SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is made this ~~5th~~ 21st day of ~~June~~ May, 2007 (the "Effective Date"), by and between **HESTER, INC.** a/k/a ELDRIDGE, INC., a Delaware corporation ("Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic ("Tenant").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Lease Agreement dated February 12, 1997 (the "Original Lease") by and between Rockville Center, Inc. ("Original Landlord") and Tenant, Original Landlord leased to Tenant, and Tenant leased from Original Landlord, approximately 91,650 rentable square feet of space (the "Original Premises") on the first (1st) and second (2nd) floors of the building located at 255 Rockville Pike, Rockville, Maryland (the "Building");

WHEREAS, Landlord purchased the Building from Original Landlord and has succeeded to the interest of Original Landlord under the Original Lease;

WHEREAS, pursuant to that certain Amendment to Lease dated March 22, 2002 (the "First Amendment"), Landlord and Tenant amended the Original Lease to provide for the demise to Tenant of the Additional Premises (as more particularly described in the First Amendment), upon the terms and conditions set forth in the First Amendment; and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, as amended, to provide for: (i) the demise to Tenant of the Second Additional Premises (hereinafter defined); and (ii) the extension of the Lease Term until the Extended Lease Expiration Date (hereinafter defined), all upon the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in this Second Amendment and made a part hereof by this reference.

2. Definitions. All capitalized terms used in this Second Amendment shall have the meanings ascribed thereto in the Original Lease, unless otherwise defined herein. As used herein and in the Original Lease: (a) the term "Lease" shall mean the Original Lease, as amended by the First Amendment and this Second Amendment; and (b) from and after the Second Additional Premises Commencement Date (hereinafter defined), the terms "Premises" or "Leased Premises" shall mean the Original Premises together with the Additional Premises and the Second Additional Premises.

3. Second Additional Premises. Subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for a term beginning on the Second Additional Premises Commencement Date and ending on the Extended Lease Expiration Date, approximately 12,616 rentable square feet of space located on the first (1st) floor of the Building (the "Second Additional Premises," as shown on the attached Exhibit A). As of the Second Additional Premises Commencement Date, the aggregate number of rentable square feet demised to Tenant under the Lease (consisting of the Original Premises, the Additional Premises and the Second Additional Premises) shall be 128,509.

4. Landlord Improvements to the Second Additional Premises.

A. Landlord shall construct in the Second Additional Premises, at Landlord's sole cost and expense, except as otherwise set forth in the Work Agreement (hereinafter defined), the Tenant

Improvements (hereinafter defined) described in the Work Agreement attached hereto as Exhibit B (the "Work Agreement") in accordance with the terms of the Work Agreement. In the event that Landlord and Tenant have not finally agreed upon the scope and details of the Tenant Improvements as of the Effective Date, Landlord's submission to Tenant of plans and specifications detailing such work shall be subject to Tenant's reasonable approval in accordance with the terms of the Work Agreement. Tenant's failure to meet its obligations with respect to the Tenant Improvements (including all obligations of Tenant under the terms of the Work Agreement) beyond the applicable grace, notice or cure periods specified in the Lease shall constitute a default under the Lease, entitling Landlord to pursue all of its remedies as provided under Section 18 of the Original Lease (captioned, "Default").

B. The taking of possession of the Second Additional Premises by Tenant shall constitute an acknowledgment by Tenant that the Second Additional Premises is in good condition, that Landlord has provided or constructed all improvements to be provided or constructed by Landlord in the Second Additional Premises in accordance with the Work Agreement and that all materials and labor provided by Landlord are satisfactory except as to any defects or incomplete work that is specified on the punch list delivered to Landlord by Tenant as set forth in the Work Agreement. Landlord agrees to complete promptly all punch list items which Landlord's architect confirms are defects or incomplete items in accordance with the terms of the Work Agreement.

5. Tenant Refurbishment.

A. Immediately following the Second Additional Premises Commencement Date, Tenant shall refurbish the Second Additional Premises (the "Refurbishment Work"), the cost of which shall be borne by Tenant. Tenant hereby expressly acknowledges and agrees that the Refurbishment Work shall consist, at a minimum, of the following work: (i) the installation in the Second Additional Premises of (a) an access security system; (b) workstations and cubicles; (c) data and voice cabling and wiring; and (d) all appliances for the kitchenette and lab space in the Second Additional Premises; and (ii) any and all work necessary to build-out the kitchenette and lab space in the Second Additional Premises. The Refurbishment Work shall be subject to all the terms and conditions in the Lease concerning alterations, including but not limited to the provisions of Section 11 of the Lease (captioned, "Alterations"). The Refurbishment Work shall not commence without Landlord's prior written approval of the work comprising the Refurbishment Work, the detailed plans, working drawings and specifications therefor and the contractor performing such work.

