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LEASE AGREEMENT

BETWEEN

ROSSMOOR - IDI COMMERCIAL CENTER ASSOCIATES  
LIMITED PARTNERSHIP, LANDLORD

MONTGOMERY COUNTY, MARYLAND,  
TENANT

DATED: April 21, 1992

301-231-4877  
Ext. 23

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the 21<sup>st</sup> day of April, 1992, by and between ROSSMOOR-IDI COMMERCIAL CENTER ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter "Landlord", and MONTGOMERY COUNTY, MARYLAND, hereinafter "Tenant".

In consideration of the covenants contained herein and intending to be legally bound, Landlord and Tenant covenant and agree as follows:

ARTICLE I

This Article I is an integral part of this lease and all of the terms, dates and requirements hereof are incorporated into this lease in all respects. In addition to the other provisions which are elsewhere defined in this lease, the following terms, whenever used in this lease, shall have the meanings set forth in this Article I subject to adjustments thereto or more detailed definitions set forth elsewhere in this lease. If there is any conflict between any of the lease provisions set forth in this Article I and any other provisions of this lease, the latter shall control.

Article II of this lease and the Exhibits included therein are attached hereto and make reference to the following items ("Items"):

1. Premises: Store Nos. 14 and 15, as outlined in red on Exhibit "A" attached hereto and made a part hereof.

Address: 3824 and 3826 International Drive, Silver Spring, Maryland 20906.

2. Shopping Center: Leisure World Plaza Shopping Center, located on Georgia Avenue in Montgomery County, Maryland, consisting of approximately One Hundred Ten Thousand Five Hundred Thirty (110,530) square feet, but subject to expansion.

3. Gross Leasable Area of the Premises: Approximately Four Thousand (4,000) square feet.

4. (a) Lease Term: Four (4) years and Eleven months.

(b) Extension Option: Two (2) option(s) of Four (4) years and Eleven Months.

5. Lease Dates:

(a) Outside Date for Delivery of Possession to Tenant: on or about May 1, 1992.

(b) Outside Date for Tenant to Open for Business: July 1, 1992, or sixty (60) days after actual Delivery of Possession, whichever is later.

6. Tenant's Proportionate Share: [as defined in Article II, Section 3], three and sixty-two hundredths percent (3.62%).

7. Tenant's Cooperative Advertising Fund. One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) annually, payable to Landlord in twelve equal monthly installments, or such greater amount of annual dues duly assessed by the Tenants Cooperative Advertising Fund from time to time subject to the provisions of Section 18 of Article II.

8. Initial Fixed Annual Minimum Rent and Additional Rent (until adjusted):

	<u>Annual/ Per Square Foot</u>	<u>Monthly</u>
(a) Fixed Rent:*/	\$17.00	\$5,666.67
(b) C.A.M.:	1.56	520.00
(c) Real Estate Taxes:**/	1.88	626.67

9. Contribution for Taxes due on Commencement Date for Initial Tax Year: [pursuant to Article II, Section 4], N/A Dollars (\$N/A).

10. Tenant's Use of the Premises: Montgomery County Retail Liquor Store subject to the provisions of Section 7 of Article II and the other provisions of this lease.

11. Tenant's Trade Name: Montgomery County Department of Liquor Control - Leisureworld Store.

12. Utilities: To be paid by Tenant.

ARTICLE II

1. DEMISED PREMISES AND TERM

A. For and in consideration of the rents and other sums agreed herein to be paid by the Tenant to the Landlord, and in further consideration of the covenants, agreements, conditions and terms on the part of the Tenant and the Landlord to be performed, kept and fulfilled as herein set forth, the Landlord does hereby lease unto Tenant and the Tenant does hereby lease and hire from the Landlord, the demised premises, being two store units consisting of approximately 4,000 square feet, situated in the City (or Township) of Silver Spring, County of Montgomery, and the State (or Commonwealth) of Maryland, which is shown on the attached Exhibit "A" and hereby described as follows: Store Nos. 14 and 15, 3824 and 3826, International Drive, Silver Spring, Maryland 20906 (the "demised premises"). The demised premises are located in the shopping center commonly known as Leisureworld Plaza (the "shopping center").

B. The term of this lease shall be for four (4) years and eleven (11) months, commencing on the date of delivery by Landlord to Tenant of the demised premises, unless sooner terminated as hereinafter provided. Provided Tenant is not in default under this lease and Tenant gives written notice to Landlord at least one year prior to the expiration of this lease, Tenant shall have the right to renew this lease for two (2) additional four (4) year and eleven month periods, pursuant to the provisions of Paragraph C below.

C. Subject to the provisions of this paragraph, Tenant shall have the right to extend the term of this lease on the same terms and conditions as provided in this lease (except for rent, as hereinafter provided) for two (2) "Extension Terms" of four (4) years and eleven months each, commencing upon the expiration of the initial term or first Extension Term of this lease, as the case may be. The annual rental rate for each of the Extension Terms shall

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\*/ Subject to increase as of the beginning of the second and each and every Lease Year thereafter at the rate of \$4,000 per year.

