

AMENDMENT TO LEASE AGREEMENT
EXTENDING TERM OF LEASE

THIS AGREEMENT, made this 21 day of December, 2007 by and between Neelsville (E&A), LLC hereinafter referred to as Landlord, and Montgomery County, Maryland (Department of Facilities and Services) hereinafter referred to as Tenant.

WITNESSETH:

WHEREAS, GFS Realty, Inc., predecessor in interest to Landlord and Tenant entered into a Lease Agreement on September 24, 1997 for a period of five (5) years with one (1) five (5) year option, commencing September 24, 1997 and terminating November 30, 2007 for the Leased Premises described as all of that certain store space #140 containing approximately 4,425 square feet at Neelsville Village Center Center, located in Germantown, Maryland; and,

WHEREAS, Landlord and Tenant have mutually agreed that Tenant shall continue to lease said Leased Premises in its current "as is" condition on the terms and conditions contained in this Lease:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises and covenants contained herein and other valuable consideration, Landlord hereby grants and leases unto Tenant, and Tenant hereby accepts and agrees to lease from Landlord, said Leased Premises in "as is" condition for three (3) years, commencing December 1, 2007 and terminating November 30, 2010 (the "Extension Period"), upon the following terms and provisions, modifying the Lease Agreement of September 24, 1997:

a. **Lease Term:** Section 1.1 e, is modified as follows:

Three (3) years, commencing December 1, 2007 and terminating November 30, 2010

b. **Lease Term:** Section 1.1 e, is modified as follows:

The following language shall be deleted in its entirety:
"Notwithstanding anything contained herein to the contrary, Tenant shall have the right to terminate this Lease at any time during the Lease Term by providing Landlord one hundred eighty (180) days advance notice of its intention to so terminate and the Lease shall terminate upon the one hundred eightieth (180th) day after receipt by Landlord of such notice. In the event of such a termination, rent and other payments as hereinafter specified shall be adjusted to the date of termination."

Minimum Rent:

Section 1.1 g, is modified as follows:

\$15,487.50 per month during the 1st year of the Extension Period;
\$15,952.13 per month during the 2nd year of the Extension Period; and
\$16,431.50 per month during the 3rd year of the Extension Period

d. **Notices:**
Section 17.9, is modified as follows:

Notice address to Landlord:

Express Delivery:
c/o E & A Investments LP
900 Bank of America Plaza
1901 Main Street,
Columbia, South Carolina 29201
Attn: Legal Department

With Copy To:
c/o Edens & Avant – 2312
7200 Wisconsin Avenue, Suite 400
Bethesda, Maryland 20814
Attention: Vice President of Leasing, Mid Atlantic Region

Notice address to Tenant:

Montgomery County, Maryland
Department of Public Works & 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 notice:

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

WHEREUPON, the original Lease Agreement is hereby deemed to continue in force and be binding in full upon the parties hereto in all of its terms and provisions except as amended and modified above.

THIS AGREEMENT, by reference to the above stated Lease, shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS of the Lease shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto subscribed their names as of the date first above written.

WITNESS AS TO LANDLORD:

Shirley B Coates
[Signature]
Shirley B Coates
[Print Name]

LANDLORD:

NEELSVILLE (E&A), LLC, a Delaware limited liability company

By: Edens & Avant Financing Limited Partnership, a Delaware limited partnership, its sole partner

By: E&A Financing, LLC, a Delaware limited liability company its sole general partner

By: *Jodie W McLean*
Jodie W. McLean
President & Chief Investment Officer

WITNESS AS TO TENANT:

Debbie Richards
[Signature]
Debbie Richards
[Print Name]

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: *Diane Schwartz Jones*
Diane Schwartz Jones
Assistant Chief Administrative Officer

Date: 11/18/08

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: *Sileen P. Brennan*

RECOMMENDED:

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

Date: 12/14/2007

Date: 11/8/07