B. At such time that Landlord has approved the Refurbishment Work and Landlord permits Tenant's contractors, subcontractors and vendors to enter the Building to perform such work, such entry shall be subject to the observance by Tenant and each contractor, subcontractor and vendor of all reasonable rules and regulations promulgated by Landlord in connection with the performance of work in the Building, including those rules and regulations set forth in Schedule B-3 attached to the Work Agreement. In addition, prior to the commencement of the Refurbishment Work, Tenant, or its contractors and their subcontractors, shall be required to provide Landlord with certificates of insurance evidencing the types and amounts of insurance set forth in Exhibit C attached hereto and shall provide Landlord with such bonding and/or indemnification as Landlord may reasonably require for its protection from negligence or malfeasance on the part of such contractors and subcontractors.

6. Lease Term. The Lease Term is hereby extended until the last day (the "Extended Lease Expiration Date") of the fifteenth (15th) S.A.P. Lease Year (hereinafter defined), unless earlier terminated in accordance with the terms and provisions of the Lease. The Lease Term with respect to the Second Additional Premises shall commence on the Second Additional Premises Commencement Date and shall end on the Extended Lease Expiration Date, unless earlier terminated in accordance with the terms and provisions of the Lease. As used herein, the term "Second Additional Premises Commencement Date" means the date on which Landlord substantially completes (hereinafter defined) the Tenant Improvements in the Second Additional Premises (or, if there occurs any Tenant Delay (as defined in the Work Agreement), the date by which Landlord would have substantially completed the Tenant Improvements in

the Second Additional Premises but for such Tenant Delay). As used herein, the term "substantial completion" shall mean the time when the construction of the Tenant Improvements in the Second Additional Premises shall have progressed to the point that all areas of the Second Additional Premises have been materially completed, except for punch list items which do not materially interfere with Tenant's use of the Second Additional Premises. As used herein, the term "S.A.P. Lease Year" means (i) each twelve (12)-month period commencing on the Second Additional Premises Rent Commencement Date (hereinafter defined), except that if the Second Additional Premises Rent Commencement Date does not occur on the first day of a calendar month, the first S.A.P. Lease Year shall commence on the Second Additional Premises Rent Commencement Date and terminate on the last day of the twelfth (12th) full calendar month after the Second Additional Premises Rent Commencement Date, and (ii) each successive period of twelve (12) calendar months thereafter during the Lease Term. As used herein, the term "Second Additional Premises Rent Commencement Date" shall mean the date which is the earlier to occur of (a) the date which is thirty (30) days after the Second Additional Premises Commencement Date, or (b) the date on which Tenant commences its business operations in the Second Additional Premises. Reference is made to the form of Declaration of Second Additional Premises Rent Commencement Date (the "Declaration") attached hereto as Exhibit D. After the Second Additional Premises Rent Commencement Date, Landlord shall complete the Declaration and deliver the completed Declaration to Tenant. Within five (5) days after Tenant receives the completed Declaration from Landlord, Tenant shall execute and return the Declaration to Landlord to confirm the Second Additional Premises Commencement Date, the Second Additional Premises Rent Commencement Date, the Extended Lease Expiration Date and the actual number of rentable square feet in the Second Additional Premises.

7. Annual Rent. Notwithstanding anything to the contrary contained in the Original Lease, as amended, commencing on the Second Additional Premises Rent Commencement Date, and thereafter on the first day of each and every calendar month during the Lease Term, Tenant shall pay Landlord Annual Rent for the Premises (consisting of the Original Premises, the Additional Premises and the Second Additional Premises) in the following amounts, in equal monthly installments ("Monthly Base Rent"), in advance, as follows:

S.A.P. Lease Year	Annual Rent Per Square Foot	Annual Rent	Monthly Base Rent
1	$23.70	$3,045,663.36	$253,805.28
2	$24.41	$3,136,904.64	$261,408.72
3	$25.14	$3,230,716.32	$269,226.36
4	$25.89	$3,327,098.04	$277,258.17
5	$26.67	$3,427,335.00	$285,611.25
6	$27.47	$3,530,142.24	$294,178.52
7	$28.29	$3,635,519.64	$302,959.97
8	$29.14	$3,744,752.28	$312,062.69
9	$30.01	$3,856,555.08	$321,379.59
10	$30.91	$3,972,213.24	$331,017.77
11	$31.84	$4,091,726.52	$340,977.21
12	$32.80	$4,215,095.16	$351,257.93
13	$33.78	$4,341,034.08	$361,752.84
14	$34.79	$4,470,828.12	$372,569.01
15	$35.83	$4,604,477.52	$383,706.46

Tenant shall pay Landlord Annual Rent pursuant to the terms of this Paragraph 7 in accordance with the terms and conditions of Section 3 of the Original Lease (captioned, "Rent").

8. Tenant's Pro-Rata Share. Landlord and Tenant hereby expressly acknowledge and agree that, as of the Second Additional Premises Rent Commencement Date (i) Tenant's "pro-rata share"

of increases in Operating Expenses over the Initial Operating Expense Year cost shall be 89.00%, and (ii) Tenant's "pro-rata share" of increases in Real Estate Taxes over the Real Estate Taxes incurred in the Base Year shall be 89.00%.