\*\*/ Payable under Article II, Section 4.

be at the market rate for tenants at Leisureworld Plaza, as determined by Landlord in its sole, but good faith, discretion, notwithstanding any vacancy factors or new tenant fix-up costs, and otherwise assuming a stable rental market for such space; provided that the fixed annual minimum rent for the first (1st) lease year of each Extension Term shall in no event be less than the fixed annual minimum rent for the lease year immediately preceding the first (1st) lease year of the then current Extension Term. Tenant shall give Landlord written notice of its intention, if any, to extend the term of this lease at least one year prior to the expiration of the initial term or the then current Extension Term, as the case may be. Tenant's right to extend the term of this lease shall be subject to Tenant not being in default in the payment of rent and not otherwise being in default under this lease (i) at the time Tenant exercises its option to extend and (ii) from the time Tenant exercises its option to extend until the date of commencement of the Extension Term in question. Upon receipt of such notice from Landlord, Tenant shall have a period of twenty (20) days within which to give Landlord written notice of Tenant's objections to the annual rental rate determined by Landlord. If Tenant does not agree in writing with the annual rental rate determined by Landlord for each Extension Term within thirty (30) days after the date of Landlord's notice to Tenant setting forth such annual rental rate, then either Landlord or Tenant, by written notice to the other, may nullify and render void Tenant's notice opting for an Extended Term, whereupon the right to any further Extended Terms shall lapse and this lease shall end upon expiration of the then current term.

D. As used herein, the term "lease year" means that period beginning on the commencement date of the term of this lease and terminating on the last day of the twelfth (12th) full calendar month thereafter (including the calendar month in which the term of this lease commences if this lease commences on the first day of a calendar month), and each succeeding period of twelve (12) full calendar months, during the entire lease term and any renewals or extensions (if any); provided, the last lease year shall be the period of twelve (12) full calendar months or less expiring on the expiration date of the term.

## 2. FIXED ANNUAL MINIMUM RENT

The fixed annual minimum rent shall be Sixty Eight Thousand Dollars (\$68,000.00), payable Five Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$5,666.67) per month. The fixed annual minimum rent during the term of this lease shall be payable by Tenant in equal monthly installments, in advance, on or before the first day of each calendar month during the term of this lease. Notwithstanding the foregoing, or any other provisions of this lease to the contrary, all fixed annual minimum rent shall be abated until the date which is 60 days after the date of delivery of possession by Landlord to Tenant of the demised premises at which time monthly installments of fixed annual minimum rent shall begin (the "rent commencement date"). If the rent commencement date or the date of the termination of the term of this lease occurs other than on the first and last day of a calendar month, respectively, an appropriate adjustment (on a pro-rata, daily basis) shall be made to the first and/or last monthly installment of fixed annual minimum rent payable hereunder.

The fixed annual minimum rent, and all additional rent payable hereunder, shall be payable to Landlord at the offices of Carey Winston Company, 5550 Friendship Circle, Suite 500, Chevy Chase, Maryland 20815, or to such other person and at such other place as may from time to time be designated by Landlord in a written notice to Tenant.

No payment by Tenant or receipt by Landlord of a lesser amount than the current installment of fixed annual minimum rent or other additional rent due hereunder shall be deemed to be other than on account of the earliest stipulated fixed annual minimum

rent or other additional rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such fixed annual minimum rent or other additional rent or pursue any other remedy in this lease provided. All fixed annual minimum rent, and all additional rent payable hereunder, shall be payable without prior demand therefor, and without any deduction or offset whatsoever. The foregoing notwithstanding, except for Tenant's obligation to pay fixed annual minimum rent which shall commence on the rent commencement date, all other obligations and responsibilities of Tenant under this Lease shall commence and shall be in full force and effect as of the date of delivery.

### 3. COMMON AREA MAINTENANCE

For each full or partial calendar year during the term of this lease, Tenant agrees to pay, as additional rent, a sum equal to "Tenant's proportionate share" of the Landlord's "gross cost of operating and maintaining the common areas and facilities of the shopping center."

Tenant's proportionate share of the Landlord's "gross cost of operating and maintaining the common areas and facilities of the shopping center" shall be determined for each calendar year by multiplying such costs by a fraction, the numerator of which shall be the floor area of the demised premises, and the denominator of which shall be the total square footage of the floor area of the shopping center.

Tenant's proportionate share of such gross costs for each calendar year shall be payable, in advance, in monthly installments on the first day of each calendar month throughout the term of this lease. The monthly installment shall be Five Hundred Twenty Dollars (\$520.00) through the close of the first calendar year during the term of this lease, subject to annual adjustments as hereinafter provided. Subsequent to the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of such gross cost for such calendar year. If the total amount paid by Tenant under this Section 3 for any such calendar year shall be less than the actual amount due from Tenant for such calendar year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 3 for any such calendar year shall be more than the actual amount due from Tenant for such calendar year as shown on the aforementioned statement, Landlord shall pay to Tenant the difference between the amount paid by Tenant and the actual amount due, such excess to be paid within thirty (30) days after the furnishing of each such statement. Commencing with the first day of January of the second full calendar year during the term of this lease, and on the first day of January of each calendar year thereafter, the amount of the monthly installment described above shall be adjusted to be an amount equal to one-twelfth of Tenant's proportionate share of the gross cost for the immediately preceding calendar year (subject to the annual adjustments as provided above). Appropriate adjustments to the amounts payable under the terms of this Section 3 shall be made, on a daily, pro-rata basis, for the partial calendar years at the commencement and expiration of the term of this lease.

