

FOURTH LEASE AMENDMENT AND EXPANSION OF THE PREMISES

THIS FOURTH LEASE AMENDMENT AND EXPANSION OF THE PREMISES ("Fourth Amendment") is made as of this 2nd day of May, 2014 ("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 ("Tenant").

RECITALS:

R-1. Landlord and Tenant entered into that certain Lease Agreement dated April 21, 1992 ("Original Lease"), as amended by that certain First Amendment to Lease dated July 18, 1997 ("First Amendment"), as amended by that certain Letter Agreement extending the Lease dated October 22, 2001 ("Extension Letter"), as amended by that certain Lease Extension and Amendment dated March 1, 2007 (the "Extension Amendment") and as amended by that certain Third Lease Extension and Amendment dated January 27, 2012 (the "Third Amendment"), pursuant to which Tenant leases from Landlord and Landlord leases to Tenant, certain premises consisting of approximately 4,000 square feet commonly known as Spaces #14 and #15 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, as amended by the First Amendment, the Extension Letter, the Extension Amendment and the Third Amendment are hereinafter referred to as the "Current Lease" and the Current Lease, as amended by this Fourth Amendment, is hereinafter referred to as the "Lease").

R-3. The Term of the Lease is scheduled to expire on March 31, 2022 (the "Lease Expiration Date").

R-4. Landlord and Tenant desire to amend the Lease to among other things, extend the Term of the Lease and to expand the Premises to include the Expansion Space (as hereafter defined), on the terms and conditions set forth herein, all as provided in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and, 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 Fourth Amendment to the same extent as if set forth herein in full.

2. Term. The Term of the Lease shall hereby be extended until March 31, 2024; and, accordingly, March 31, 2024 shall hereinafter be the Lease Expiration Date. Landlord and Tenant agree and acknowledge that Tenant shall have no further option to renew or extend the Term of the Lease.

3. Expansion Premises.

(a) From and after the Expansion Commencement Date (as hereinafter defined), the Premises shall hereby be expanded to include, in addition to such space heretofore comprising the Premises (the "Original Premises"), that certain additional space consisting of approximately two thousand (2,000) square feet, located immediately adjacent to the Premises commonly known as Space #16, as more particularly set forth on Exhibit A attached hereto and incorporated herein (the "Expansion Space"); and, accordingly, for purposes of the Lease, as of the Expansion Commencement Date, the entire Premises shall consist of approximately six thousand (6,000) square feet. As of the Expansion Commencement Date, the Expansion Space will be part of the Premises, and, except as otherwise set forth herein, all terms and conditions of the Lease applicable to the Premises shall apply to the Expansion Space.

(b) On or prior to the Expansion Commencement Date, Landlord shall substantially complete all items of Landlord's Work set forth in Exhibit B attached hereto in and to the Expansion Space in a good and workmanlike manner in accordance with applicable laws. It is understood and agreed that, other than as expressly set forth in Exhibit B, below, Landlord will not make, and is under no obligation to make any structural or other alterations, decorations, additions or improvements in or to the Expansion Space (or the Original Premises). If Landlord Work (as defined in Exhibit B) includes any work in the Original Premises, Landlord shall have access to the Original Premises to perform the Landlord Work. Tenant acknowledges and agrees that the Landlord Work in or to the Original Premises will be performed while Tenant continues to operate in the Original Premises and that Tenant shall cooperate with Landlord in the performance of the Landlord Work and the Rent on the Original Premises shall not be adjusted as a result thereof (other than as expressly set forth in this Fourth Amendment), including during

provisions of Section 14 of the Current Lease and the remedies therein provided, but shall be deemed to be an additional remedy. Nothing contained in this Section 6 shall be construed to relieve Tenant of its obligation to pay (i) Fixed Annual Rent attributable to the Premises, (ii) Tenant's Proportionate Share of Landlord's gross cost of operating and maintaining the common areas and facilities of the Shopping Center and real estate taxes attributable to the Original Premises, or (iii) any other amounts due under the Lease.