9. Tenant's Continuing Obligations with Respect to the Original Premises and the Additional Premises. Between the Effective Date and the date immediately preceding the Second Additional Premises Rent Commencement Date, Tenant shall continue to pay to Landlord: (a) all Annual Rent for the Original Premises in accordance with the terms and conditions of Section 3 of the Original Lease; (b) all Annual Rent for the Additional Premises in accordance with the terms and conditions of Section 4 of the First Amendment (captioned, "Annual Rent"); (c) Tenant's pro-rata share of increases in Operating Expenses which are attributable to the Original Premises and the Additional Premises in accordance with the term and conditions of Section 10 of the Original Lease (captioned, "Operating Expenses; Common Area), as amended by Paragraph 5 of the First Amendment (captioned, "Pro-Rata Share"); and (d) Tenant's pro-rata share of increases in Real Estate Taxes which are attributable to the Original Premises and the Additional Premises in accordance with the term and conditions of Section 5 of the Original Lease (captioned, "Real Estate Taxes"), as amended by Paragraph 5 of the First Amendment.

10. Parking.

A. As of the Second Additional Premises Rent Commencement Date, Tenant shall have the right to purchase an additional eight (8) monthly parking space contracts for unreserved parking spaces located at the parking facility serving the Building (the "S.A.P. Additional Parking Spaces"). Tenant hereby expressly acknowledges and agrees that the terms of Section 9 of the Original Lease (captioned, "Parking"), as amended by Paragraph 9 of the First Amendment (captioned, "Parking") and as further amended by the terms of this Second Amendment, shall govern Tenant's use of the S.A.P. Additional Parking Spaces.

B. Landlord and Tenant hereby expressly acknowledge and agree that, as of the Second Additional Premises Rent Commencement Date, the chart in Section 9(i) of the Original Lease setting forth the monthly fee payable by Tenant for use of Tenant's parking contracts shall be deleted and the following shall be inserted in lieu thereof:

Period	Monthly Fee Per Parking Contract	Monthly Fee for 218 Parking Contracts
Second Additional Premises Rent Commencement Date – 6/30/08	$83.81	$18,270.58
7/1/08 – 6/30/09	$86.33	$18,819.94
7/1/09 – 6/30/10	$88.92	$19,384.56
7/1/10 – 6/30/11	$91.58	$19,964.44
7/1/11 – 6/30/12	$94.33	$20,563.94

C. During the month of January 2012 (or at such earlier time as may be mutually agreeable to Landlord and Tenant), Landlord and Tenant shall meet in order to determine (i) the monthly fee (per parking contract) payable by Tenant for use of Tenant's parking contracts as of July 1, 2012 (the "New Monthly Parking Fee"), which fee shall be based on the then-prevailing parking rates being charged by owners of parking garages which are similar to the Building's parking garage and are located in downtown Rockville, Maryland and (ii) the annual escalation rate of such monthly fee (the "New Monthly Parking Fee Escalation Rate"). If, as of January 31, 2012, Landlord and Tenant have not agreed on the New Monthly Parking Fee and/or the New Monthly Parking Fee Escalation Rate, Landlord and Tenant shall submit any unresolved matter to arbitration by the American Arbitration Association under its then-current expedited arbitration rules and regulations at its office in a neutral location agreed upon by the parties. If the New Monthly Parking Fee has not been determined by July 1, 2012, Tenant shall

continue to pay Landlord the parking fee as set forth in Paragraph 10(B), above, provided, however, that once the New Monthly Parking Fee has been determined pursuant to the terms of this Paragraph 10(C), the New Monthly Parking Fee shall be deemed to have been effective as of July 1, 2012 and Tenant shall immediately pay Landlord the difference between the New Monthly Parking Fee and any amounts actually paid by Tenant to Landlord for the period commencing on July 1, 2012 and ending on the date immediately preceding the date on which the New Monthly Parking Fee was determined. Once the New Monthly Parking Fee and the New Monthly Parking Fee Escalation Rate have been determined, Landlord and Tenant shall enter into a lease amendment which sets forth the New Monthly Parking Fee and the New Monthly Parking Fee Escalation Rate. Notwithstanding anything to the contrary contained in this Paragraph 10(C), in no event shall the New Monthly Parking Fee be less than the monthly fee (per parking contract) payable by Tenant for use of Tenant's parking contracts as of June 30, 2012.

11. Brokers. Landlord and Tenant each represent and warrant to the other that no broker has been employed in carrying on any negotiations relating to this Second Amendment and shall each indemnify and hold harmless the other from any claim for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

12. Notices. As of the Effective Date, the Original Lease is hereby amended by deleting the address to which the second copy of any notice to Landlord should be delivered, as such address is set forth in Section 35 of the Original Lease (captioned, "Mailing Notices"), and inserting in lieu thereof, the following:

"with a copy to: Holland & Knight LLP
Three Bethesda Metro Center
Suite 800
Bethesda, Maryland 20814
Attention: William Kominers, Esq."

TLF

13. Counterpart Copies. This Second Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Second Amendment.

14. Miscellaneous. This Second Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, transferees, successors and assigns and (b) shall be governed by and construed in accordance with the laws of the State of Maryland.

15. Ratification. Except as expressly amended by this Second Amendment, all other terms, conditions and provisions of the Lease are hereby ratified and confirmed and shall continue in full force and effect.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease under seal as of the day and year first hereinabove written.

