

MAY 29 2007

LEASE EXTENSION AND AMENDMENT

THIS LEASE EXTENSION AND AMENDMENT (this "Amendment") is made as of May<sup>29</sup>, 2007, by and among ROSSMOOR-IDI COMMERCIAL CENTER ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Landlord"), and MONTGOMERY COUNTY, MARYLAND, t/a MONTGOMERY DEPARTMENT OF LIQUOR CONTROL - LEISUREWORLD STORE (the "Tenant").

WITNESSETH

R-1. Landlord and Tenant entered into a certain Lease Agreement dated April 21, 1992, as amended by that certain First Amendment to Lease dated July 18, 1997 (collectively, the "Original Lease"), pursuant to which Tenant leased from Landlord and Landlord leased to Tenant, certain premises consisting of approximately 4,000 square feet (the "Leased Premises") located at Leisureworld Plaza Shopping Center, Georgia Avenue and Rossmoor Boulevard, Silver Spring, Maryland (the "Shopping Center").

R-2 The term of the Original Lease shall expire on March 31, 2007 and the parties desire to extend the term of the Original Lease in accordance with the provisions set forth in this Amendment.

R-3 Landlord and Tenant have agreed to amend certain provisions of the Original Lease, all as provided in this Agreement. The Original Lease as amended hereby shall be hereinafter referred to as the "Lease".

AGREEMENT

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

2. Extension of Term. Article I, Section B of the Original Lease is hereby amended to reflect that the term of the Original Lease is hereby extended for a period of five (5) years (the "Extended Term"), commencing on April 1, 2007 and expiring on March 31, 2012, upon the same terms, covenants and conditions as are set forth in the Original Lease except that Fixed Annual Minimum Rent during the Extended Term and the Option Term shall be as provided in Paragraph 4 below.

3. Option to Renew. Provided at the time of exercise Tenant is not in default under any of its obligations under the Lease, beyond any applicable notice and cure periods, then Tenant shall have the option to renew the Lease for one (1) period of five (5) years, commencing at the expiration of the Extended Term (the "Option Term"). The option must be exercised by Tenant and received by Landlord at least three hundred sixty (360) days prior to the expiration of the Extended Term by written notice sent by certified mail to Landlord at Landlord's address set forth below (the "Option term Exercise Notice"). All of the terms and conditions of the Lease shall remain in full force and effect during the Option Term. Fixed Annual Minimum Rent during the Option Term shall be as provided in Paragraph 4 below. Other than as set forth in this Amendment there are no other options to extend the term of the Lease.

4. Fixed Annual Minimum Rent. Notwithstanding any contrary provision of the Lease, Article II, Section 2 of the Original Lease is hereby revised to provide that during the first (1<sup>st</sup>) Lease Year of the Extended Term the Fixed Annual Minimum Rent payable by Tenant shall be One Hundred Sixty-Eight Thousand Dollars (\$168,000) payable in equal and successive monthly installments of Fourteen Thousand Dollars (\$14,000) each. Commencing on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) Lease Year of the Extended Term and continuing on the first day of each and every Lease Year of the Extended Term thereafter, the Fixed Annual Minimum Rent shall increase from one Lease Year to the next succeeding Lease Year to One Hundred Three percent (103%) of the Fixed Annual Minimum Rent due in the immediate preceding Lease Year.

The Fixed Annual Minimum Rent for the Option Term shall be at the market rate for tenants at the Shopping Center, as determined by Landlord in its sole reasonable discretion, notwithstanding any vacancy factors or new tenant fix-up costs, and otherwise assuming a stable rental market for such space; provided that the Fixed Annual Minimum Rent for the first (1<sup>st</sup>) Lease Year of the Option Term shall in no event be less than the Fixed Annual Minimum Rent for the Lease Year immediately preceding the first (1<sup>st</sup>) Lease Year of the Option Term. Rental payments due under the Lease shall continue to be paid in the intervals and manner required under the Lease. Upon written request to Landlord prior to the Option Term Exercise Notice, Tenant has the right to request that market rate determination for the Fixed Annual

Minimum Rent for the Option Term and Landlord agrees to provide such information to Tenant within thirty (30) days of written request therefore. If Tenant is delayed in requesting such information, it shall in no event delay the date upon which it must give Landlord the Option Term Exercise Notice as set forth above.