7. Proportionate Share. Until the expiration or earlier termination of the Abatement Period, "Tenant's proportionate share" (as such term is defined in Section 3 of the Original Lease) shall continue to be calculated as set forth in the Current Lease based upon the rentable area of the Original Premises (excluding the Expansion Space) (i.e. 4,000 square feet), and from and after date on which the Abatement Period expires or is earlier terminated in accordance with Section 6 hereof, "Tenant's Proportionate Share" shall be calculated as set forth in the Lease, but such calculation of "Tenant's Proportionate Share" shall be based upon the entire Premises (including the Expansion Space) (i.e. 6,000 square feet).

8. Signage; Signage Contingency.

(a) Subject to applicable county or local sign regulations and Landlord's prior approval, Tenant shall be permitted to install at its cost and expense, one (1) illuminated sign bearing Tenant's prototypical national signage on the exterior western facing of the sign band and one (1) illuminated sign bearing Tenant's prototypical national signage on the exterior southern facing of the sign band outside Premises ("Tenant's Signage") in accordance with Landlord's sign criteria attached to the Original Lease. Tenant's signs shall in no way diminish the rights or ability of other tenants in the Shopping Center to maintain or erect signs identifying their businesses.

(b) If a sign permit is required, no later than five (5) days after the Effective Date, Tenant shall submit its application(s) to the applicable governmental authorities to obtain the required permit to install Tenant's Signage (the "Sign Permit") and thereafter shall "diligently pursue" the obtainment of the Sign Permit. Tenant shall be deemed to have "diligently pursued" the Sign Permit for purposes of this Lease, so long as: (1) Tenant submits Tenant's elevations for Tenant's Signage to Landlord on or before the Effective Date, (2) Tenant submits its application for the Sign Permit to the applicable governmental authorities within fifteen (15) days of the Effective Date and thereafter uses commercially reasonable efforts to cause Tenant's Signage to comply with applicable laws, codes and ordinances and (3) Tenant is acting in good faith, diligently pursuing the issuance of the Sign Permit, including paying all fees and charges, providing all requested information and data to the governmental agencies in a timely manner, responding to any questions or comments from the governmental authorities in a timely manner, and otherwise cooperating with the governmental agencies in an expeditious manner (subsections (1) through (3) are referred to herein as the "Permit Conditions").

(c) Notwithstanding anything to the contrary, in the event that Tenant is unable to obtain its permit for Tenant's Signage within sixty (60) days of the Effective Date ("Signage Permit Deadline") and Tenant has diligently pursued the Sign Permit in accordance with this Section 8, Tenant shall be permitted to terminate this Fourth Amendment by providing Landlord with written notice of Tenant's election to terminate the Fourth Amendment and all terms and conditions contained herein shall be null and void and of no further effect effective fifteen (15) days after Landlord's receipt of such notice ("Tenant's Signage Contingency"). In the event of a termination of this Fourth Amendment pursuant to this Section 8(c), the Current Lease shall remain in full force and effect and only the provisions of this Fourth Amendment shall be null and void. Landlord shall not be obligated to commence Landlord's Work until the earlier of the date on which Tenant: (i) obtains the Sign Permit, or (ii) Tenant waives Tenant's Signage Contingency by delivering written notice of such waiver to Landlord.

Notwithstanding any provision to the contrary contained herein, in the event that Tenant complies with the Permit Conditions, but the Sign Permit is not issued by the Signage Permit Deadline, then Tenant will provide Landlord of notice of such failure, and Landlord, may, but shall have no obligation to attempt to assist Tenant in obtaining the Sign Permit, at Tenant's reasonable cost and expense, for a period of sixty (60) days after Landlord receives such notice from Tenant. If Tenant does not waive the Signage Contingency and neither Landlord nor Tenant is able to obtain the permit for Tenant's Signage within sixty (60) days after the Signage Permit Deadline, then either party shall have the right to terminate this Lease by upon ten (10) days prior written notice to the other party (the "Permit Termination Notice"), provided, however, any right to terminate the Lease pursuant to this Section and the Permit Termination Notice (if given) shall automatically be deemed waived, null and void upon the issuance of the permit for Tenant's Signage or if the permit is issued during the sixty (60)-day period while Landlord is pursuing the permit for Tenant's Signage.

9. Broker. The parties represent and warrant to each other that, other than Jones Lang LaSalle Brokerage Inc. (the "Tenant's Broker") and Rappaport Management Company ("Landlord's Broker"), there is no agent, broker, or finder involved with this Fourth Amendment entitled to a commission in connection with this transaction, and the parties agree to indemnify and hold each other

the period Landlord is performing such work and any disturbance shall not constitute a constructive eviction.