WITNESS:

By: _____

LANDLORD:

HESTER INC., a/k/a ELDRIDGE, INC., a Delaware corporation

By: _____ Pres

Date: 5/18/07

WITNESS:

By: Rebecca S Domaruk

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: _____

CHIEF ADMINISTRATIVE OFFICER

Date: 5/21/2007

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen O. Brennan

RECOMMENDED:

By: _____

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 5/16/2007

Date: 5/1/07

EXHIBIT A

FLOOR PLAN OF SECOND ADDITIONAL PREMISES

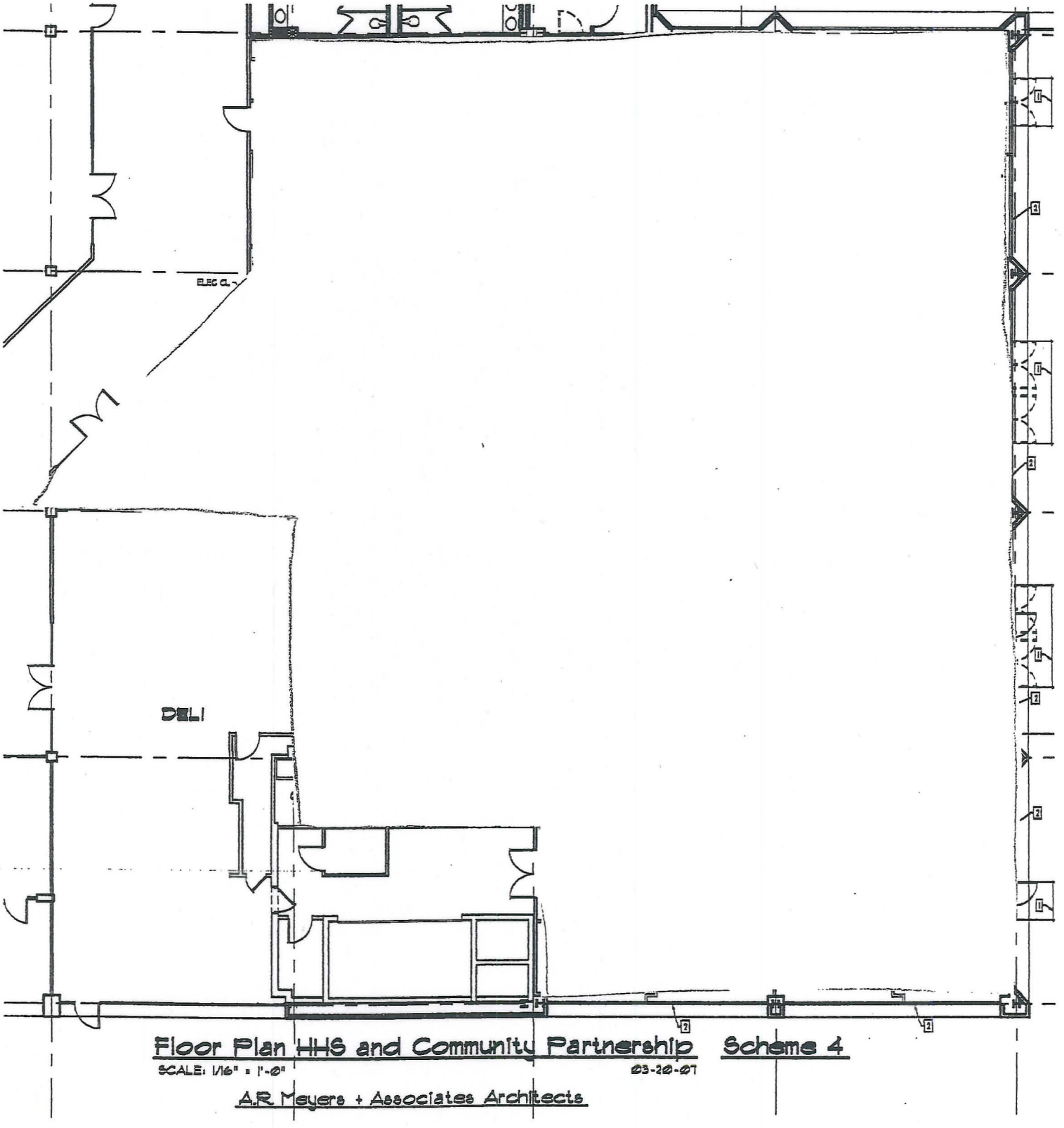

EXHIBIT B

WORK AGREEMENT

This Work Agreement (the "Work Agreement") is attached to and made a part of that certain Second Amendment to Lease dated _____, 2007 (the "Second Amendment"), by and between **HESTER, INC.** a/k/a ELDRIDGE, INC., as landlord ("Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, as tenant ("Tenant"), for the premises described therein in the office building located at 255 Rockville Pike, Rockville, Maryland.

A. TENANT IMPROVEMENTS. Landlord shall furnish and install in the Second Additional Premises in accordance with the terms of this Work Agreement, the improvements set forth in the Tenant's Plans (hereinafter defined) which have been approved by Landlord and Tenant in accordance with Paragraph B, below (the "Tenant Improvements"). The cost of all architectural plans and specifications, and the cost of construction of the Tenant Improvements, including permits therefor and supervision thereof, shall be paid for by Landlord, except as otherwise provided in this Work Agreement.