Landlord's "gross cost of operating and maintaining the common areas and facilities of the shopping center" are hereby defined as one hundred twenty percent (120%) of the total cost and expense incurred by Landlord in each calendar year in operating, maintaining and repairing (which includes replacements, additions and alterations) of common areas and roofs of the shopping center, including, but not limited to the following as the same apply to

said common areas and facilities, as distinguished from the leasable space of the shopping center: the cost of maintaining, repairing or replacing all service pipes, electric, gas, and water lines and sewer mains leading to and from the demised premises and other premises in the shopping center; the cost of operating, maintaining and repairing the heating, air-conditioning and ventilation equipment in the enclosed mall (if any); all utility charges incurred in operating the shopping center; all costs incurred in painting, repaving, resurfacing, gardening, landscaping, and for traffic control; the cost of public liability insurance, property damage insurance, and all other insurance coverage carried by Landlord for all land and improvements comprising the shopping center; all costs for repairs and improvements, line painting and striping, lighting, Christmas decorations, sanitary and drainage control, public address system, cleaning, removal of snow, trash and rubbish, and depreciation on machinery and equipment used in such maintenance; and the cost of personnel to direct parking and to provide security for the common areas and facilities. "Common areas and facilities" shall be defined as all that portion of shopping center improvements now or hereafter existing, excepting that area which is presently leased to tenants or is hereafter leased to tenants. "Common areas" shall include the parking areas provided by the Landlord in the shopping center, the mall area (if any), the public conveniences of the shopping center, and all other areas in the shopping center now or hereafter constructed and intended to be used in common by Landlord and the tenants and/or customers of the shopping center.

#### 4. REAL ESTATE TAXES

A. Tenant agrees to pay, as additional rent hereunder, a sum equal to Tenant's proportionate share of all real estate taxes which may be levied or assessed by lawful taxing authorities against the land, buildings and all improvements in the shopping center during the term hereof, including extensions and renewals.

"Real estate taxes" shall be deemed to mean all city, county, town and village taxes, special or general, ordinary or extraordinary, assessments, water and sewer rents, charges for public utilities, excises, levies, license and permit fees, and other governmental charges which shall be imposed upon or become due and payable or become a lien upon the premises or any part thereof, including the building and improvements which may hereafter be placed or erected thereon, or on the sidewalks or streets in front of the same by any Federal, state, municipal, or other governmental or public authority under existing law or practice or under any future law or practice. The real estate taxes for any calendar year shall mean the real estate taxes actually paid or due to be paid during such calendar year, whether or not such real estate taxes relate to such calendar year or a fiscal year.

Tenant's proportionate share of real estate taxes shall be determined for each calendar year by multiplying the real estate taxes for such calendar year by the same fraction utilized in Section 3 for determining Tenant's proportionate share of common area maintenance expenses. Tenant's liability for Tenant's proportionate share of any real estate taxes and assessments for the calendar years during which this lease commences and terminates shall in all events be subject to a pro-rata adjustment based on the number of days of said calendar year during which the term of this lease is in effect.

Tenant's proportionate share of such real estate taxes shall be payable, in advance, in monthly installments on or before the first day of each calendar month during the term of this lease, subject to annual or periodic adjustments as hereinafter provided. The monthly installment shall be Six Hundred Twenty-Six and 67/100 Dollars (\$626.67) through the close of the calendar year during which the term of this lease commences. The amount of the monthly installment shall be adjusted (upwards or downwards)

commencing January 1 of the first calendar year after the date of commencement of the term of this lease and on the first day of each calendar year thereafter during the term of this lease to an amount equal to Landlord's reasonable estimate for Tenant's proportionate share of the real estate taxes for the forthcoming calendar year.

Moreover, if prior to the rent commencement date Landlord has paid any real estate taxes for the calendar year in which the rent commencement date occurs, then, at the option of the Landlord, Tenant agrees to pay Landlord within thirty (30) days after demand therefor, the amount, if any, by which Tenant's proportionate share of said real estate taxes so paid exceeds the total of the monthly installments paid or to be paid by Tenant pursuant to the immediately preceding paragraph during such calendar year. Further, if Landlord pays any real estate taxes at any time after the rent commencement date, then, at Landlord's option, Tenant agrees to pay to Landlord within thirty (30) days after demand therefor, the amount, if any, by which Tenant's proportionate share of said real estate taxes so paid exceeds the total of the monthly installments to be paid by Tenant pursuant to the immediately preceding paragraph during such calendar year. The provisions of this paragraph shall not affect or diminish Tenant's obligations to pay monthly installments as hereinabove provided in this Section 4.

Subsequent to the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of real estate taxes for such calendar year. If the total amount paid by Tenant under the immediately preceding paragraphs applicable to the real estate taxes for any such calendar year shall be less than the actual amount due from Tenant applicable to such real estate taxes for such calendar year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 4 for any such calendar year shall be more than the actual amount due from Tenant for such calendar year as shown on the aforementioned statement, Landlord shall pay to Tenant the difference between the amount paid by Tenant and the actual amount due, such excess to be paid within thirty (30) days after the furnishing of each such statement.

If the operation of any of the foregoing provisions results in payment of Tenant's proportionate share of real estate taxes for calendar years extending beyond the term of this lease, Landlord, within thirty (30) days following the expiration of the term of this lease, shall reimburse Tenant any such amount, less amounts then due Landlord from Tenant which are not being contested by Tenant.

A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of taxes and/or assessments assessed or levied against the property to which such bill relates. Landlord's and Tenant's obligations under this Section 4 shall survive the expiration of the term of this lease.

