FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (this "***First Amendment***") is made as of this 25th day of ~~August~~ September, 2009, but effective as of November 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 May 7, 1999 (the "***Lease***"), 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. The Lease demised certain premises containing approximately 7,251 square feet of floor area (the "***Premises***") in a shopping center known as the Kingsview Village Shopping Center (the "***Center***") situated on Leaman Farm Road, Germantown, Maryland 20874.

C. All capitalized terms used herein will have the same meanings as given to them in the Lease, unless otherwise defined in this First Amendment.

D. Landlord and Tenant are current holders, respectively, of the Landlord and Tenant interests under the Lease.

E. The parties desire to correct a discrepancy in the Lease Term expiration date, which was incorrectly stated in an option notice dated December 23, 2003.

F. The parties desire to confirm the Lease Term expiration date as October 31, 2009, based on the Lease and the Declaration of Occupancy dated November 3, 1999.

G. Additionally, Landlord and Tenant desire to amend the Lease, *inter alia*, to extend the term of the Lease beginning on November 1, 2009 and expiring on October 31, 2014.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing, of the agreements contained in this First 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. The parties desire to correct a scrivener's error in Tenant's letter dated December 23, 2003 wherein Tenant exercised its option period and incorrectly stated the Lease expiration date as September 30, 2009. The parties herein confirm, based on the Lease

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and the Declaration of Occupancy dated November 3, 1999 that the expiration date of the current Lease Term is October 31, 2009.

2. 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 Lease Term is hereby extended for one (1) period of five (5) years, commencing on November 1, 2009 and ending, unless sooner terminated pursuant to the terms of this Lease, on October 31, 2014 (the "***Second Extended Term***"). The Tenant shall have no further right to extend the Lease Term beyond October 31, 2014"

3. 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	Annual Rent	Monthly Rent	Rent Per Square Foot
11/1/2009 - 10/31/2010	$ 141,394.56	$ 11,782.88	$ 19.50
11/1/2010 - 10/31/2011	$ 145,020.00	$ 12,085.00	$ 20.00
11/1/2011 - 10/31/2012	$ 148,645.56	$ 12,387.13	$ 20.50
11/1/2012 - 10/31/2013	$ 152,271.00	$ 12,689.25	$ 21.00
11/1/2013 - 10/31/2014	$ 155,896.56	$ 12,991.38	$ 21.50

   "

4. 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 under separate cover 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

(SIGNATURE PAGE FOR THE FIRST AMENDMENT OF LEASE FOR MONTGOMERY COUNTY, MARYLAND (DEPARTMENT OF LIQUOR CONTROL) IN GERMANTOWN, MARYLAND #313)

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

LG
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BUSINESS
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LEGAL

LANDLORD:

GFS REALTY LLC

By: _____

James J. Sylvia

Senior Vice President of Real Estate

TENANT:

MONTGOMERY COUNTY, MARYLAND
(Department of Liquor Control)

By: Diane K. Schwartz Jones

Diane Schwartz Jones, Assistant

Chief Administrative Officer

Date: 9/25/09

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____

Date: 8/27/09

RECOMMENDED:

By: Cynthia L Brenneman

Cynthia L. Brenneman, Director

Office of Real Estate

Date: 8/25/09

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DEPARTMENT OF PUBLIC WORKS
AND TRANSPORTATION

Douglas M. Duncan
County Executive

Albert J. Genetti, Jr., P.E.
Director

December 23, 2003

GFS Realty, Inc.
Department 671
Box 1804
Washington, DC 20013

Re: Montgomery County Liquor Store
Kingsview Village Center
18323 Leaman Farm Road, Space F-1

Dear GFS Realty:

In accordance with the lease for the referenced property, please accept this as Montgomery County's notice to exercise its option to extend the lease for one additional five year term. According to the County's records, the extension term would commence October 1, 2004 and expire September 30, 2009. Please indicate your acceptance and concurrence by signing below and returning an original copy to this office.

If there are any questions, please contact me at (240) 777-6088

Sincerely,

Elizabeth A Robinson, RPA
Property Acquisition Specialist

Agreed to and Accepted by:
Roger K. Wright, Vice President

2.4.04

For GFS Realty, Inc., Landlord Date

Kingsview renewal letter

Office of Real Estate
101 Monroe Street, 10th Floor • Rockville, Maryland 20850-4168 • 240/777-7252, FAX 240/777-7259

EXHIBIT E

DECLARATION OF OCCUPANCY

DATE OF DECLARATION: November 23, 1999

DATE OF LEASE: May 7, 1999

LANDLORD: GFS Realty, Inc, (Dept. # 671)
P.O. Box 1804
Washington, D.C. 20013

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

CENTER: Kingsview Village Shopping Center
18323 Leaman Farm Road
Germantown, Maryland 20874

Under §3.6 of the Lease, Landlord and Tenant agreed to sign this Declaration of Occupancy. Accordingly, Landlord and Tenant declare that:

1. The Possession Date under the Lease is September 15, 1999.

2. The Rent Commencement Date under the Lease is October 11, 1999.

3. Not counting Options to Extend, if any, the Lease Term expires on Oct. 31, 2004

4. Landlord's Work (as defined in the Lease) has been satisfactorily completed by Landlord and accepted by Tenant.

5. As of the date of this Declaration, Tenant has no claims, defenses, or rights of set-off against rent and additional rent due under the Lease.

6. The Lease is now in full force and effect.

ATTEST:

Michael C. Buchsbaum
Assistant Secretary

LANDLORD: GFS REALTY, INC.

(SEAL)
Stephen L. Oseroff
Vice President

A. Corporate Tenant

ATTEST:

By: Betty Williams
Name: Betty Williams
Title: Exec. Adm Aide

TENANT: MONTGOMERY COUNTY, MARYLAND
(Department of Facilities and Services

By: Frank C. Orifici (SEAL)
Name: Frank C. Orifici
Title: Chief, Retail Operations DLO

~~B. Partnership or Individual Tenant (Note: for general and limited partnerships, all general~~ partners shall sign this Lease.)

WITNESS:

TENANT:

By: (SEAL)