B. PLANS AND SPECIFICATIONS

1. Space Plan. Landlord has retained the services of A.R. Meyers and Associates (the "Space Planner") who has prepared a space plan (the "Space Plan") showing, inter alia, the layout of the Second Additional Premises upon completion of the Tenant Improvements, and certain materials, finishes and architectural details to be included in the Tenant Improvements, which Space Plan and accompanying Space Plan Notes have been approved by Landlord and Tenant and are attached hereto as Schedule B-1.

2. Space Planner. Landlord shall cause the Space Planner to design the Tenant Improvements and prepare the Contract Documents (hereinafter defined). The parties expressly acknowledge and agree that, unless expressly provided to the contrary in the Space Plan with respect to particular components of the Tenant Improvements, all Tenant Improvements depicted in the Contract Documents shall be "Building standard" improvements selected by Landlord. The cost of preparation of the Contract Documents (excluding the cost of any Change Orders (hereinafter defined) requested by Tenant) shall be borne by Landlord, except as otherwise set forth below.

3. Engineers. Landlord may retain the services of an engineering firm selected by Landlord in its sole discretion (the "Engineers") to: (i) design the type, number and location of all mechanical systems in the Second Additional Premises, including without limitation the heating, ventilating and air conditioning system therein, and to prepare all of the mechanical plans; (ii) assist with the electrical design of the Second Additional Premises, including the location and capacity of light fixtures, electrical receptacles and other electrical elements, and to prepare all of the electrical plans; (iii) assist with plumbing-related issues involved in designing the Second Additional Premises and to prepare all of the plumbing plans; and (iv) assist with the structural elements of the Space Planner's design of the Second Additional Premises and to prepare all the structural plans. The cost of the Engineers in connection with the preparation of the Contract Documents (expressly excluding Change Orders) shall be borne by Landlord, except as otherwise set forth below.

4. Time Schedule.

a. After the Effective Date, Landlord shall furnish to Tenant for its review and reasonable approval, architectural plans, working drawings and specifications (the "Contract Documents") for the construction of the Tenant Improvements in accordance with the Space Plan. Tenant

shall advise Landlord of Tenant's reasonable approval or disapproval of the Contract Documents, or any of them, within five (5) business days after Landlord submits the Contract Documents to Tenant; provided, however, that (i) Tenant's sole basis for rejecting the Contract Documents shall be if the Contract Documents deviate materially from the Space Plan; and (ii) Landlord shall be solely responsible for determining all architectural details and finishes shown in the Contract Documents. Landlord shall revise the Contract Documents to meet Tenant's reasonable objections, if any, and resubmit the Contract Documents to Tenant for its review and reasonable approval promptly after Tenant notifies Landlord of Tenant's reasonable objections, if any. Tenant shall review and reasonably approve or reject the revised Contract Documents within three (3) business days after the Landlord resubmits same. Tenant acknowledges and agrees that Landlord shall construct the Tenant Improvements with Building standard materials which are readily available in the Rockville, Maryland area, and Landlord shall be entitled to substitute any element of the Tenant Improvements which may be temporarily unavailable with substantially similar items selected by Landlord which are available in the Rockville, Maryland area at the time Landlord undertakes the Tenant Improvements.

b. The Space Plan and the Contract Documents are referred to collectively herein as the "Tenant's Plans."

5. Changes.

a. Once the Contract Documents have been approved by Landlord and Tenant, no changes shall be made to the Contract Documents without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, except to the extent that Landlord determines that any proposed change will affect the base Building or the base Building systems, in which event Landlord may withhold its approval of such change in its sole discretion. In addition, Landlord shall not be obligated to approve any such change or modification which, in Landlord's opinion, will cause any delay in the completion of the Tenant Improvements or any increase in cost or expense to Landlord in the performance of the Tenant Improvements. All requests for Change Orders (hereinafter defined) shall be in writing. Landlord shall not be responsible for delay in occupancy by Tenant, nor shall the Second Additional Premises Commencement Date and/or the Second Additional Premises Rent Commencement Date be delayed, because of any changes to the Space Plan or the Contract Documents after approval by Landlord and Tenant. Tenant shall be required to pay the costs incurred in connection with any changes to the Contract Documents or Space Plan to Landlord, in full, within ten (10) days after invoice.

b. In the event that Tenant requests any changes to the Contract Documents or the Space Plan, and Landlord approves such changes, Tenant shall be solely responsible for all costs and expenses and for all delay resulting therefrom, including without limitation costs or expenses relating to (i) any additional architectural or engineering services and related design expenses, (ii) any changes to materials in process of fabrication, (iii) cancellation or modification of supply or fabricating contracts, or (iv) removal or alteration of work or plans completed or in process.

6. Deadlines. Tenant acknowledges that it is vital that it meet all of the schedule deadlines set forth herein in order to allow Landlord sufficient time to prepare the Tenant's Plans, estimate costs, and to substantially complete the work within the contemplated time frame.