In the event that any present or future enactment of any state or political subdivision thereof or any governmental authority having jurisdiction there over: (a) imposes a tax and/or assessment of any kind or nature upon, against or with respect to the rents payable by tenants in the shopping center to Landlord derived from the shopping center or with respect to the Landlord's (or Landlord's lessor's) ownership of the land and improvements comprising the shopping center, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such improvements, or in addition thereto; and/or (b) imposes a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the shopping center, such tax, assessment and/or

surcharge shall be deemed to constitute real estate taxes for the purpose of this Section 4 and Tenant shall be obligated to pay its proportionate share thereof as provided herein.

B. Tenant shall at all times be responsible for and shall pay all municipal, county, state and Federal taxes assessed against Tenant's leasehold interest in the demised premises or against any personal property of any kind owned, installed or used by Tenant.

#### 5. POSSESSION

Tenant agrees to accept the demised premises in "vanilla shell" condition with demising wall between street addresses 3824 and 3826 removed, wall built across the area of the premises to create the stock area, walls taped and spackled ready for painting, concrete floor ready for Tenant's floor covering, and bathrooms to County Code and electrical work as specified in Exhibit "E", attached and made a part hereof. Landlord, at its cost, agrees to cause the demised premises to be in the foregoing condition prior to delivery of possession. Tenant, upon its acceptance of delivery of possession, will confirm in writing to Landlord, upon request, the date of such acceptance. Upon delivery of possession, Tenant may inspect the "HVAC" system for the demised premises and Landlord agrees to repair any material defects in such "HVAC" system which are specified by written notice to Landlord from Tenant given within five (5) days after delivery of possession. Subject to the foregoing sentence, Tenant has examined the demised premises and all equipment serving the demised premises prior to and as a condition precedent to its execution of this lease, and its taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair, and Tenant agrees and admits that no representation as to the condition or repair thereof has been made by Landlord or by any party on behalf of Landlord.

#### 6. SIGNS

Tenant shall place no signs, awnings, curtains, shades or exterior lighting on any show window or any part of the exterior of the demised premises, or in the interior of the demised premises if visible from the exterior of the demised premises, without the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant shall not paint any brick work, cornice work, mill work or metal work on the front of the demised premises without the prior written consent of Landlord. If any of such placement or work is permitted by Landlord as aforesaid, Tenant shall be responsible for the cost of such placement or work. For the purposes hereof, signs include window or door lettering, placards, and other items, whether located inside or outside the demised premises, if visible from the exterior of the demised premises. Subject to applicable county or local sign regulations, Tenant shall install at its cost and expense, within thirty (30) days after the date of delivery of the demised premises by Landlord to Tenant, an illuminated sign on the exterior facade above the canopy in accordance with the sign criteria attached hereto and incorporated herein as Exhibit "C". In the event Landlord chooses to upgrade, rehabilitate, remodel or renovate the facade of the shopping center, or the portion thereof in which the demised premises are located, at Landlord's cost and expense, Tenant agrees to cooperate in such renovation by promptly, upon thirty (30) days' request, removing its existing signs and replacing them, at Tenant's sole cost and expense, with illuminated signs on the exterior facade above the canopy and on the underside of the canopy in accordance with any revised sign criteria established by Landlord. Tenant's signs shall in no way diminish the rights or ability of other tenants in the shopping center to maintain or erect signs identifying their businesses. Any sign permits which are required shall be obtained and paid for by the Tenant. Copies of all such permits and licenses shall be delivered to Landlord within a reasonable time after they are issued and prior to installation of the respective sign. Tenant shall not place any

sign or advertisement or any type of structure or obstruction on the roof of the demised premises and shall not operate any loudspeaker or other device which can be heard outside of the demised premises. If any sign is exhibited without Landlord's prior written approval hereunder, Landlord shall have, in addition to all of its other rights and remedies under this lease, the right to immediately remove the sign at any time following notice to Tenant from Landlord and Tenant's failure to cure within ten (10) days after the date of such notice, and Tenant shall pay Landlord, as additional rent, upon demand, any and all costs and expenses incurred by Landlord in making said removal and restoring the demised premises to its previous condition, plus the greater of fifteen percent (15%) of the costs of said removal and restoration or Two Hundred Fifty Dollars (\$250.00) for Landlord's time and effort.

**7. USE OF THE DEMISED PREMISES**

A. Tenant covenants and agrees that during the term hereof the demised premises will be used only for the purpose of the display and sale at retail of alcoholic beverages and incidental items customarily sold as ancillary thereto in the majority of Tenant's other similar stores in shopping centers in Montgomery County. Tenant specifically covenants and agrees that the demised premises will not be used for any purpose other than as stated herein.

B. Tenant agrees to open for business to customers in the demised premises within sixty (60) days after the delivery of the demised premises to Tenant. During the term of this lease, Tenant agrees to open and operate under the name of Montgomery County Department of Liquor Control - Leisureworld Store and further agrees not to change the foregoing trade name under which Tenant conducts business in the demised premises without first obtaining the Landlord's written consent, not to be unreasonably withheld.

C. Tenant agrees:

1. To open for business during the entire term of this lease no later than 10:00 a.m. daily.
2. To operate continuously for business during the term hereof until at least 5:00 p.m. daily.
3. To remain open for business at least 2 evenings per week until at least 9:00 p.m.
4. To keep the store front of the demised premises and the exterior signs adequately lighted until 11:00 p.m.

Provided, however, Tenant may reduce such minimum hours of business if such reduction is mandated by Tenant as part of a general policy applicable to all liquor stores of Tenant. Failure to comply herewith, after reasonable notice from Landlord not exceeding thirty (30) days, shall constitute a default under the terms of this lease.

