

THIRD AMENDMENT TO LEASE

DATE: November 16, 2010.

LEASE: July 11, 1996, as amended by the First Amendment to Lease dated August 2, 2001 and the Second Amendment to Lease dated May 2, 2006 (collectively the "Lease").

LANDLORD: BVS Montrose LLC, a Delaware limited liability company; qualified to do business in Maryland, successor-in-interest to GFS Realty, Inc., effective July 1, 2008
1720 Post Road
Fairfield, Connecticut 06820

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

PREMISES: Stores B-7 and B-8 (location #125-11)
Montrose Crossing Shopping Center
(formerly known as Flagship Center)
12015 Rockville Pike, Suite B
Rockville, MD 20852

RECITALS:

WHEREAS, by a Lease between Landlord and Tenant, Landlord leased to Tenant the Premises containing approximately 4670 square feet, located at 12015 Rockville Pike, Suite B, Rockville, Maryland 20852, and the Lease, as subsequently amended, 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 Third Amendment to Lease and not otherwise defined herein shall have the same meanings ascribed to them in the Lease;

WHEREAS, the Second Extended Term was set to expire on September 30, 2011;

WHEREAS, Landlord and Tenant have agreed to amend the Lease so that the Second Amended Term ends on December 31, 2010; and

WHEREAS, Landlord and Tenant have agreed to extend the Lease for an additional Ten (10) years for a Third Extended Term.

NOW, THEREFORE, in consideration of the foregoing, of the Third 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 Third 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 Third Amendment to Lease.
3. Term.

a) Section 3 of the Second Amendment to Lease is amended by changing the end date of the Second Extended Term from September 30, 2011 to December 31, 2010; and

b) Sections 1.1 (e) and 2.2 of the original Lease, and Section 3 of the Second Amendment to 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 ten (10) years, commencing on January 1, 2011 and ending, unless sooner terminated pursuant to the terms of the Lease, on December 31, 2020 (the "Third Extended Term"), on all the same terms and conditions containing in the Lease except as specifically modified below."

4. Minimum Annual Rent. Sections 1.1 (g) and 4.1 of the original Lease, and Section 4 of the Second Amendment to 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 Third Extended Term (such monthly installment being hereinafter called 'Monthly Installment'):

<u>Period</u>	<u>Minimum Annual Rent</u>	<u>Minimum Monthly Rent</u>	<u>Rent P.S.F.</u>
1/1/2011 – 12/31/2015	\$224,160.00	\$18,680.00	\$48.00
1/1/2016– 12/31/2020	\$246,576.00	\$20,548.00	\$52.80

5. Rent Credit. Landlord has agreed to credit Tenant with the Minimum Rent paid to Landlord in excess of \$ 48.00 per square foot effective July 1, 2010 through December 31, 2010, equal to the amount of \$27,272.00 which will be paid to Tenant, in the form of a cashiers check, at the following address: Montgomery County, Department of Liquor Control, 16650 Crabbs Branch Way, Rockville, MD 20855,

Attn: Lynn Duncan, within ten (10) days after receiving a fully executed copy of this Third Amendment to Lease.

6. 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:

BVS Montrose LLC
1720 Post Road
Fairfield, Connecticut 06820

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 General Services
Office of Real Estate
101 Monroe Street, 9th 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

7. Lease Term Extensions. Section 10 of the Second Amendment to Lease is deleted in its entirety and replaced with "There will be no further extension periods beyond December 31, 2020".
8. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.
9. This Third 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 THE FOLLOWING PAGE

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

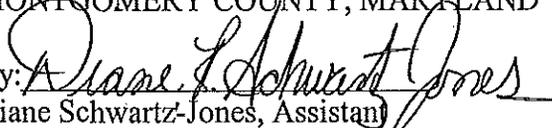
LANDLORD:

BVS MONTROSE LLC,
a Delaware limited liability company

By: 
Name: Arthur W. Hooper, Jr.
Title: Authorized Signatory

TENANT:

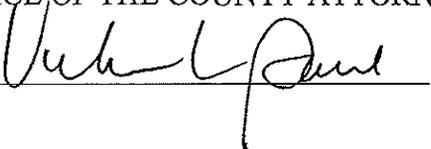
MONTGOMERY COUNTY, MARYLAND

By: 
Diane Schwartz-Jones, Assistant
Chief Administrative Officer

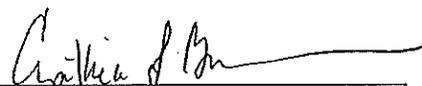
Date: 11/16/10

By: 

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

RECOMMENDED:

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