C. COST OF TENANT IMPROVEMENTS

1. Construction Costs. Except as otherwise provided in this Work Agreement, Landlord shall pay for all Construction Costs (hereinafter defined) which it incurs in connection with the construction of the Tenant Improvements set forth in the initial Contract Documents approved by Landlord and Tenant. As used herein, the term "Construction Costs" means the cost of design and construction of the Tenant

Improvements, including the cost of the Space Planner in connection with the preparation of the Space Plan and the Contract Documents, all governmental permits required for the construction of the Tenant Improvements, and all construction costs incurred by Landlord in undertaking the Tenant Improvements.

2. **Construction Costs Arising from Change Orders.** Notwithstanding the foregoing, all Construction Costs incurred by Landlord or Tenant in connection with any Change Orders shall be paid by Tenant (or if previously paid by Landlord, shall be reimbursed to Landlord by Tenant) within five (5) days after invoice, and Tenant agrees to indemnify Landlord from and against any such costs. All amounts payable by Tenant pursuant to this Work Agreement shall be deemed to be additional rent for purposes of the Second Amendment. If required by Landlord, Tenant shall provide evidence satisfactory to Landlord that Tenant has sufficient funds available to pay all Construction Costs resulting from Change Orders.

3. **Construction Costs to be Paid by Tenant**. Notwithstanding anything to the contrary contained herein, Tenant shall pay Landlord, within ten (10) days after receipt of any invoices therefor, Construction Costs incurred by Landlord in connection with the undertaking of the following components of the Tenant Improvements, plus an administrative fee equal to ten percent (10%) of such costs: (i) the cost of painting the Second Additional Premises; (ii) the cost of furnishing and installing all floor coverings (including carpet, vinyl tile and vinyl base) in the Second Additional Premises; and (iii) the cost of furnishing and installing all millwork for the reception desk in the Second Additional Premises and in the kitchen and lab areas in the Second Additional Premises.

D. CONSTRUCTION

1. **Selection of General Contractor.** Once Tenant has approved the Contract Documents, Landlord shall prepare a bid package containing such requirements as Landlord in its sole discretion shall determine. Landlord shall select the contractor ("Contractor") which will undertake construction of the Tenant Improvements.

2. **Tenant Inspection.** Tenant is authorized by Landlord to make periodic inspections of the Second Additional Premises during construction during reasonable business hours, provided Tenant is accompanied by a representative of Landlord or the Contractor.

3. **Delays.**

a. If Landlord shall be delayed in substantially completing the Tenant Improvements or in delivering the Second Additional Premises to Tenant, as a result of any act, neglect, failure or omission of Tenant, its employees or agents (including without limitation any contractor or subcontractor employed by Tenant performing work in the Second Additional Premises or elsewhere in the Premises), including any of the following, such delay shall be deemed a "Tenant Delay": (1) Tenant's failure to timely approve the Contract Documents; (2) Tenant's failure to timely approve revised Contract Documents after resubmission by Landlord; (3) Tenant's delay in submitting or approving any other drawings, plans or specifications; (4) Tenant's failure, within three (3) business days after request therefor, to provide Landlord with any other information requested by Landlord for the purpose of completing the Tenant's Plans or the ordering of materials or the letting of bids for the Tenant Improvements; (5) any change by Tenant (to the extent such change is permitted by this Work Agreement) in the Contract Documents or in any other plan, specification or finish information furnished by Tenant, after Landlord has commenced the same; (6) delay in the completion of work by any person (other than Landlord or its contractors) performing work for Tenant; (7) work by Tenant, if any, not being completed on schedule which under good construction scheduling practices should be completed before some portion of the Tenant Improvements is undertaken or which otherwise interferes with Landlord undertaking the Tenant Improvements; (8) installation of Tenant's telephone and/or other communications systems; (9) any Change Orders; (10) installation by Tenant of any

systems furniture in the Second Additional Premises; (11) any act or omission by Tenant which delays the receipt by Landlord of a certificate of occupancy for the Second Additional Premises; and (12) direction by Tenant that Landlord hold up proceeding or continuing with a segment of the Tenant Improvements preliminary to a possible Change Order or for any other reason. In any such event, such delay or delays shall not postpone or defer the Second Additional Premises Commencement Date or Tenant's obligation to pay Annual Rent with respect to the Second Additional Premises as of the Second Additional Premises Rent Commencement Date, but the Second Additional Premises Commencement Date shall occur on the day when they would otherwise have occurred if such delay or delays had not occurred, and the period of time for the substantial completion of the Second Additional Premises shall be extended for a period of time equal to the number of days of such delay or delays. In addition, Tenant shall pay to Landlord all additional costs incurred by Landlord resulting from any Tenant Delay, including without limitation delay damages claimed by the Contractor under the Construction Contract. Any such sums shall be paid to Landlord within ten (10) days after demand therefor by Landlord. Any costs payable by Tenant to Landlord hereunder shall be deemed to be additional rent under the Second Amendment, and in the event of any default by Tenant in any payment thereof, Landlord shall (in addition to all other rights and remedies) have the same rights and remedies arising under the Lease in the event of a default by Tenant regarding the payment of rent. As used herein, the term "Change Order" shall mean any change in the Tenant's Plans and/or the work included within the Tenant Improvements which results in an amendment to or modification of the Construction Contract, including without limitation Change Orders which arise out of a request by Tenant to modify the Tenant's Plans or to otherwise change the scope of the work included within the Tenant Improvements. All Change Orders must be submitted to Landlord for its approval in its sole discretion. As used herein, the term "Legal Requirements" shall mean any laws, ordinances, regulations and orders of the United States of America, the State of Maryland and any other governmental authority with jurisdiction over the Building or the construction of the Tenant Improvements.

