THIRD LEASE AMENDMENT

This Third Lease Amendment (the "Third Amendment") is made and entered into as of this the day of October, 2010, by and between PIEDMONT OPERATING PARTNERSHIP, LP, a Delaware limited partnership ("Landlord") and HYDROGEOLOGIC, INC., a Delaware corporation ("Tenant").

WHEREAS, Landlord and Tenant entered into a Deed of Lease dated March 14, 2007, as amended by a First Lease Amendment dated April 12, 2007, and a Second Lease Amendment dated July 20[†], 2010 (the "Second Amendment", together with the Deed of Lease and First Lease Amendment, the "Lease"), under which Tenant leases approximately 30,533 rentable square feet of space on the third and fourth floors (the "Premises") in the office building located at 11107 Sunset Hills Road, Reston, Virginia (the "Building"); and

WHEREAS, the Lease is scheduled to expire on July 31, 2019 (the "Lease Expiration Date"); and

° WHEREAS, Landlord and Tenant erroneously defined "Expansion Premises Commencement Date" in the Second Amendment; and

WHEREAS, Landlord and Tenant wish, among other matters, to amend the Lease to correct the definition of the Expansion Premises Commencement Date, all on the terms hereinafter contained.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. <u>Definition of Expansion Premises Commencement Date</u>. Effective as of the date of the full execution of the Second Amendment (the "Delivery Date"), the Expansion Premises Commencement Date shall mean the date of the substantial completion of Tenant's Work within the Expansion Premises.
- 2. <u>Tenant's Possession of the Expansion Premises</u>. Tenant was delivered possession of the Expansion Premises as of the Delivery Date solely for the purpose of completing the Tenant's Work. The parties hereby acknowledges and agree that all terms and conditions of the Lease shall apply to Tenant's possession of the Expansion Premises from the Delivery Date until the Expansion Premises Commencement Date, except for any obligation to pay rent for the Expansion Premises.
- 3. <u>Brokers</u>. Tenant warrants that it has had no dealings with any agent or broker in connection with the negotiation or execution of this Third Amendment. Tenant agrees to indemnify Landlord against all costs, expenses, attorney's fees or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same by, through or under Tenant.

- 4. <u>Defined Terms</u>. Except as otherwise expressly provided herein, all defined terms shall have the same meaning as provided in the Lease.
- 5. <u>Headings</u>. Headings contained in this Third Amendment are for convenience only and are not substantive to the provisions of this Third Amendment.
- 6. <u>Lease Terms Ratified</u>. Except as otherwise expressly provided herein, and unless inconsistent with the terms hereof, all other terms, conditions and covenants of the Lease are hereby ratified and confirmed. Tenant certifies to Landlord that the Lease is in full force and effect, that Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, would constitute a Landlord default under the Lease.

IN WITNESS WHEREOF, the parties have executed this Third Amendment by affixing their hands and seals as of the date noted above.

LANDLORD:

PIEDMONT OPERATING PARTNERSHIP, LP, a Delaware limited partnership

By: Piedmont Office Realty Trust, Inc., a Maryland corporation, its sole General Partner

By:	Georgewill
Name:	George M. Wells
Title:	Senior Vice President

TENANT:

HYDROGEOLOGIC, INC., a Delaware corporation

Ву:	On DRage	
Name:	Bruce D. Rappaport, PH.D	
Its:	Vice President	
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