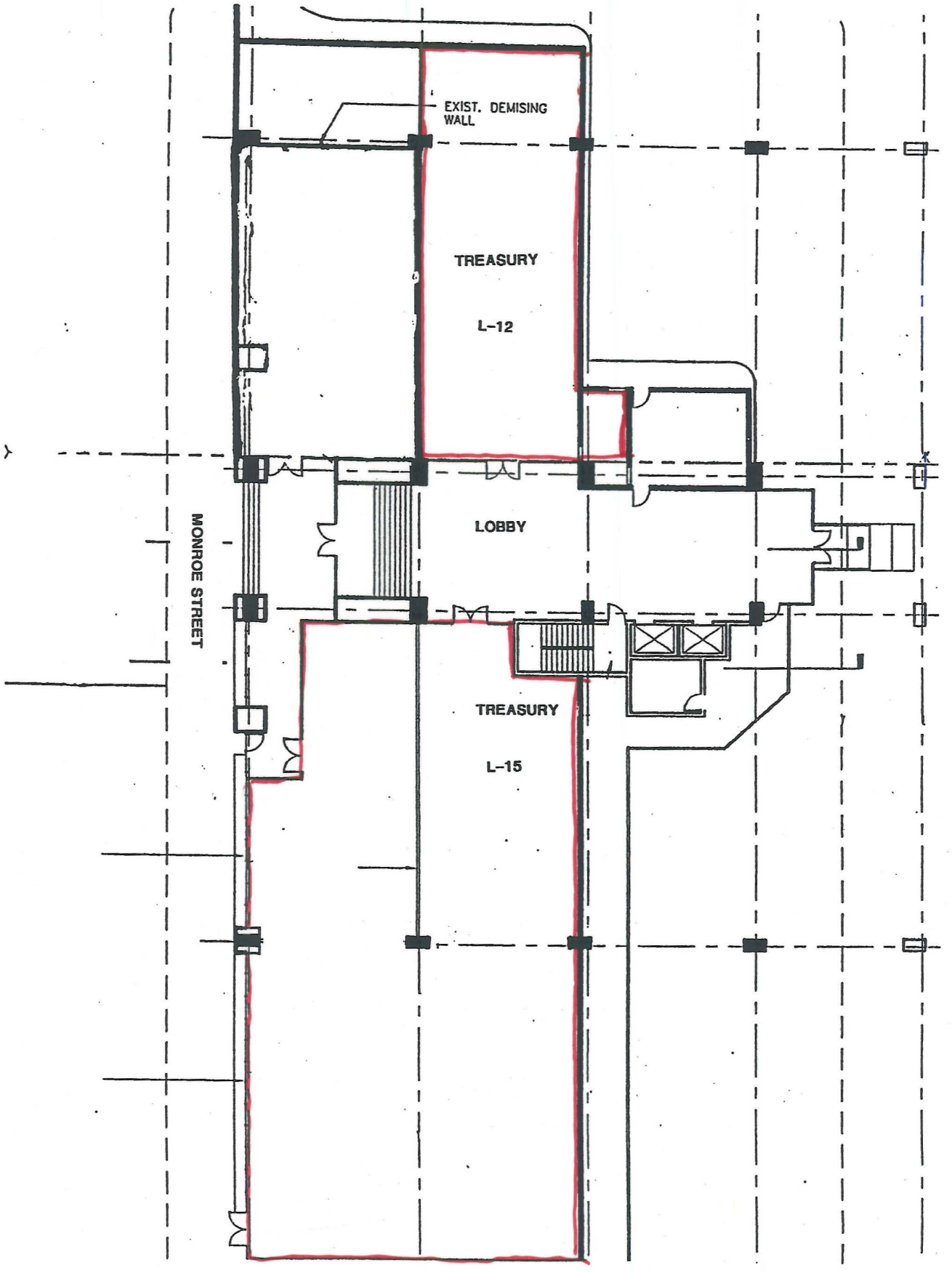
Date: 11/21/2001

RECOMMENDED

By: [signature], for
J. Ronald Smith,
Chief Facility Services Section
Division of Facilities and Services

Date: 11/26/01

Attached Revised Exhibit A

EXHIBIT A

Floor Plan of Demised Premises