**Exhibit** A

# THIRD AMENDMENT TO LEASE AGREEMENT

**THIS THIRD AMENDMENT TO AGREEMENT OF LEASE** (“Third

Amendment”) is made and entered into this day of May, 2011, by and between the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as “Landlord”), and **LUCKY SEVEN FOOD MART INC.**, a Virginia corporation (hereinafter referred to as “Tenant”), (jointly, the “Parties”).

**WHEREAS**, the Landlord is the owner of the real property and improvements known as 2406 Shirlington Road, Arlington, Virginia (RPC #31025002), further described in Exhibit A attached hereto and further known as the Lucky Seven Food Mart (“Premises”);

**WHEREAS**, on July 30, 2010, the Landlord and Tenant entered into a Lease Agreement for the Premises which expired at midnight on October 31, 2010 (the “Original Lease”);

**WHEREAS**, on August 2, 2010, Tenant entered into a Lease with AHC Inc. to rent new space for its business at 3215 24th Street, South, Arlington, Virginia (“New Business Space”);

**WHEREAS**, on October 23, 2010, the Landlord and Tenant entered into a First Amendment to Lease Agreement, extending the term of the Original Lease, on a month to month basis, until February 28, 2011 (“First Amendment”);

**WHEREAS,** on February 28, 2011, the Landlord and Tenant entered into a Second Amendment to Lease Agreement, extending the term of the Original Lease, on a month to month basis, until May 31, 2011 (“Second Amendment”);

**WHEREAS**, by this Third Amendment to Lease Agreement, the Landlord and Tenant desire to amend certain terms and conditions of the Original Lease, and the Landlord and Tenant desire to extend the term of the Original Lease, as amended, as set forth in this Third Amendment (collectively, the “Lease, as amended”);

**NOW, THEREFORE**, the Parties hereto agree as follows:

For and in consideration of the amount of One Dollar ($1.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Original Lease as follows:

1. Paragraph 1 of the Original Lease, as amended by the First Amendment and the Second Amendment, is hereby further amended by revising the second sentence of the paragraph to read as follows:

“The term of this Lease shall commence on the 30th day of July, 2010 (“Commencement Date”) and ends on the 31st day of May, 2011 (“Term”), unless terminated sooner, or renewed as provided for in Subparagraph 2A of this Lease.”

1. Subparagraph 2.A. of the Original Lease is hereby amended by deleting such subparagraph in its entirety and adding in its stead:

 **“RENEWALS.** Tenant may renew this Lease for three (3) additional one (1) month terms (“Renewal Terms”), upon the same terms and conditions. Each such Renewal Term shall be subject, however, to the consent and approval of the County Manager of Arlington County, Virginia, in the County Manager’s sole discretion, if it appears to the County Manager that: 1) Tenant has filed applications for all permits required to build out the New Business Space in a timely manner; 2) Tenant is timely working toward completion of the renovations of the New Business Space; and 3) Tenant has provided immediate written responses to all County requests for information. Further, at any time during any Renewal Term granted by the County Manager, the County Manager, in her sole discretion, shall determine whether the renovations of the New Business Space are proceeding in a timely manner. If the renovations of the New Business Space are not proceeding in a timely manner, then the County Manager shall have the right to terminate the Lease, as amended, immediately. Any request to renew the Lease, as amended, for additional one (1) month terms shall be made by Tenant giving written notice to Landlord, not later than ten (10) days prior to the expiration of the Term or any Renewal Term thereafter, by the notice process provided in Paragraph 30 of the Lease, as amended. If the County Manager consents and approves the request for any additional extension, then the Landlord will thereafter notify Tenant of the approval for extension by giving written notice to Tenant, by the notice process provided in Paragraph 30 of this Lease, as amended. The Term and any Renewal Terms are jointly referred to as “Terms”. In any event, all Terms shall expire no later than August 31, 2011, unless terminated sooner as provided for in the Lease.”

1. **RATIFICATION AND CONFIRMATION OF LEASE**. Except as modified herein, all other terms and conditions of the Lease, as amended, remain in full force and effect. In the event the terms and conditions of this Third Amendment conflict with the terms of the Lease, as amended by the First Amendment and the Second Amendment, then the terms and conditions of the Third Amendment shall prevail and be controlling.
2. **FULL FORCE AND EFFECT**. Tenant and Landlord each represent and warrant to the other that the Lease, as amended, is in full force and effect and has not been assigned, modified, supplemented or further amended in any way.
3. **ENTIRE AGREEMENT**. The Lease, as amended, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in the Lease, as amended, shall be of any force and effect. The Lease, as amended, may not be modified, changed or terminated, in whole or in part, in any manner other than

by an agreement in writing signed by duly authorized representatives of the Parties hereto.

1. **INCORPORATION OF RECITALS**. The above recitals are hereby incorporated into this Amendment.

**IN WITNESS WHEREOF**, the undersigned parties have duly executed this Third Amendment as of the day and year when last signed below by the parties.

# LANDLORD:

**COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

By:\_ Its: Date:

# TENANT:

**LUCKY SEVEN FOOD MART INC.**

By:\_ Its: Date:

# APPROVED AS TO FORM:

COUNTY ATTORNEY

# Exhibit A

All that certain piece or parcel of land with all its improvements and appurtenances thereunto belonging, situate, lying and being in Arlington County, Virginia, and being more particularly described as follows:

That parcel known as “first tract” east of the railway and being more particularly described as follows:

Parcel #1: Beginning at a point in the west line of the Glebe Road which is S. 6 degrees 27’ E.

148.79 feet from the original northeast corner of Leonard Gray’s property; thence with the west line of the said Glebe Road, S. 6 degrees 27’ E. 86.21 feet to a point; thence departing from said Glebe Road S. 85 degrees 9’ 30” W. 135.19 feet to a point; thence N. 19 degrees 43’ 30” W.

89.17 feet to a point; thence N. 85 degrees 9’ 30” E. 156.08 feet to the point of beginning and containing 12, 657 square feet, more or less.

Parcel #2: A parcel of land containing 523.26 sq. ft., more or less, designated “Parcel 1” and shown on plat attached to a deed recorded in Deed Book 1631, at page 421 among the land records of Arlington County, Virginia as “Plat - Right of Way Vacated from S. Kenmore Street and Easement Acquired for Shirlington Road at 24th Street.”