

## SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE (this "**Second Amendment**") is made as of this 20<sup>th</sup> day of August, 2009, but effective as of June 1, 2009 (the "**Effective Date**"), by and between GFS Realty LLC, with an office at 1385 Hancock Street, Quincy, Massachusetts 02169 (the "**Landlord**"), and Montgomery County, Maryland (Department of Liquor Control), with a mailing address of 16650 Crabbs Branch Way, Rockville, Maryland 20855 (the "**Tenant**").

### RECITALS:

- A. Reference is hereby made to that certain lease dated March 13, 2000, by and between GFS Realty, Inc., now known as GFS Realty LLC, as "Landlord," and Montgomery County, Maryland (Department of Facilities and Services), now known as Montgomery County, Maryland (Department of Liquor Control), as "Tenant".
- B. Said lease, as it has been amended by that certain First Amendment of Lease dated May 2, 2006, is hereinafter collectively referred to as the "**Lease**".
- C. The Lease demised certain premises containing approximately 4,050 square feet of floor area (the "**Premises**") in a shopping center known as Olney Shopping Center (the "**Center**") situated on Georgia Avenue, Olney, Maryland 20832.
- D. All capitalized terms used herein will have the same meanings as given to them in the Lease, unless otherwise defined in this Second Amendment.
- E. Landlord and Tenant are current holders, respectively, of the Landlord and Tenant interests under the Lease.
- F. The term of the Lease expired on May 31, 2009.
- G. Landlord and Tenant desire to amend the Lease, *inter alia*, to extend the term of the Lease beginning on June 1, 2009 and expiring on May 31, 2014.

### AGREEMENT:

NOW THEREFORE, in consideration of the foregoing, of the agreements contained in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Landlord and Tenant, intending to be legally bound, hereby agree to amend the Lease as follows:

1. Section 1.1 (e) and Section 2.2 of the Lease are hereby amended by adding the following paragraph to the end of the first full paragraph in Section 2.2:

"Notwithstanding anything to the contrary set forth in this Lease, the term of the Lease is hereby extended for one (1) period of five (5) years, commencing on June 1, 2009 and



ending, unless sooner terminated pursuant to the terms of this Lease, on May 31, 2014 (the "**Second Extended Term**")."

2. Sections 1.1(g) and 4.1 of the Lease are hereby amended by adding the following to the end of paragraph (i) of Section 4.1 of the Lease:

"Rent for such Second Extended Term will be calculated as follows:

Second Extended Term	Minimum Annual Rent	Minimum Monthly Rent	Rent P.S. F.
6/1/09 - 5/31/11	\$ 76,950.00	\$ 6,412.50	\$ 19.00
6/1/11 - 5/31/14	\$ 78,975.00	\$ 6,581.25	\$ 19.50

3. In accordance with Section 17.9 of the Lease, notwithstanding Landlord's and Tenant's notice addresses set forth in Section 17.9 of the Lease and in lieu thereof, Landlord's and Tenant's notice addresses will be as follows:

**If to Landlord:**

GFS Realty LLC  
1385 Hancock Street  
Quincy, Massachusetts 02169  
Attn: Senior Vice President of Real Estate

With a copy to:

GFS Realty LLC  
1385 Hancock Street  
Quincy, Massachusetts 02169  
Attn: Vice President of Real Estate Law

**If to Tenant:**

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

With a copy to:

Montgomery County, Maryland  
Department of General Services  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director



With a copy that does not constitute notice to:

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

4. Landlord and Tenant each warrant and represent, upon which warranty and representation Landlord and Tenant have each relied upon in the execution of this Second Amendment, that neither Landlord nor Tenant have had any dealings of any kind with any broker in connection with the Premises or in connection with the transaction represented by this Second Amendment.
5. All of the terms and conditions appearing in the Lease, except those which are specifically amended by this Second Amendment, will continue to remain in full force and effect, and the parties ratify and confirm the Lease as amended by this Second Amendment.
6. This Second Amendment will be binding upon and inure to the benefit of the parties to this Second Amendment and their respective heirs, devisees, personal representatives, successors, and assigns.

**(SIGNATURES ON THE PAGE TO FOLLOW)**



**(SIGNATURE PAGE FOR THE SECOND AMENDMENT OF LEASE FOR MONTGOMERY COUNTY, MARYLAND (DEPARTMENT OF LIQUOR CONTROL) IN OLNEY, MARYLAND #127)**

WITNESS the execution of this Second Amendment under seal as of the date first set forth above.

**LANDLORD:**

**GFS REALTY LLC**



By: \_\_\_\_\_

James J. Sylvia

Senior Vice President of Real Estate

**TENANT:**

**MONTGOMERY COUNTY, MARYLAND  
(Department of Liquor Control)**

By: \_\_\_\_\_

Diane Schwartz Jones, Assistant

Chief Administrative Officer

Date: 8/20/09

**APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY**

By: \_\_\_\_\_

Date: 8/12/09

**RECOMMENDED:**

By: \_\_\_\_\_

Cynthia L. Brenneman, Director

Office of Real Estate

Date: 8/11/09