D. Tenant agrees that it will not suffer or permit the demised premises to be used for any unlawful or immoral purpose and that it will not suffer or permit any article to be brought on or any act to be done on the demised premises which shall render the demised premises or the building of which they are a part uninsurable. Tenant, in the conduct of its business, will at its own expense, obtain all occupancy permits for the demised premises and will fully and completely comply with all applicable laws, ordinances, rules and regulations of any and all governmental authorities having jurisdiction of the shopping center or the demised premises (including, without limitation, cleanliness,

health, safety, occupational and use laws and regulations), now existing or hereafter adopted, and the requirements of all insurance underwriters and mortgagees or lessors of the shopping center. Tenant further agrees that in no event shall it use the demised premises for purposes which are prohibited by zoning or similar laws and regulations or covenants, conditions, or restrictions of record.

E. Tenant shall not materially diminish its ability to transact its normal volume of business by any action including, but not limited to, removal of substantial amounts of the inventory, removal of personnel, except as may be mandated by Tenant as part of a general policy applicable to all liquor stores of Tenant.

F. Notwithstanding anything herein to the contrary, employees of Tenant, not exceeding five (5) in number, may elect to park their respective employee vehicles after 5:00 p.m. in front of the demised premises, rather than in the rear thereof, in five (5) parking spaces located near to the front of the demised premises to be designated by Landlord. Tenant agrees that the space set aside for the parking of automobiles in the shopping center, including space adjacent to the group of stores of which the demised premises are a part, is owned and in the complete control of Landlord. Tenant agrees that said parking space is set aside solely for the use and benefit of the customers of all the stores in the shopping center while making purchases therein. Tenant agrees that said parking spaces, fire lanes established from time to time and the lanes in the front of the demised premises shall not be used at any time for the loading or unloading of trucks or delivery wagons or for the delivery of any merchandise or other items to the demised premises, including, without limitation, the delivery of small items, vending machine merchandise or similar items. Trucks and delivery wagons are to use such service lanes as may be provided by Landlord from time to time in the rear of the stores for the loading and unloading of merchandise and such entrances and exits to reach service lanes as may be provided or designated by Landlord from time to time. Unless otherwise mutually agreed in writing by Landlord and Tenant, Tenant further agrees that said parking spaces and fire lanes shall not at any time be used for the parking of automobiles or trucks of Tenant or any of Tenant's employees who shall use the rear parking at all times or such other employee parking areas as Landlord shall designate from time to time. Tenant shall from time to time, upon five (5) days' written notice from Landlord, provide to Landlord a list of the automobile and truck license numbers of Tenant and all of Tenant's employees.

## 8. MAINTENANCE AND REPAIRS

### A. Landlord Responsibility

Landlord will keep the roof and the exterior walls of the demised premises (excluding the store front, interior non-structural portions of the exterior walls, and any plate glass, windows, window frames, doors and door frames and signs) in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repair. Notwithstanding any other provision of this lease, in no event shall Landlord be responsible for repairing any damage to, or performing any maintenance of, the demised premises when any such damage and/or maintenance is caused or necessitated by (i) any act or omission of Tenant or any of Tenant's employees, agents, customers, invitees or licensees, (ii) any fixtures, equipment or other item installed in or placed in the demised premises by Tenant, or (iii) any use of the demised premises not permitted under the terms of this lease. If, for reasons other than force majeure, Landlord fails to perform its obligations under this Section 8A, Tenant may elect to give notice to Landlord specifying the nature of such failure. If Landlord fails to commence within ten (10) days after receipt of Tenant's notice (or such longer period as may be reasonable under the circumstances) and thereafter use reasonable efforts to diligently pursue curing the specified failure, Tenant

may cure such failure by Landlord and demand reimbursement, (but not by way of off-set, recoupment or rent withholding), the reasonable costs of curing, which cost may include an administrative fee of twenty percent (20%) of the actual out-of-pocket costs of curing paid to third parties by Tenant. Tenant's right to cure defaults of Landlord as aforesaid shall be subordinate to any such rights of a mortgagee or master lessor of Landlord.

B. Tenant Responsibility

1. Maintenance

Except for the repairs Landlord is obligated to make pursuant to Section 8(A), Tenant shall, at its own cost and expense, make all necessary repairs, improvements and decorations and perform all maintenance on, in and to the demised premises that are necessary or appropriate to keep the demised premises in good condition and repair and in a safe and tenantable condition. All such repairs, improvements, decorations and maintenance shall be accomplished in a good and workmanlike manner and in compliance with all applicable requirements of law, and Tenant shall use materials equal in quality and kind to the materials used in improvements or betterments employed as of the commencement of business by Tenant from the demised premises. Said obligation shall include, but is not limited to, the maintenance, repair and replacement of the plate glass, store front (excluding the portion, if any, of the store front exterior which is part of the common areas being maintained by Landlord), tenant's signs, all mechanical, plumbing, heating, air-conditioning, ventilating and electrical systems (including any air-conditioning and heating equipment located on the roof of the demised premises), and all other fixtures, appliances and facilities furnished by Landlord or installed by Tenant. Tenant shall also keep the service areas and loading docks or bays adjoining the demised premises free from ice and snow and shall not permit the accumulation of garbage, rubbish or other waste in or around the demised premises. Landlord may, but need not, perform any covenants to be performed by Tenant hereunder if Tenant fails or neglects to do so within a reasonable time, not exceeding ten (10) days, after Landlord has given Tenant written notice specifying Tenant's default and stating the Landlord's intention of so doing, and Landlord may charge to Tenant the reasonable cost and expense thereof, which cost and expense shall be treated as additional rent, due and payable upon ten (10) days' demand. Tenant agrees that the plumbing facilities shall not be used by Tenant, Tenant's employees, agents, customers, invitees or licensees for any other purpose than that for which they were intended, and no foreign substance of any kind shall be thrown or deposited therein, and the expense of curing and repairing any breakage, stoppage or damage resulting from a violation of this provision shall be paid by Tenant, as additional rent, upon ten (10) days' demand by Landlord. Notwithstanding the foregoing, neither Tenant, nor its employees, agents, concessionaires, contractors or assigns, shall enter upon the roof of the demised premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. In all events, Tenant will indemnify and hold Landlord harmless from any expenses or liability, including reasonable attorneys' fees, incurred by Landlord as a result of Tenant's activities on the roof.

