

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment") is made and entered into this 22 day of MARCH, 2002, by and between HESTER, INC. a/k/a ELDRIDGE, INC., a Delaware corporation ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic ("Tenant").

RECITALS:

A. Landlord's predecessor-in-interest, Rockville Center, Inc., and Tenant entered into a Lease Agreement dated February 12, 1997 (the "Lease"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord, approximately 91,650 square feet of rentable space (the "Original Premises") in a building located at 255 Rockville Pike, Rockville, Maryland (the "Building"). (The Building's address was previously 250 Hungerford Drive, Rockville, Maryland).

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, approximately 24,243 square feet of rentable area in the Building (the "Additional Premises"), which Additional Premises is more particularly described in Exhibit A hereto.

C. Landlord and Tenant desire to amend the Lease as more particularly set below.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties hereto, Landlord and Tenant hereby agree as follows:

1. Additional Premises - Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Additional Premises. Notwithstanding anything herein or in the Lease to the contrary, (a) Tenant is hereby leasing the Additional Premises in its "As-Is" condition, (b) Landlord shall have no obligation to make any alterations or improvements to the Additional Premises, and (c) Landlord shall have no obligation to provide Tenant with any construction allowance or improvement allowance.

2. Construction Manager - Landlord shall be the construction manager for the alterations and improvements that Tenant desires to be performed with respect to Tenant's initial occupancy of the Additional Premises (such alterations and improvements shall hereinafter collectively be referred to as the "Tenant Work"). It is agreed that Tenant Work specifically excludes any telecommunication or data work performed to the Additional Premises. Landlord shall (i) enter into any and all contracts with third parties performing the Tenant Work; and (ii) receive a fee, as additional rent, in an amount equal to five percent (5%) of all costs incurred in connection with the Tenant Work, including, without limitation, all hard costs, soft costs, architectural and engineering fees, costs of permits, attorneys fees, and consultant fees (such 5% fee shall hereinafter be referred to as the "Management Fee"). Prior to Landlord entering any contracts for the performance of the Tenant Work, Landlord and Tenant shall agree in writing on (x) the scope to be performed, (y) the total cost of the Tenant Work (which shall include Management Fee), and (z) a payment schedule whereby Tenant reimburses Landlord for the total cost of performing the Tenant Work, including the Management Fee.

3. Term - The term of the Lease with respect to the Additional Premises shall commence on March 1, 2002 (the "Additional Premises Commencement Date"), and shall be coterminous with the "Lease Term" (as defined in the Lease), with respect to the Original Premises.

4. Annual Rent - In addition to the annual rent (as defined in the Lease) with respect to the Original Premises, Tenant covenants and agrees to pay Landlord annual rent with respect to the Additional Premises (the "additional premises annual rent) as follows:

Period	<u>Additional Premises Minimum Annual Rent</u>	<u>Additional Premises Basic Monthly Rent</u>	<u>Rent Per Square Foot</u>
03/01/02 – 06/30/02		\$ 38,404.95	\$ 19.01
07/01/02 – 06/30/03	\$ 474,677.94	\$ 39,556.50	\$ 19.58
07/01/03 – 06/30/04	\$ 488,981.31	\$ 40,748.44	\$ 20.17
07/01/04 – 06/30/05	\$ 503,527.11	\$ 41,960.59	\$ 20.77
07/01/05 – 06/30/06	\$ 518,800.20	\$ 43,233.35	\$ 21.40
07/01/06 – 06/30/07	\$ 534,315.72	\$ 44,526.31	\$ 22.04
07/01/07 – 06/30/08	\$ 550,316.10	\$ 45,859.68	\$ 22.70
07/01/08 – 06/30/09	\$ 566,801.34	\$ 47,233.45	\$ 23.38
07/01/09 – 06/30/10	\$ 583,771.44	\$ 48,647.62	\$ 24.08 ³
07/01/10 – 06/30/11	\$ 601,226.40	\$ 50,102.20	\$ 24.80 ^{1.61}
07/01/11 – 06/30/12	\$ 618,196.50	\$ 51,516.38	\$ 25.20

5. Pro-Rata Share - From and after the Additional Premises Rent Commencement Date and continuing for the balance of the Term, Tenant's "pro-rata share" (as defined in the Lease) for (a) increases in "Real Estate Taxes" (as defined in the Lease) shall be increased from 64.10% to 80.50%, and (b) for increases in "Operating Expenses" (as defined in the Lease) shall be increased from 78% to 89.35%.

6. Parking - In addition to the parking provided in Paragraph 9 of the Lease, Tenant shall have the right to purchase up to sixty (60) additional parking spaces (the "Additional Parking Spaces") for the same monthly fee and on the same terms and conditions as in Paragraph 9 of the Lease (i.e., the monthly fee per parking space for such Additional Parking Spaces shall increase at the same times and by the same amounts that the original parking spaces leased by Tenant increase under Paragraph 9 of the Lease).

7. Definitions - All capitalized terms that are not defined in this Amendment shall have the meanings ascribed to such terms in the Lease.

8. Governing Document - Except as modified by this Amendment, the Lease shall remain in full force in accordance with its terms. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern and control.

9. Incorporation of Recitals - The recitals set forth above are incorporated in and made a part of this Amendment.

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

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESS/ATTEST:

By: Carol Thimer

Title: _____

LANDLORD:

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

By: [Signature]

Name: Donald J. Potoczni Jr

Title: Vice President

WITNESS:

By: Rebecca S. Domaruk

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: [Signature]

Name: William M. Mooney, Jr

Title: ACAD

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen S. Brasner

Date: 2/8/2002

RECOMMENDED

By: [Signature]
J. Ronald Smith, Chief
Facilities Services Section

Date: 3/5/02