FIRST AMENDMENT TO LEASE

DATE: August 2, 2001

DATE OF LEASE: July 11, 1996

LANDLORD: GFS Realty, Inc.
P.O. Box 1804
Washington, D.C. 20013

TENANT: Montgomery County, Maryland
t/a Montgomery County Liquor
101 Orchard Ridge Drive
Gaithersburg, Maryland 20878

PREMISES: Spaces B-7 and B-8
Montrose Crossing Shopping Center
(formerly known as Flagship Center)
12015 Rockville Pike, Suite B
Rockville, Maryland 20852

RECITALS:

WITNESSETH THAT, WHEREAS, by a Shopping Center Lease dated July 11, 1996 (the "Lease"), by and between GFS REALTY, INC., as landlord ("Landlord") and MONTGOMERY COUNTY MARYLAND, t/a Montgomery County Liquor, as tenant (the "Tenant"), Landlord leased to Tenant and Tenant leased from Landlord all of that real property located at 12015 Rockville Pike, Suite B, Rockville, Maryland 20852, which is further described in the Lease (hereinafter and therein referred to as the "Premises");

WHEREAS, the Lease Term is due to expire September 30, 2001; and

WHEREAS, the parties hereto desire to extend the Lease Term and to make certain other amendments relative thereto.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF Five and 00/100 Dollars ($5.00), the mutual entry into this Amendment by the parties hereto, 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. Definitions. Unless otherwise set forth in this First Amendment, all capitalized terms shall have the same meaning as set forth in the Lease.

2. Term. Section 2.2 of the Lease is hereby amended by adding the following:

> "The Lease Term is hereby extended for a period of five (5) years, commencing October 1, 2001, and expiring, unless sooner terminated pursuant to the terms of the Lease, on September 30, 2006 (the 'Extended Term'). There shall be no further right to extend the Lease Term beyond the Extended Term."

3. Minimum Annual Rent. Section 4.1 of the Lease is hereby amended by adding the following at the end of the first paragraph thereof:

> "(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'):

PERIOD	MINIMUM ANNUAL RENT	MINIMUM MONTHLY RENT
10/01/01 - 09/30/02	$216,454.56	$18,037.88
10/01/02 - 09/30/03	$222,948.12	$18,579.01
10/01/03 - 09/30/04	$229,636.56	$19,136.38
10/01/04 - 09/30/05	$236,525.64	$19,710.47
10/01/05 - 09/30/06	$243,621.48	$20,301.79

4. Effectiveness. This First Amendment shall become binding upon and only upon its execution and delivery by each party hereto and the return of one (1) fully executed copy hereof to Landlord.

5. Complete Understanding. The Lease, as amended by this First Amendment, represents the complete understanding among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements or agreements, either written or oral, among the parties hereto as to the same.

6. Amendment. This First Amendment may be amended by and only by an instrument executed and delivered by each party hereto.

7. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

8. Assignment. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives and permitted successors and assigns hereunder.

9. Severability. No determination by any court, governmental body or otherwise that any provision of this First Amendment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

10. Effect of this Amendment. Except as hereinabove set forth, all of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this First Amendment or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST/WITNESS:

Michael C. Buchsbaum,
~~Assistant~~ Secretary

APPROVED BY BSAI FOR GFS SIGNATURE

GFS REALTY, INC.

By: _____ (SEAL)
Roger K. Wright,
Vice President

Landlord

ATTEST/WITNESS:

APPROVED AS TO FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY
BY Eileen J. Basanes
DATE 6/12/2001

MONTGOMERY COUNTY, MARYLAND

By: _____ (SEAL)
Name: William M. Mooney
Title: ACAO

Tenant