2. Condition of Interior

Tenant will keep the show windows and interior of the demised premises in a clean, orderly, and attractive condition at all times. Tenant will not cut or drill into or secure any fixture, apparatus or equipment of any kind to any part of the demised premises, without first obtaining Landlord's written consent. Notwithstanding the foregoing, Tenant, without prior approval by Landlord, may install its merchandise shelving within the demised premises, provided such installations do not impair the structural integrity of the demised premises, violate applicable

laws or casualty insurance policies and such shelving is removed by Tenant upon expiration or termination of the Lease if requested by Landlord. All damage to the demised premises caused by the installation or removal of such shelving shall be promptly repaired at Tenant's cost.

3. Plate Glass Replacement

Tenant shall, at its own cost and expense, maintain and replace, as required, all glass, doors and windows, and all portions thereof, in the demised premises.

4. Alterations by Tenant

Except as otherwise provided in Section 8B.2. above, prior to any work, installations or alterations by Tenant in the demised premises, Tenant shall submit to Landlord plans and specifications covering all work which Tenant proposes to perform in the demised premises, including without limitation, the interior store layout, fixtures and decor. Such plans and specifications shall be prepared in such detail as Landlord may require and Tenant agrees not to commence work upon any of the aforesaid Tenant's work until Landlord has approved such plans and specifications, such approval not to be unreasonably withheld. Landlord agrees to act with reasonable promptness with respect to approval of such plans and specifications. Upon approval of said plans and specifications by Landlord, Tenant shall make, at its own cost and expense, the approved alterations or changes. All alterations, once commenced, shall be diligently pursued to completion. All work shall be performed (i) in a good and workmanlike manner, (ii) in accordance with all applicable legal requirements, insurance requirements, and requirements of any then existing mortgagee, (iii) in accordance with such plans and specifications as have been approved by Landlord, and (iv) only after receipt by Tenant and presentation to Landlord of all necessary permits and licenses. All such work shall be subject to Landlord's inspection and approval during and after completion to determine whether the same comply with the requirements set forth in this lease, provided that such inspections shall not unduly interfere with Tenant's work or the conduct of its business. Tenant shall pay, when and as due, all costs in connection with the maintenance, repair, replacement of any such work performed by Tenant under this Section 12(B)(4).

Landlord reserves the right to correct, remove, and/or perform any maintenance, repairs, and replacements which Tenant fails, in Landlord's reasonable judgment, to properly perform under this Lease within ten (10) calendar days after written notice is given to Tenant by Landlord or, in the event of an emergency, such earlier period of time as the exigencies of the situation may require. Landlord also reserves the right to correct and/or remove any alterations and additions made by Tenant which do not conform to the requirements of this Section 12(B)(4), provided Landlord just gives Tenant written notice of Tenant's failure and Tenant fails to cure within ten (10) days after the giving of such notice. In any instance in which Landlord exercises its rights under this Section 12(B)(4), Landlord may, at its option, reenter the demised premises and proceed forthwith to have such correction, removal, maintenance, repairs, or replacements made and to pay the cost thereof for Tenant's account. No such action by Landlord shall be deemed to waive or release any default by Tenant hereunder. If Landlord performs any correction, removal, maintenance, repairs, or replacements pursuant to this Section 12(B)(4), then, and in any such event, Tenant shall pay Landlord, promptly on demand, as additional rent, any and all expenses incurred by Landlord in performing the same, such expenses to be Landlord's out-of-pocket expenses, plus fifteen percent (15%) thereof for Landlord's overhead.

Notwithstanding anything to the contrary in the foregoing, Tenant shall have no right to make any structural change, alteration or addition to the demised premises.

## 5. Utility Charges

Commencing with the date of delivery of possession of the demised premises Tenant shall promptly pay all utility charges for utilities furnished or rendered to the demised premises, which utilities may include but shall not be limited to heat, water, gas, oil and electricity. In no event shall Landlord be liable in damages or otherwise for any interruption or failure in the supply of any such utilities to the demised premises.