(c) As used herein, the term "Expansion Commencement Date" shall mean the date that Landlord delivers the Expansion Space to Tenant with the Landlord Work therein (expressly excluding any Landlord Work in the Original Premises) substantially complete (hereinafter defined). For purposes of this Fourth Amendment, the Expansion Space shall be deemed "substantially completed" when all items of Landlord Work have been completed subject only to minor punch list items of work which do not substantially interfere with Tenant's permitted use of the Expansion Space. Landlord estimates that the Expansion Commencement Date shall occur on or before the date which is thirty (30) days after the Effective Date.

(d) Within thirty (30) days after the Expansion Commencement Date, Landlord and Tenant shall execute and deliver a certificate certifying the Expansion Commencement date, the square footage of the Expansion Space, as confirmed by Landlord's architect, and the Fixed Annual Rent for the remainder of the Term, which shall be adjusted in accordance with the certified square footage of the Expansion Space. Tenant shall execute such certificate within ten (10) business days after the certificate is provided to Tenant by Landlord.

4. Landlord Work. Except for the Landlord Work as set forth in Exhibit B of this Fourth Amendment, Tenant shall lease the Expansion Space 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 Expansion Space, the Original Premises or the Shopping Center or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose. Other than the Landlord Work, Tenant shall be responsible for any tenant improvements or modifications of the Expansion Space and the Original Premises. Tenant agrees and acknowledges that any tenant improvements or modifications (other than Landlord's Work) shall be financed solely by Tenant, through the Rent Abatement (as described in Section 6) or other Montgomery County resources. No later than ten (10) days after the Expansion Commencement Date, Tenant shall open for business in the Expansion Space for the Permitted Use and shall continuously operate its business in the Premises in accordance with the terms of the Lease.

5. Fixed Annual Rent. Until the Expansion Commencement Date, Fixed Annual Rent shall continue to be paid as set forth in the Current Lease (i.e. the amount which is equal to Forty and 00/100 Dollars (\$40.00) multiplied by the square footage of the Original Premises) and no Fixed Annual Rent shall be payable by Tenant for the Expansion Space. From and after the Expansion Commencement Date ("ECD"), subject to the Rent Abatement (as described in Section 6 herein), the Fixed Annual Rent payable for the Premises (including the Expansion Space), shall be as follows:

Original Premises:

Period from/to	PSF	Square Footage	Per Annum	Per Month
ECD - March 31, 2019	\$40.00	4,000sf	\$160,000.00*	\$13,333.33*
April 1, 2019 - March 31, 2024	\$44.00	4,000sf	\$176,000.00*	\$14,666.67*

Expansion Space:

Period from/to	PSF	Square Footage	Per Annum	Per Month
ECD - March 31, 2019	\$37.00	2,000sf	\$74,000.00*	\$6,166.67*
April 1, 2019 - March 31, 2024	\$40.70	2,000sf	\$81,400.00*	\$6,783.33*

*Subject to the adjustment described in Section 3(c).

6. Rent Abatement. Notwithstanding anything to the contrary contained in Section 5 above, during the period commencing on the Expansion Commencement Date and ending on December 31, 2014 (the "Abatement Period"), unless earlier terminated in accordance with the provisions of this Section 6, monthly installments of Fixed Rent otherwise due and payable by Tenant, attributable to the Expansion Space only (i.e. \$6,166.67 per month) shall be abated (the "Rent Abatement"). Notwithstanding the foregoing, in the event that Tenant is in default under the Lease at any time during the Abatement Period beyond any applicable notice and cure period, the Rent Abatement shall immediately become null and void, the Abatement Period shall be deemed to have expired as of the date of such default and Fixed Rent shall immediately become due and payable by Tenant to Landlord as of the date of such default. The provisions of this Section 6 shall neither be deemed to be a limitation of nor an alternative to the

harmless in connection with any breach of the foregoing warranty. Landlord shall pay Landlord's Broker and Tenant's Broker each a real estate brokerage commission pursuant to a separate agreement.

