

SECOND AMENDMENT TO LEASE

DATE: May 2, 2006.

DATE OF LEASE: July 11, 1996.

PRIOR AMENDMENTS: First Amendment to Lease dated August 2, 2001.

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: 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

R E C I T A L S:

WHEREAS, by a lease dated July 11, 1996, 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 12015 Rockville Pike, Suite B, Rockville, Maryland 20852. Said 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 Second Amendment to Lease and not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

WHEREAS, the current Lease term expires on September 30, 2006.

NOW, THEREFORE, in consideration of the foregoing, of the Second 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 Second 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 Second Amendment to Lease.
3. Term. Sections 1.1 (e) and 2.2 of the original Lease, and Section 2 of the First 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 five (5) years, commencing on October 1, 2006 and ending, unless sooner terminated pursuant to the terms of the Lease, on September 30, 2011 (the “Second 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. Minimum Annual Rent. Sections 1.1 (g) and 4.1 of the original lease, and Section 3 of the First 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 Second 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>
10/1/06 – 9/30/07:	\$250,965.80	\$20,913.82	\$53.74
10/1/07 – 9/30/08:	\$258,494.77	\$21,541.23	\$55.35
10/1/08 – 9/30/09:	\$266,249.62	\$22,187.47	\$57.01
10/1/09 – 9/30/10:	\$274,237.11	\$22,853.09	\$58.72
10/1/10 – 9/30/11:	\$282,464.22	\$23,538.68	\$60.48

5. Real Estate Taxes: Section 4.4 of the original lease is hereby amended by adding the following at the end of the second paragraph:

“Effective as of October 1, 2006, Tenant’s tax share shall be paid in monthly equal installments estimated at \$547.07 as additional rent hereunder, at the same time and in the same manner as minimum rent.”

6. Tenant’s share of CAM Costs: The first sentence of Section 5.4 of the original lease is hereby modified as follows:

“Effective as of October 01, 2006, Tenant shall pay its Pro-Rata Share of CAM Costs for a Lease Year in monthly installments estimated at \$1,198.29, on the first day of each month of that Lease Year.”

7. 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

8. 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, 10<sup>th</sup> 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

9. 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.
10. There will be no further extension periods beyond September 30, 2011.
11. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.
12. This Second 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 Second Amendment of Lease as a sealed instrument as of the date and year first above set forth.

LANDLORD:

**GFS REALTY, INC.**

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

JH

Hereunto duly authorized

TENANT:

**MONTGOMERY COUNTY, MARYLAND**

By: Rebecca S. Domaruk

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

Date: 6/28/06

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: Gileen D. Brennan

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