b. In the event that any particular item or items of Tenant Improvements is not readily available in reasonable quantities in, or for delivery to, the Rockville, Maryland area or requires a long-term lead time to procure, obtain or install ("Long Lead Items"), the Contractor shall notify Tenant or Landlord (who will notify Tenant) of this fact promptly after ascertaining same. If Landlord has substantially completed all of the Tenant Improvements, as certified by the Space Planner, except for Tenant Improvements which constitute Long Lead Items, then the Tenant Improvements shall be deemed to be substantially completed and the Commencement Date shall not be delayed.

c. In the event that Landlord submits any drawings, plans or other materials to Tenant for Tenant's approval, Tenant shall, in writing, within five (5) business days thereafter, either: (i) approve such drawings, plans or other materials in writing; or (ii) request that Landlord make specific changes thereto. Tenant's failure to respond to any such written request for Tenant's approval within the five (5) business day period shall result in a day of Tenant Delay for each day thereafter in which no response is made, and, at Landlord's sole election, shall be deemed an approval of Landlord's submission.

d. If a delay in the completion of the Tenant Improvements or any portion of such delay, is the result of an Unavoidable Delay (hereinafter defined), then if such delay would not have occurred but for a delay described in Paragraph D.3(a), above, or Paragraph D.3(c), above, such delay shall be deemed added to the delay described in such Paragraph D.3(a) or Paragraph D.3(c). The term "Unavoidable Delays" means delays caused by strikes, acts of God, lockouts, labor difficulties, riots, explosions, sabotage, accidents, shortages or inability to obtain labor or materials, legal requirements, governmental restrictions, enemy action, civil commotion, fire or other casualty or similar causes beyond the reasonable control of Landlord.

E. ACCEPTANCE OF SECOND ADDITIONAL PREMISES. Approximately five (5) business day prior to the delivery of possession of the Second Additional Premises to Tenant, Landlord, Tenant and

the Contractor shall make an inspection of the Second Additional Premises to determine that the construction and installation of the Tenant Improvements has been completed in accordance with the Tenant's Plans and this Work Agreement, and to prepare a "Punch List" of work requiring correction or completion by Landlord. Subject to Unavoidable Delays, Landlord shall correct or complete all Punch List items within sixty (60) days after the Second Additional Premises Commencement Date.

F. CONTRACTOR'S RULES AND REGULATIONS. Tenant's contractors, subcontractors and vendors may not enter the Building to perform any work or installations prior to the Second Additional Premises Commencement Date without Landlord's prior written consent. If Landlord consents to such entry, each contractor, subcontractor or vendor shall observe all rules and regulations (the "Construction Rules and Regulations") promulgated by Landlord in connection with the performance of work in the Building, which Construction Rules and Regulations are attached hereto as Schedule B-2.

G. TENANT'S AGENT. Tenant hereby designates Mr. Stephen Batterden, whose address is 101 Monroe Street, Rockville, MD 20850 and whose telephone number is (240) 777-6063, to act as Tenant's agent for purposes of authorizing and executing any and all documents, workletters or other writings and changes thereto needed to effect this Work Agreement, and any and all changes, additions or deletions to the work contemplated herein, and Landlord shall have the right to rely on any documents executed by such authorized party.

LIST OF SCHEDULES

Schedule B-1: Space Plan and Notes
Schedule B-2: Construction Rules and Regulations

SCHEDULE B-2

CONSTRUCTION RULES AND REGULATIONS

1. Tenant and/or the general contractor will supply Landlord with a copy of all permits prior to the start of any work.

2. Tenant and/or the general contractor will post the building permit on a wall of the construction site while work is being performed.

3. Public area corridor, and carpet, is to be protected by plastic runners or a series of walk-off mats from the elevator to the suite under reconstruction.

4. Walk-off mats are to be provided at entrance doors.

5. Contractors will remove their trash and debris daily, or as often as necessary to maintain cleanliness in the Building. Building trash containers are not to be used for construction debris. Landlord reserves the right to bill Tenant for any cost incurred to clean up debris left by Tenant's general contractor or any subcontractor of such general contractor. Further, the Building staff is instructed to hold the driver's license of any employee of the contractor while using the freight elevator to ensure that all debris is removed from the elevator.

6. No utilities (electricity, water, gas, plumbing) or services to the tenants are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of Landlord.

7. No electrical services are to be put on the emergency circuit, without specific written approval from Landlord.

8. When utility meters are installed, the general contractor must provide the property manager with a copy of the operating instructions for that particular meter.

9. Landlord will be notified of all work schedules of all workmen on the job and will be notified, in writing, of names of those who may be working in the building after "normal" business hours.

