FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement made and executed this 22nd day of July, 2005, by and between Montgomery County, Maryland, a body corporate and politic (the "Landlord") and Montgomery County Revenue Authority (the "Tenant").

WHEREAS, the Landlord entered into a Lease Agreement with the Tenant dated February 2, 1999 (the "Lease") for approximately 1,480 square feet of space at the Executive Office Building, having an address of 101 Monroe Street, Rockville (the "Premises"); and

WHEREAS, the Lease Term expired on December 13, 2003; and

WHEREAS, the tenancy has continued on a month-to-month basis; and

WHEREAS, the Landlord and the Tenant desire to amend the Lease by adding an additional term of five (5) years to the Lease; and

WHEREAS, the Landlord and the Tenant mutually desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Unless otherwise set forth in this First Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. Term. Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph.

"The Lease Term shall hereby be extended by adding an additional term of five (5) years, commencing on July 1, 2005 and expiring, unless sooner terminated pursuant to the terms of the Lease, on June 30, 2010 (the "Additional Term"), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Additional Term."

3. Consideration. Section 4 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"The Tenant shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule during the Additional Term:

Lease Year	Annual	Monthly
July 1, 2005-June 30, 2006	$29,600.00	$2,466.67
July 1, 2006-June 30, 2007	$30,340.00	$2,528.33
July 1, 2007-June 30, 2008	$31,098.00	$2,591.50
July 1, 2008-June 30, 2009	$31, 875.45	$2,656.29
July 1, 2009-June 30, 2010	$32,672.34	$2,722.70

All payments are to be made in advance on the first day of each month during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of Public Works & Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be adjusted accordingly."

4. Non-Discrimination. Section 28 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"NON-DISCRIMINATION: The Tenant agrees to comply with the non-discrimination in employment policies in Landlord contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding employment discrimination. By signing this First Amendment to Lease Agreement, the Tenant assures the Landlord that in accordance with applicable law, it does not, and agrees that it will not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations."

5. Public Employment. Section 30 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"PUBLIC EMPLOYMENT: The Tenant understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment."

6. Mailing Notices. Section 31 of the Lease is hereby amended by deleting lines five (5) through eleven (11) in their entirety and adding the following in lieu thereof:

"TENANT:
Montgomery County Revenue Authority
101 Monroe Street, 4th Floor
Rockville, Maryland 20850

LANDLORD:
Montgomery County, Maryland
Department of Public Works
& Transportation, Office of Real
Estate, 101 Monroe Street, 10th Floor

Rockville, Maryland 20850

With a Copy Not To Constitute Notice To: Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850"

7. This First Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: Rebecca S. Domarek

LANDLORD:
MONTGOMERY COUNTY,
MARYLAND

By: Joseph F. Beach

Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 7/22/05

WITNESS:

By:

TENANT:
MONTGOMERY COUTY REVENUE
AUTHORITY

By:

Title: Executive Director

Date: 7/17/05

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen T. Brennan

Date: 7/8/2005

RECOMMENDED

By: Cynthia L. Brenneman

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 6/29/05