## 6. Condition of Premises at Expiration or Termination

At the expiration or earlier termination of the term of this lease, Tenant will quit and surrender the demised premises in good condition and repair (reasonable use and wear excepted), together with all alterations, additions, erections, or improvements permitted pursuant to Section 12 (B)(2) above. All alterations, additions, erections or improvements (including, in all events, all heating, ventilating and air-conditioning equipment and systems) on or in said demised premises at the expiration or earlier termination of the term of this lease, except furniture or trade fixtures (i.e. improvements made exclusively for Tenant's business and not permanently affixed to or integrated into the demised premises) installed at the expense of the Tenant and which can be moved without damage to the demised premises, shall be and become a part of the demised premises and shall remain upon and be surrendered with the demised premises. Tenant shall restore the premises to the condition they were in at the commencement of the term of this lease, normal wear and tear excepted. Tenant shall remove Tenant's furniture and trade fixtures. Should Tenant fail to cause such restoration or remove said items, then they shall be considered as abandoned and become the property of Landlord, or Landlord may have them removed and disposed of at Tenant's sole cost and expense. All damage done in the course of removing any property as aforesaid shall be repaired at Tenant's sole cost and expense. If the demised premises are not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in surrendering the demised premises, including, without limitation, any claims made by any succeeding occupant found on such delay. Tenant's obligations under this Section 8(B)(6) shall survive the expiration or earlier termination of this lease. Notwithstanding the foregoing, Tenant shall not be obligated to (i) remove carpeting or floor tile or (ii) replace the demising wall Landlord removes and the interior walls of the stock area Landlord installs, both at or prior to commencement of the term hereof.

### (i) Liens

Tenant will not permit or suffer any lien to attach to the demised premises or the shopping center, or the interest of Landlord or Landlord's lessor therein, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate (or Landlord's lessor's interest or estate) to any lien. Tenant covenants and agrees to save and hold harmless the Landlord from and against any such lien or claim of lien. In the event that any lien is filed against the demised premises or the shopping center, or the interest of Landlord or Landlord's lessor therein as a result of additions, alterations, repairs, installations or improvements made or claimed to have been made by Tenant or anyone holding any part of the demised premises through or under Tenant, or any other work, act or failure to act of any of the foregoing, Tenant shall fully pay or discharge the same within thirty (30) days from the filing thereof. If Tenant fails to discharge by payment, bond (with surety satisfactory to Landlord) or court order, any such lien, Landlord, at its option, in addition to all other rights or remedies provided in this lease, may bond or pay off said lien or claim without inquiring into the validity thereof for the account of Tenant, and all expenses incurred by Landlord in so discharging said lien shall

be paid by Tenant to Landlord as additional rent on fifteen (15) days' demand. Removal of any such lien by Tenant shall not constitute an admission of liability by Tenant.

9. PROPERTY DAMAGE AND LIABILITY INSURANCE

A. Tenant shall obtain and maintain, during the full term of this agreement and any extension thereof, a policy of public liability insurance with bodily injury limits of Five Hundred Thousand Dollars (\$500,000.00) for injury (or death) to one person, One Million Dollars (\$1,000,000.00) per occurrence, and property damage insurance with a limit of One Hundred Thousand Dollars (\$100,000.00).

B. The Tenant shall not permit or do anything which would increase the rate of fire insurance upon the Leased premises. Should said insurance rates be increased by reason of Tenant's use of the premises, Tenant shall pay to Landlord the difference in the insurance premiums over and above that existing as of the date of this Lease when and as same become due and payable or Tenant shall provide Landlord with written evidence of sufficient self-insurance.

C. To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and save Landlord harmless from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring within the leased premises after the commencement date hereof, and until the end of the term of this lease, so long as Tenant is in occupancy of any part of the premises, excepting claims that may be filed by virtue of the negligent acts or omissions of the Landlord, the Landlord's employees, contractors, agents or servants.

D. Tenant further agrees that all equipment, trade fixtures or personal property in the leased premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such equipment, trade fixtures or personal property arising out of the acts or omissions of the Tenant, Tenant's agents, servants and employees. Landlord shall be liable for any property damage caused by or through the acts and omissions of the Landlord, the Landlord's agents, servants and employees.

E. Tenant shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days after execution of this agreement. Tenant reserves the right to self insure. Tenant and Landlord hereby waive any right of subrogation against the other, provided such waiver can be obtained at no additional cost.

10. DAMAGE TO PERSONAL PROPERTY

All personal property, fixtures, goods, wares and merchandise in the demised premises shall be and remain at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of such personal property, fixtures, goods, wares or merchandise arising from any acts of negligence of any other tenants or persons, nor from the bursting, overflowing or leaking of the roof or downspouts, or of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever including snow, wind or ice, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or about said premises; the Tenant expressly agrees to indemnify and save the Landlord harmless in all such cases and, in addition, for any damage to any property of Landlord or others caused by the negligence of Tenant, Tenant's agents, customers, invitees or employees. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage described in this

Section 10. The provisions of this Section 10 are not intended to release Landlord of its repair obligations under Section 8.A. above or liability for damages suffered as a result of Landlord's failure to perform such obligations.