5. Late Fee. In the event an installment of Fixed Annual Minimum Rent or any additional rent payable under the Lease, as amended hereby, is not paid within ten (10) days of its due date, Landlord, at its sole option, may assess a late charge equal to five percent (5%) of the delinquent payments then due as compensation for the additional administrative charges incurred by Landlord as a result of such late payment. Landlord agrees that such late charge shall not be assessed the first two (2) times in any calendar year that the Tenant fails to pay the Fixed Annual rent within ten (10) days of its due date. On the third and any subsequent failure by the Tenant to pay its Fixed Annual rent on the due date, the Landlord shall have the right to assess such late charge provided herein.

6. Ratification of Lease/Conflict. All terms and conditions of the Lease are hereby ratified and affirmed, as modified by this Amendment. To the extent there is any inconsistency between the Lease and this Amendment, the provisions of this Amendment control.

7. Tenant's Representations. Tenant hereby represents and warrants to Landlord that as of the date hereof: (a) the Lease is in full force and effect; (b) Tenant is presently in possession of the Leased Premises and is paying the rentals due under the Lease; (d) the Lease has not been modified, supplemented or amended in any way, except as may be indicated in the recitals set forth above; (e) Landlord is not in default under the Lease; and (f) to the best of Tenant's knowledge as of the date of this Amendment, Tenant is not aware of any actionable defenses, claims or set-offs under the Lease against rents or charges due or to become due thereunder.

8. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication. Notices given by counsel for any party hereto to any other party shall be deemed effective, as if given by such party.

To Landlord: c/o IDI Commercial  
14901 Pennfield Circle  
Silver Spring, Maryland 20906  
Attn: Mr. Norman M. Dreyfuss  
Phone No: 301-598-2100  
Fax No: 301-598-8950

With a copy to: Holland & Knight LLP  
2099 Pennsylvania Avenue, NW  
Suite 100  
Washington, DC 20006  
Attention: Janis B. Schiff, Esquire  
Phone No.: (202) 862-5994  
Fax No.: (202) 955-5564

To Tenant: Montgomery County, Maryland  
Department of Liquor Control  
16650 Crabbs Branch Way  
Rockville, MD 20855  
Attn: Director

With a copy to: Montgomery County, Maryland 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 a notice:

Office of the County Attorney for Montgomery County  
Maryland  
101 Monroe Street, 3rd Floor  
Rockville, Maryland 20850  
Attn: County Attorney

9. No Waiver. Tenant hereby acknowledges that Landlord's execution of this Amendment shall not (a) constitute a waiver of any of Landlord's rights and remedies under the Lease or at law with respect to the Tenant's obligations under the Lease and (b) be construed as a bar to any subsequent enforcement of any of Landlord's rights or remedies against Tenant.

10. Capitalized Terms. All capitalized terms in this Amendment shall have the same meanings as in the Lease unless expressly provided otherwise herein.

11. Contingency. This Amendment is contingent upon its execution by the parties hereto.

12. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Maryland.

13. Binding Nature. This Amendment shall be binding upon and inure to the benefit of Landlord, the Tenant, and their heirs, personal representatives, successors and assigns. The parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said parties. The parties hereto agree and understand that this Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

14. No Broker. The parties represent and warrant to each other that there is no agent, broker, or finder involved, with this Amendment or entitled to a commission in connection with this transaction and the parties agree to indemnify and hold each other harmless in connection with any breach of the foregoing warranty.

15. Counterparts. This Amendment may be executed in any number of counterparts and shall be effective and binding on the parties when all signatories have each fully executed a counterpart and returned a copy to the other party, notwithstanding that the signatories may have executed different counterparts. Counterparts may be compiled, duplicate pages discarded and the remainder assembled as a complete document binding on the parties.

16. Time is of the Essence. Time is of the essence with respect to each and every obligation arising under this Amendment and the Lease.

SIGNATURE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed under seal as of the date first above written.

WITNESS:

*Cora Hester*

WITNESS:

*Debbie Richards*

LANDLORD:

**ROSSMOOR-IDI COMMERCIAL CENTER  
ASSOCIATES LIMITED PARTNERSHIP**, a Maryland  
limited partnership

By: Cecchi, Inc., its general partner

By: *[Signature]* (Seal)  
Norman M. Dreyfuss  
Authorized Agent

TENANT:

**MONTGOMERY COUNTY, MARYLAND**

By: *[Signature]*  
Timothy L. Firestine  
Chief Administrative Officer  
Date: 6/19/2007

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

RECOMMENDED

By: *Sileen J. Brennan*  
Associate County Attorney

By: *Cynthia Brennan*  
Cynthia Brennan, Director  
Office of Real Estate

Date: 5/16/2007

Date: 5/3/07