10. Passenger elevators shall not be used for moving building materials and shall not be used for construction personnel except in the event of an emergency. The designated freight elevator is the only elevator to be used for moving materials and construction personnel. This elevator may be used only when it is completely protected as determined by Landlord's Building engineer.

11. Contractors or personnel will use loading dock area for all deliveries and will not use loading dock for vehicle parking.

12. Contractors will be responsible for daily removal of waste foods, milk and soft drink containers, etc. to trash room and will not use any building trash receptacles but trash receptacles supplied by them.

13. No building materials are to enter the building by way of main lobby, and no materials are to be stored in any lobbies at any time.

14. Construction personnel are not to eat in the lobby or in front of Building nor are they to congregate in the lobby or in front of the Building.

15. Landlord is to be contacted by Tenant when work is completed for inspection. All damage to the Building will be determined at that time.

16. All key access, fire alarm work, or interruption of security hours must be arranged with Landlord's Building engineer.

17. There will be no radios allowed on job site.

18. All workers are required to wear a shirt, shoes, and full length trousers.

19. Protection of hallway carpets, wall coverings, and elevators from damage with masonite board, carpet, cardboard, or pads is required.

20. Public spaces -- corridors, elevators, bathrooms, lobby, etc. -- must be cleaned immediately after use. Construction debris or materials found in public areas will be removed at Tenant's cost.

21. There will be no smoking, eating, or open food containers in the elevators, carpeted areas or public lobbies.

22. There will be no yelling or boisterous activities.

23. All construction materials or debris must be stored within the project confines or in an approved lock-up.

24. There will be no alcohol or controlled substances allowed or tolerated.

25. Tenant's general contractor, if any, and Tenant shall be responsible for all loss of their materials and tools and shall hold Landlord harmless for such loss and from any damages or claims resulting from the work.

EXHIBIT C

CONTRACTOR AND SUBCONTRACTOR INSURANCE REQUIREMENTS

Prior to the commencement of any Refurbishment Work, Tenant's contractors shall provide a certificate of insurance to Landlord with the following minimum limits of liability and additional insureds:

1. Workers' Compensation and Statutory limits Employer's Liability.

2. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations (two years); Broad Form Property Damage):

   a: Bodily Injury:
   $1,000,000 each occurrence
   $1,000,000 aggregate

   b: Property Damage (remove X,C,U exclusions):
   $1,000,000 each occurrence
   $1,000,000 aggregate

   Contractual Liability (Hold Harmless coverage):

   a: Bodily Injury:
   $1,000,000 each occurrence

   b: Property Damage:
   $1,000,000 each occurrence
   $1,000,000 aggregate

3. Umbrella Excess Liability:
   $5,000,000 each occurrence and aggregate

4. Automobile Liability (including hired and non-owned coverage):

   a: Bodily Injury:
   $1,000,000 each person
   $1,000,000 each accident

   b: Property Damage:
   $1,000,000 each occurrence

5. Builders' Risk insurance in an amount at least equal to the total cost of the Refurbishment Work.

The certificate of insurance shall name Landlord, Landlord's mortgagees (and any others with an insurable interest in the Building and/or the land upon which the Building is located that Landlord may request) as additional insureds.

EXHIBIT D

DECLARATION OF SECOND ADDITIONAL PREMISES RENT COMMENCEMENT DATE

This Declaration of Second Additional Premises Rent Commencement Date is made as of _____, 2007, by **HESTER, INC.** a/k/a ELDRIDGE, INC., a Delaware corporation ("Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic ("Tenant"), who agree as follows:

1. Landlord and Tenant entered into that certain Second Amendment to Lease dated _____, 2007 (the "Second Amendment"), in which Landlord leased to Tenant, and Tenant leased from Landlord, certain premises described therein and located at 255 Rockville Pike, Rockville, Maryland. All capitalized terms herein are as defined in the Second Amendment.

2. Pursuant to the Second Amendment, Landlord and Tenant agreed to and do hereby confirm the following matters as of the Second Additional Premises Rent Commencement Date:

a. the Second Additional Premises Commencement Date is _____, 200_;
b. the Second Additional Premises Rent Commencement Date is _____, 200_;
c. the Extended Lease Expiration Date is _____, 201_; and
d. the number of rentable square feet comprising the Second Additional Premises is 12,616.

3. Tenant confirms that:

a. it has accepted possession of the Second Additional Premises as provided in the Second Amendment;

b. Landlord has fulfilled all its obligations to be provided to Tenant as of the date hereof;

c. the Lease is in full force and effect and has not been modified, altered, or amended, except, as follows: _____; and

d. there are no set-offs or credits against Rent, and no security deposit or prepaid rent has been paid, except as follows: _____.

[signatures appear on the following page]

The provisions of this Declaration of Second Additional Premises Rent Commencement Date shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, subject to the restrictions on assignment and subleasing contained in the Lease, and are hereby attached to and made a part of the Lease.

LANDLORD:

HESTER, INC. a/k/a ELDRIDGE, INC., a Delaware corporation

By: _____
Name:
Title:

TENANT:

MONTGOMERY COUNTY, MARYLAND, a body corporate and politic

By: _____
Name:
Title:

4449578_v2