AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "Amendment"), is made this 2nd day of July, 2007, between Harry Williamson and Helga Williamson, successors in interest to 12500 Office Building Limited Partnership c/o Corby Construction, LLC, with a principal mailing address of 4030 Norbeck Square Drive, Rockville, Maryland 20853 (the "Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, with a principal address of 101 Monroe Street, Rockville, Maryland 20850 (the "Tenant"), (Landlord and Tenant, together, the "Parties").

WHEREAS, the Landlord and Tenant entered into a Lease Agreement dated August 5, 1999 (the "Lease"); and

WHEREAS, the Parties desire to amend the Lease to permit the extension of the Term of the Lease, restate the Rent, change the Tenant notice address, update the references to the Montgomery County Code, and state Tenant's right of first refusal to purchase the Property.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to the following changes and modifications to the Lease.

1. TERM EXTENSION: The Parties agree that the term extension (the "Term Extension") shall be ten (10) years to commence on December 1, 2009, and expire on November 30, 2019.

2. RENTAL ADJUSTMENT: The Parties agree that Tenant shall pay to Landlord a Base Rent commencing on December 1, 2009, in the amount of $490,000.00, payable in equal monthly installments of $40,833.33 for a triple net lease.

3. NOTICE ADDRESS: this Amendment shall reflect a change in Tenant notice address as follows:

Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

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

4. MONTGOMERY COUNTY CODE: The Parties understand that all references to the Montgomery County Code, 1994, as amended, are hereby updated to reflect the 2004 Montgomery County Code as adopted by the Montgomery County Council pursuant to Resolution No. 15-862.

5. TENANT'S RIGHT OF FIRST REFUSAL:

A. If at any time during the Lease Term Landlord determines to sell the Property, Landlord must first offer the right to purchase the Property to the Tenant at Fair Market Value in writing to the Tenant. Fair Market Value will be determined by an appraisal of the highest and best use of the Property by an MAI certified appraiser made at the time that notice is received by the Tenant as provided in this Paragraph. The Tenant shall pay for the appraisal. The Tenant must, not later than ninety (90) days after receiving the Landlord's written offer, send a fully executed contract to purchase the Property at Fair Market Value from the Landlord. Landlord shall be free to place the Property on the market for sale in the event (i) Tenant fails to deliver a purchase contract within the ninety (90) day period, or (ii) if Tenant notifies Landlord in writing that Tenant will not exercise its right to purchase the Property.

B. In the event that Landlord receives a bona fide written offer to purchase the Property from a third party, the Tenant shall have ninety (90) days after receipt of written notice from the Landlord offering to sell the Property to Tenant at the same terms and conditions as contained in such bona fide offer, to notify Landlord of Tenant's intent to purchase the Property. Landlord's offer to sell shall not be effective unless and until (i) Landlord gives written notice thereof to Tenant pursuant to Article 37 of the Lease, (ii) which written notice shall state the name and address of the proposed purchaser, and (iii) Landlord delivers to the Tenant a copy of the bona fide offer from proposed purchaser. Tenant shall have ninety (90) days from and after receipt thereof (the "Review Period") to decide whether or not to purchase the Property at such terms. The Parties understand that, during the Review Period, the Tenant shall conduct certain work activities that shall include, but will not be limited to, obtaining an independent real estate appraisal to confirm the proposed purchase price and seeking funding for the purchase of the Property. The Parties further understand that Tenant will utilize its best efforts while operating in good faith to provide an estimate to Landlord of whether or not it will pursue the purchase of the Property within thirty (30) days of entering the Review Period, such good faith estimate shall not be binding upon Tenant. If Tenant shall give notice of intent not to purchase or shall give no notice within the time herein stated, Landlord may accept such bona fide offer from proposed purchaser and proceed with the sale thereunder. If Tenant notifies Landlord that it elects to purchase the Property at such price, the Parties shall enter into a contract of purchase and sale.

5. Except as modified herein, all other terms and conditions of the Lease will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:
HARRY WILLIAMSON

Witness

By: _____

Date: 6/21/07

LANDLORD:
HELGA WILLIAMSON

Witness

By: _____

Date: 6/21/07

TENANT:
MONTGOMERY COUNTY, MARYLAND

Witness

By: _____

Name: Fariba Kassiri

Title: Assistant Chief Administrative Officer

Date: 7/2/07

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: _____

Date: 6/15/2007

RECOMMENDED BY:

By: _____

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 6/14/07