10. Notices. Landlord and Tenant hereby agree that Section 27 of the Original Lease is hereby revised to provide that notices to Landlord shall be sent to the following address:

c/o Lerner Corporation
2000 Tower Oaks Blvd.
8th Floor
Rockville, MD 20852-4208
Attn: Scott Mead

with a copy to:
IDI MD, Inc.
1700 N. Moore Street, Suite 2020
Arlington, VA 22209
Attn: Enrico Cecchi

With a copy to:

IDI MD, Inc.
10100 Lloyd Road
Potomac, MD 20854
Attn: Norman Dreyfuss

and with a copy to:

Holland & Knight, LLP
800 17th Street, NW, Suite 1100
Washington, D.C. 20006
Attn: Janis B. Schiff, Esq.

11. Non Appropriation. Landlord acknowledges that the Tenant has appropriated funds only for payment of rent for the period of the Effective Commencement Date through March 31, 2015. Landlord further acknowledges and agrees that the Tenant's obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the Tenant. The term Tenant, as used herein, includes the County Executive, the County Council, and all County employees and agents of the Tenant. The Tenant makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the Tenant's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim for unpaid rent or other damages, of any kind or nature whatsoever, against the Tenant if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the Tenant to appropriate funds.

If the Tenant, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

The Tenant's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the Tenant's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The Tenant shall give the Landlord notice, in writing, seven (7) business days after the Tenant makes a final decision not to appropriate funds sufficient for the Tenant to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the Tenant has appropriated funds sufficient to pay rent and will state the date by which the Tenant will vacate the Premises. If Tenant does not appropriate funds for this Lease, Tenant shall give Landlord no less than thirty (30) days written notice of the non-appropriation and this Lease shall terminate on July 1 of the calendar year in which Tenant does not appropriate funds.

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

13. 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 Fourth Amendment. To the best of Tenant's knowledge, as of the date of this

Fourth Amendment, the Landlord is not in default under the Lease. To the best of Tenant's knowledge, as of the date of this Fourth 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.

14. No Waiver. Tenant hereby acknowledges that Landlord's execution of this Fourth 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.

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

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

17. Binding Nature. This Fourth 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 Fourth Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

18. Entire Agreement. This Fourth 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 Fourth Amendment and the Lease may be modified only by a written instrument duly executed by the parties hereto.

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

[SIGNATURE PAGE FOLLOWS]

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

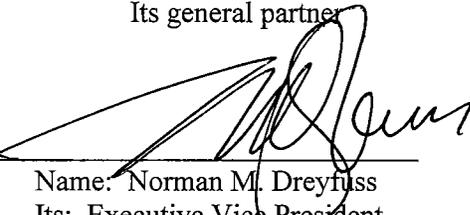
WITNESS:

LANDLORD:

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

By: IDI-Commercial Center Associates Limited Partnership, a Maryland limited partnership, Its general partner

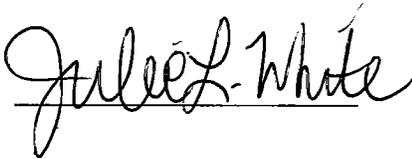
By: CECCHI, INC., a Virginia corporation, Its general partner

By: 
Name: Norman M. Dreyfuss
Its: Executive Vice President

WITNESS:

TENANT:

MONTGOMERY COUNTY, MARYLAND

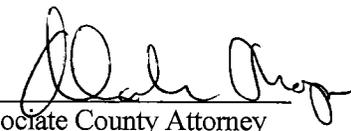


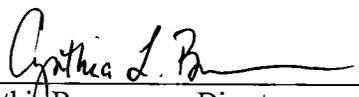
By: 
Ramona Bell-Pearson, Assistant Chief Administrative Officer

