

**SECOND AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT**

This Second Amendment To Shopping Center Lease Agreement (“Second Amendment”), is made this 1 day of ~~August~~<sup>October</sup>, 2010 by and between NEELSVILLE (E&A), LLC, a Delaware limited liability company, hereinafter referred to as “Landlord” and MONTGOMERY COUNTY, MARYLAND (DEPARTMENT OF GENERAL SERVICES AND THE DEPARTMENT OF LIQUOR CONTROL), t/a Montgomery County Liquor, hereinafter referred to as “Tenant.”

WITNESSETH:

WHEREAS, Landlord’s predecessor-in-interest and Tenant entered into that certain Shopping Center Lease dated September 24, 1997 (“Original Lease”), as amended by that certain Amendment to Lease Agreement Extending Term of Lease dated December 21, 2007 (the “First Amendment”) (collectively, the “Lease”) for a Lease Term expiring November 30, 2010, for the Leased Premises known as store space #140 and containing approximately 4,425 square feet at Neelsville Village Center in Germantown, Maryland; and

WHEREAS, Landlord and Tenant have mutually agreed to extend the Lease Term and to otherwise modify the Lease as hereinafter provided in this Second Amendment. The Lease as modified by this Second Amendment shall be referred to as the “Lease”. All capitalized terms herein shall have the same meanings as provided in the Lease unless otherwise noted.

NOW, THEREFORE, in consideration of the premises, the promises and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals and representations form a material part of this Second Amendment and are incorporated herein by this reference.
2. Extension of Lease Term. The Lease Term is hereby extended for an additional five (5) Lease Years commencing on December 1, 2010 and expiring on November 30, 2015 (the “Second Extension Period”). Any provision in the Lease, whether express or implied, which could be construed as providing Tenant a further right to extend the Lease Term past November 30, 2015 shall no longer be applicable.
3. Minimum Rent During the Second Extension Period. Commencing on the first day of the Second Extension Period Tenant shall pay Minimum Rent pursuant to §1.1(g) and §4 of the Original Lease in the following amounts:

Period	Minimum Annual Rent	Monthly Installments	Per Square Foot
12/1/2010 – 11/30/2011	\$221,250.00	\$18,437.50	\$50.00
12/1/2011 – 11/30/2012	\$227,887.50	\$18,990.63	\$51.50
12/1/2012 – 11/30/2013	\$234,746.25	\$19,562.19	\$53.05
12/1/2013 – 11/30/2014	\$241,782.00	\$20,148.50	\$54.64
12/1/2014 – 11/30/2015	\$249,039.00	\$20,753.25	\$56.28

4. Notices and Rent Payment Address. The Lease is hereby modified to provide that notices to Landlord and Tenant and Rent payments to Landlord shall be sent to the following addresses:

Landlord Notices: c/o E & A Investments LP  
 1221 Main Street, Suite 1000  
 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

Rent Payment Address: Neelsville (E&A), LLC  
Department #2312  
P.O. Box 822315  
Philadelphia, PA 19182-2315

Tenant Notices: Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director of Real Estate

With a Copy To: Montgomery County, Maryland  
Office of County Attorney  
101 Monroe Street, 3rd Floor  
Rockville, Maryland 20850  
Attn: County Attorney

5. Binding Effect. In the event of an inconsistency between the provisions of this Second Amendment and the Lease, the provisions of the Second Amendment will prevail. The Lease 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 by this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment under their respective seals on the day and year above written.

**WITNESS AS TO LANDLORD:**

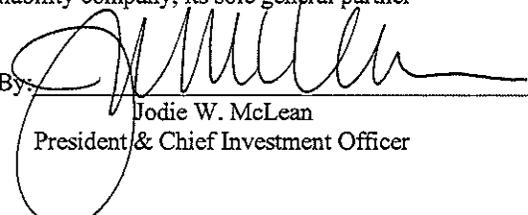
**LANDLORD:**

  
\_\_\_\_\_  
[Signature]  
Lisa Marsha'  
\_\_\_\_\_  
[Print Name]

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

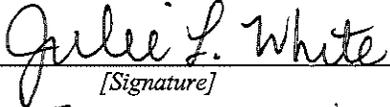
By: Edens & Avant Investments Limited Partnership, a Delaware limited partnership, its sole member

By: Edens & Avant Administrative LLC, a Delaware limited liability company, its sole general partner

  
By: \_\_\_\_\_  
Jodie W. McLean  
President & Chief Investment Officer

**WITNESS AS TO TENANT:**

**TENANT:**

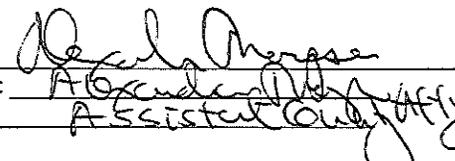
  
\_\_\_\_\_  
[Signature]  
Julie L. White  
\_\_\_\_\_  
[Print Name]

MONTGOMERY COUNTY, MARYLAND

By:   
\_\_\_\_\_  
Diane Schwartz-Jones  
Assistant Chief Administrative Officer

**APPROVED AS TO FORM AND LEGALITY:**

**RECOMMENDED:**

By:   
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant County Attorney

By:   
\_\_\_\_\_  
Name: Cynthia Brenneeman  
Title: Director, Office of Real Estate