

THIRD LEASE EXTENSION AND AMENDMENT

THIS THIRD LEASE EXTENSION AND AMENDMENT (this "Amendment") is made as of this ~~21~~ ²⁷ day of ~~December~~ ^{January}, 2017 (the "Effective Date"), by and between ROSSMOOR-IDI COMMERCIAL CENTER ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, t/a MONTGOMERY DEPARTMENT OF LIQUOR CONTROL - LEISUREWORLD STORE (the "Tenant") (the Landlord and Tenant together the "Parties").

RECITALS:

R-1. Landlord and Tenant entered into that certain Lease Agreement dated April 21, 1992, as amended by that certain 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 located at 3824-26 International Drive, Silver Spring, Maryland 20906 (the "Premises"), which are located in the shopping center commonly known as Leisureworld Plaza Shopping Center (the "Shopping Center").

R-2. The Original Lease was amended by that certain Lease Extension and Amendment dated March 1, 2007 (the "First Extension" and together with the Original Lease, the "Lease").

R-3. The term of the Lease shall expire on March 31, 2012 and the parties desire to extend the term of the Lease in accordance with the provisions set forth in this Amendment.

R-4. Landlord and Tenant have agreed to amend certain provisions of the Lease, all as provided in this Amendment. The Lease as amended hereby shall be hereinafter referred to as the "Lease".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by reference, as well as other good and valuable consideration, receipt of which is hereby acknowledged, along with the covenants, warranties and agreements contained herein, the parties hereby covenant and 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.** Upon the Effective Date, the Lease is hereby amended to provide that the Term of the Lease is hereby extended for a period of ten (10) years from the scheduled expiration date under the First Extension, April 1, 2012 ("Lease Extension Commencement Date"), of this Amendment and ending on March 31, 2022 ("Third Extended Term"), upon the same terms, covenants and conditions as are set forth in the Original Lease, except that Fixed Annual Minimum Rent during the Third Extended Term shall be as provided in paragraph 3 below.

3. **Fixed Annual Rent.** Notwithstanding any provision to the contrary contained in Article II, Section 2 of the Original Lease, paragraph 3 of the First Amendment and paragraph 4 of the First Extension, Fixed Annual Rent payable by Tenant to Landlord during the Third Extended Term shall be as follows:

Period from/to	PSF	Base Rent (Annualized)	Payable In Equal Monthly Installments of
Effective Date - March 31, 2012	\$47.27	\$189,085.47	\$15,757.12
April 1, 2012 - June 30, 2012	\$40.00	\$160,000.00	\$13,333.33
July 1, 2012 - June 30, 2013	\$13.33	\$ 53,334.00	\$ 4,444.50
July 1, 2013 - March 31, 2017	\$40.00	\$160,000.00	\$13,333.33
April 1, 2017 - March 31, 2022	\$44.00	\$176,000.00	\$14,666.67

4. **Broker.** The Parties represent and warrant to each other that, other than Jones Lang LaSalle Brokerage Inc. (the "Broker"), there is no agent, broker, or finder involved with this Amendment 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. Landlord shall pay Broker a real estate brokerage commission in the amount of Forty-Eight Thousand Six Hundred Eighteen and 16/00 Dollars (\$48,618.16), which is determined by multiplying the Fixed Rent during the Third Extended Term, including all escalations and rent abatements, by three percent (3%). Such commission shall be due and payable on the Lease Extension Commencement Date.



5. Landlord's Work/ Tenant Allowance. Except as otherwise expressly provided in this Amendment, Tenant shall lease the Premises for the Third Extended Term in its then "as-is" condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements or, to provide any allowance for same. Tenant acknowledges that Landlord has not made any representation or warranty and expressly disclaims any such representation or warranty (express or implied) with respect to the condition of the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose. Tenant shall be responsible for tenant improvements or modifications of the Premises during the Third Extended Term. Tenant agrees and acknowledges that any tenant improvements or modifications shall be financed solely by Tenant, through the partial abatement of Fixed Rent from the period of July 1, 2012 through June 30, 2013 or other Montgomery County resources.

6. 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
10100 Lloyd Road 14901 ~~Pennfield Circle~~
Potomac, MD 20854 Silver Spring, MD 20906
Attn: Norman M. Dreyfuss
Phone No: _____
Fax No: _____

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

To Tenant: c/o Montgomery County
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, MD 20850
Attn: Director of Real Estate
Phone No.: 240-777-6001

With a copy to that does not constitute notice:
Office of the County Attorney for Montgomery County,
Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

7. 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.

8. Tenant's Representations. Tenant hereby represents and warrants to Landlord that as of the Effective Date, the Lease is in full force and effect. Tenant is presently in possession of the Premises, and is paying the rentals due under the Lease. The Lease has not been modified, supplemented or amended in any way, except as set forth in this Amendment. To the best of Tenant's knowledge, as of the date of this Amendment, The Landlord is not in default under the Lease. 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.

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

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

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, 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. Entire Agreement. This Amendment, together with the Lease, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions, understandings, agreements and negotiations between the Parties hereto. This Amendment and the Lease may be modified only by a written instrument duly executed by the Parties hereto.

17. 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 PAGE FOLLOWS]



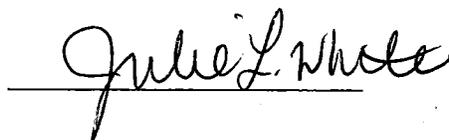
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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed under seal as of the date first above written.

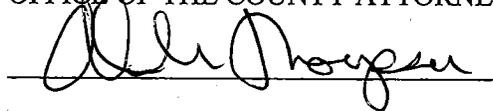
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WITNESS:



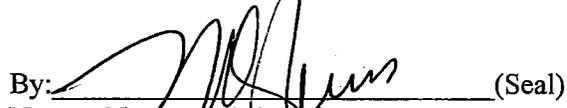
APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY



LANDLORD:

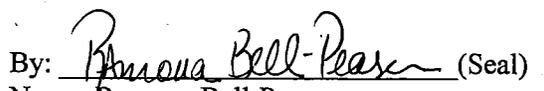
**ROSSMOOR-IDI COMMERCIAL
CENTER ASSOCIATES LIMITED
PARTNERSHIP**, a Maryland limited
partnership

By: CECCHI, INC., its general partner

By:  (Seal)
Name: Norman M. Dreyfuss
Authorized Officer

TENANT:

MONTGOMERY COUNTY, MARYLAND

By:  (Seal)
Name: Ramona Bell-Pearson
Title: Assistant Chief Administrative Officer

RECOMMENDED

 12/22/11
Cynthia Brenneman
Director of Real Estate