APPROVED AS TO FORM AND LEGALITY

RECOMMENDED

OFFICE OF THE COUNTY ATTORNEY

By: 
Associate County Attorney

By: 
Cynthia Brenneman, Director Office of Real Estate

Date: 4/11/14

Date: 4/10/14

Exhibit A
Expansion Space

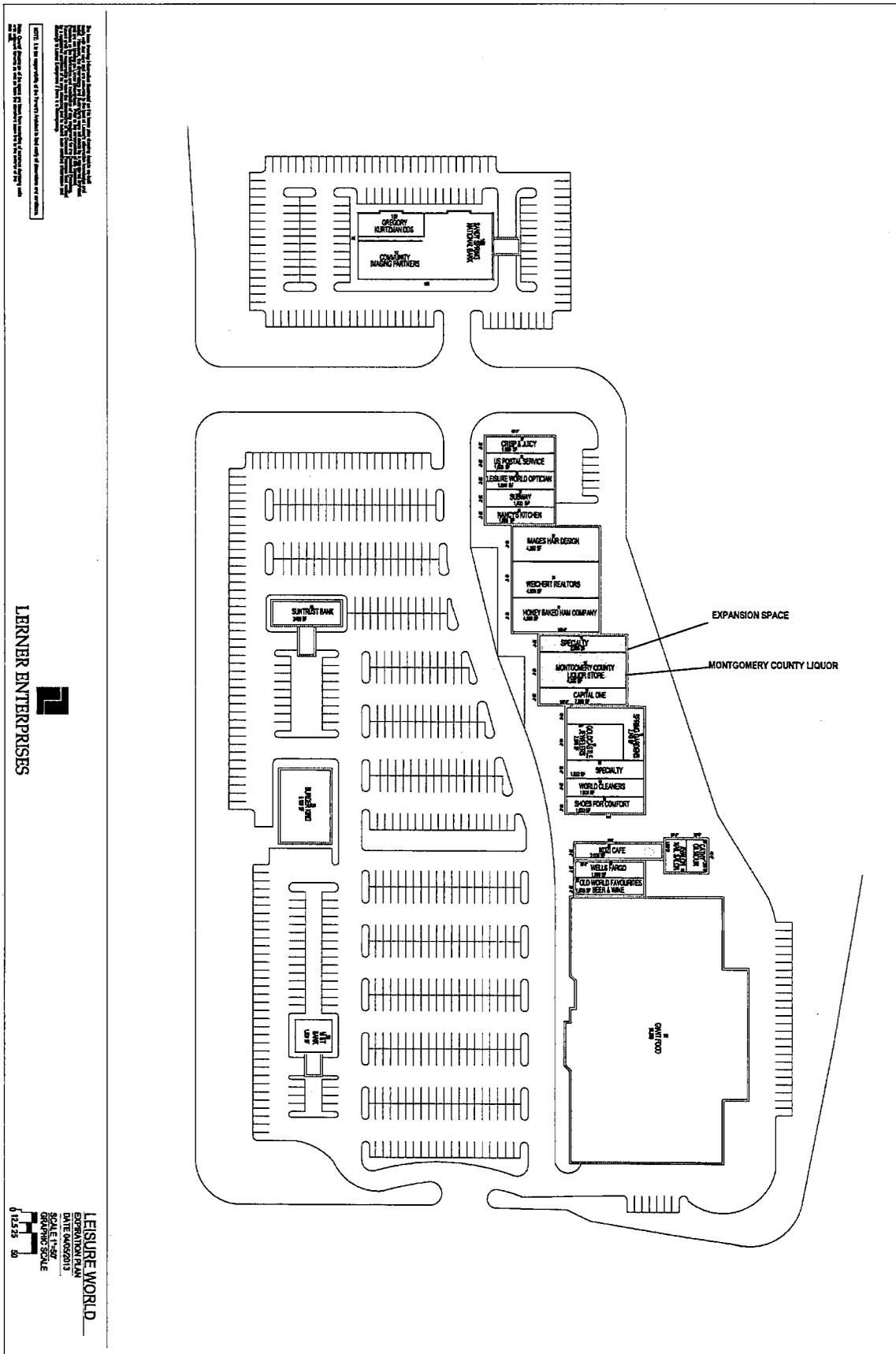


Exhibit B

Landlord's Work

Landlord shall perform the following items of work in the Expansion Space, all items shall hereinafter be "Landlord's Work":

1. Landlord shall remove the kitchen equipment located in the Expansion Space.
2. Landlord shall install a replacement HVAC unit or units, as applicable, serving the Expansion Space.
3. Landlord shall demolish the interior of the Expansion Space and remove the existing floor coverings in the Expansion Space.
4. Landlord agrees to deliver the Expansion Space in sound condition structurally, with no roof leaks and with all utilities in good working order.