FIRST AMENDMENT TO LEASE

DATE: May 2, 2006.

DATE OF LEASE: March 13, 2000.

PRIOR AMENDMENTS: None.

LANDLORD: GFS Realty, Inc.
P.O. Box 55888
Boston, MA 02205-5888

TENANT: Montgomery County, Maryland
(Department of Liquor Control)
t/a Montgomery County Liquor
16650 Crabbs Branch Way
Rockville, MD 20855

PREMISES: Olney Shopping Center (location #127-03)
17825 Georgia Avenue
Olney, MD 20832

RECITALS:

WHEREAS, by a lease dated March 13, 2000, by and between GFS REALTY, INC., as Landlord (the "Landlord") and MONTGOMERY COUNTY MARYLAND, t/a Montgomery County Liquor, as Tenant (the "Tenant"), where Landlord leased to Tenant certain premises located at 17825 Georgia Avenue, Olney, Maryland 20832. Said lease, is hereinafter collectively referred to as the "Lease".

WHEREAS, the parties desire to amend the Lease Term as set forth herein.

WHEREAS, all terms used in this First Amendment to Lease and not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

WHEREAS, Tenant did not exercise the option to extend the Lease Term during the Option Period pursuant to Section 2.3 of the Lease, and therefore, the Option Period provided therein has expired and is no longer valid.

WHEREAS, the Lease Term expired on May 31, 2005.

NOW, THEREFORE, in consideration of the foregoing, of the First Amendment to Lease as set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

1. Landlord represents and warrants to Tenant that Landlord is the owner of Landlord's interest under the Lease, and that Landlord has the right and lawful authority to enter into this First Amendment to Lease.

2. Tenant represents and warrants to Landlord that Tenant is the owner of the Tenant's interest under the Lease, and that Tenant has the right and lawful authority to enter into this First Amendment to Lease.

3. Term. Sections 1.1 (e) and 2.2 of the Lease, are hereby modified as follows:

   "Notwithstanding anything to the contrary set forth in the Lease, the Lease Term is hereby extended for one (1) period of four (4) years, commencing on June 1, 2005 and ending, unless sooner terminated pursuant to the terms of the Lease, on May 31, 2009 (the "Extended Term"), on all the same terms and conditions containing in the Lease (including but not limited to CAM costs, and all other rents and charges due under the Lease except as specifically modified below)."

4. Option Period. Section 1.1 (f) of the Lease, the second paragraph of Section 1.1 (g) entitled "Option Period" and Section 2.3 of the Lease are hereby deleted in their entirety.

5. Minimum Annual Rent. Sections 1.1 (g) and 4.1 of the Lease are, hereby modified by adding the following at the end of paragraph (i) of Section 4.1 of the Lease:

   "(i) Minimum Annual Rent as provided below, is payable in advance upon the first day of each and every month of the Extended Term (such monthly installment being hereinafter called 'Monthly Installment'):

Extended Term Period	Minimum Annual Rent	Minimum Monthly Rent	Rent P.S.F.
6/1/05-5/31/06:	$74,925.00	$6,243.75	$18.50
6/1/06-5/31/07:	$76,950.00	$6,412.50	$19.00
6/1/07-5/31/08:	$76,950.00	$6,412.50	$19.00
6/1/08-5/31/09:	$76,950.00	$6,412.50	$19.00

6. Real Estate Taxes: Section 4.4 of the Lease is hereby amended by adding the following at the end of the second paragraph:

   "Effective as of June 1, 2005, Tenant's tax share shall be paid in monthly equal installments estimated at $380.90 as additional rent hereunder, at the same time and in the same manner as minimum rent."

7. Tenant's share of CAM Costs: The first sentence of Section 5.4 of the Lease is hereby modified as follows:

   "Effective as of June 01, 2005, Tenant shall pay its Pro-Rata Share of CAM Costs for a Lease Year in monthly installments estimated at $798.86, on the first day of each month of that Lease Year."

8. Address for Payments. All rent and other charges payable to Landlord pursuant to the provisions of the Lease shall be sent to Landlord at the following address:

   GFS Realty, Inc.
   C/o The Stop & Shop Supermarket Company LLC
   P.O. Box 3797
   Boston, Massachusetts 02241-3797

9. Notices. Pursuant to Section 17.9 of the Lease entitled "Notices", Landlord and Tenant acknowledge that their respective Notice Addresses are as follows:

   TO LANDLORD:

   GFS Realty, Inc.
   c/o The Stop & Shop Supermarket Company LLC
   P.O. Box 55888
   Boston, MA 02205-5888
   Attn: Senior Vice President of Real Estate

   With a copy to:

   GFS Realty, Inc.
   c/o The Stop & Shop Supermarket Company LLC
   P.O. Box 55888
   Boston, MA 02205-5888
   Attn: Vice President of Real Estate Law

   TO TENANT:

   Montgomery County, Maryland
   Department of Liquor Control
   16650 Crabbs Branch Way
   Rockville, MD 20855
   Attn: Director

With a copy to:

Montgomery County, Maryland
Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, MD 20850
Attn: Director

With a copy that does not constitute notice:

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

10. Relocation. Landlord may, at its option, and at its cost, on not less than 180 days notice, either (i) terminate Tenant's leasehold interest in the demised premises for a price equal to six months of minimum rent at the then current rate payable on or prior to the termination date, or (ii) at Landlord's cost, require Tenant to relocate for balance of the term of this Lease from the demised premises to other premises in the Shopping Center, provided the relocation premises are not less than ninety percent (90%) nor greater than one hundred ten percent (110%) of the size of the demised premises and are located on the ground floor of the Shopping Center. After the date of any such relocation pursuant to this Section, the relocation premises shall thereafter be deemed to be the demised premises for purposes of this lease and this lease shall be deemed amended by deleting the description of the demised premises and substituting therefore a description of the relocation premises.

11. There will be no further extension periods beyond May 31, 2009.

12. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

13. This First Amendment to Lease shall be binding upon, and shall inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as a sealed instrument as of the date and year first above set forth.

LANDLORD:

GFS REALTY, INC.

AM
JH

By: _____
Name:
Title: ANTHONY A. COLAVOLPE
SENIOR VICE PRESIDENT

Hereunto duly authorized

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: Rebecca S Damaruk

By: _____
Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 4/27/06

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen T. Brennan

RECOMMENDED:

By: _____
Cynthia L. Brenneman, Director
Office of Real Estate