#### 11. DAMAGE

Landlord will maintain fire and extended coverage insurance on the shopping center. If the demised premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the fixed annual minimum rent and all additional rent shall not be abated or reduced. If by reason of such occurrence, the demised premises shall be rendered untenable only in part, Landlord shall promptly, at its own expense, cause the damage to be repaired and the fixed annual minimum rent and additional rent shall be reduced proportionately during the period of such untenability as to the portion of the demised premises rendered untenable, based on the proportion that the number of square feet of floor area of the demised premises rendered untenable bears to the total number of square feet of floor area of the demised premises. If the demised premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly, at its own expense, cause such damage to be repaired and the fixed annual minimum rent and additional rent shall be reduced during the period of such untenability in whole. Notwithstanding anything to the contrary in the foregoing, if the demised premises shall be destroyed or damaged to the extent of fifty (50%) or more of their replacement value above foundation walls or rendered wholly untenable after the beginning of the last three (3) years of the then current term of this lease [or twenty five percent (25%) during the last two (2) years of the then current term of this lease, or fifteen percent (15%) during the last year of the then current term of this lease], or, if at any time forty percent (40%) or more of the buildings and improvements comprising the shopping center shall be damaged or destroyed or rendered substantially untenable by any such casualty, Landlord may terminate this lease by notice to Tenant, said notice to be given within forty-five (45) days of the event giving rise to such damage or destruction. Any such termination as aforesaid shall not affect any rights theretofore accrued to Landlord hereunder because of prior defaults of Tenant. During the course of repairing the demised premises or the shopping center after any such damage, Landlord shall be entitled to use the common areas for storage of materials and staging of any appropriate work, including such temporary denial of pedestrian or vehicular access as is necessary or appropriate. The time required by Landlord to repair any said damage as aforesaid shall be extended by such time as is reasonably required by Landlord to settle any insurance claim arising out of the damage to the demised premises or the shopping center. Landlord's obligation to repair any such damage shall in any event be limited to the proceeds actually received by Landlord from insurance coverage, and shall be limited to the basic building, store front (other than Tenant decoration or modification thereof), and interior structural work existing as of the date of commencement of the term of the lease (including the initial "fit up" work performed by Landlord at its cost prior to commencement of the lease term), and in no event shall include repair of any alterations, improvements or betterments made by Tenant in or about the demised premises. Tenant, after the occurrence of any such fire or other casualty shall, at its own cost and expense, promptly repair and restore the portion of the demised premises Landlord is not obligated to restore, as well as Tenant's fixtures, equipment and appurtenances. Landlord agrees to use Landlord's best efforts to obtain an endorsement to any insurance policy or policies carried pursuant to this Section 11, whereby the insurer waives any right of subrogation against Tenant on any claim that Landlord, or any other party having an interest in such insurance policy or the proceeds therefrom, may have against Tenant.

## **12. CONDEMNATION**

In the event that any portion of the demised premises shall be taken or condemned for public use, the Landlord shall, to the extent of the condemnation award available to Landlord, rebuild and restore the remaining portion thereof so as to make an architecturally complete unit, and the fixed annual minimum rent provided for under the provisions of Section 2, and additional rent due under Section 3, shall be reduced in the proportion which the actual floor area of the demised premises taken bears to the entire floor area of the demised premises prior to the condemnation. However, in the event that twenty-five percent (25%) or more of the total floor area of the demised premises shall be so taken, either Tenant or Landlord may cancel and terminate this lease by serving upon the other party a written notice of its intention so to do within thirty (30) days after the condemnation judgment (or final settlement in lieu thereof) shall be entered, in which event Landlord shall not be required to restore or rebuild the demised premises. Moreover, in the event twenty-five (25%) percent or more of the floor area of the buildings constituting the shopping center shall be so taken, Landlord shall have the right to cancel and terminate this lease by serving upon Tenant a written notice of its intention to do so within thirty (30) days after the condemnation judgment (or final settlement in lieu thereof) shall be entered. It is agreed, however, that if a portion of the demised premises or the shopping center is taken and the lease is not canceled or terminated by either party hereto as permitted above, then the demised premises shall be restored as aforesaid. Tenant shall have no right or claim for any portion of Landlord's condemnation awards, and shall have no right or claim based on the condemnation of the store unit or the improvements thereto or of Tenant's leasehold interest therein. Landlord's obligation to restore the demised premises shall be limited, in any event, to the basic building, store front (other than Tenant decoration or modification thereof), and interior structural work existing as of the date of the commencement of the term of the lease (including the initial "fit up" work performed by Landlord at its sole cost prior to commencement of the lease term), and in no event shall include restoration of any alterations, additions or betterments made by Tenant in or about the demised premises. Notwithstanding the foregoing, Tenant may separately claim for relocation and other compensation from condemning authority, provided Tenant's claim does not diminish or prejudice Landlord's rights to claim and receive the full condemnation award it would otherwise be entitled to receive if Tenant had no right to claim or receive any portion of such award.

## **13. LANDLORD'S INSPECTION RIGHTS**

Landlord shall have the right at all reasonable times and with reasonable notice (except in case of emergency) to enter upon the demised premises for the purpose of inspecting the same, making necessary repairs, or during the last six (6) months of the lease term, to bring prospective tenants into the demised premises for the purpose of showing same and during such period, Landlord may display "For Rent" signs in the windows of the demised premises. Landlord shall have the further right to enter upon the demised premises, and to an easement upon the demised premises for the purposes of installing, maintaining and repairing pipes or other utility or similar service to or for other premises located in the shopping center, provided the same does not unreasonably disturb or limit the rights of Tenant to the use and enjoyment of the demised premises.

## **14. LANDLORD'S RIGHTS ON TENANT'S DEFAULT**

A. In the event that: (1) Tenant shall have failed to pay any installment of fixed annual minimum rent, additional rent, or any other charge provided herein, or any portion thereof when the same shall be due and payable, and the same shall remain unpaid for a period of ten (10) days thereafter; or (2) Tenant shall be in

default under any other provision of this lease and so remain for a period of fifteen (15) days after Landlord, by written notice, has informed Tenant of such default (in the case of a default which cannot with due diligence be cured within a period of fifteen (15) days, Tenant shall have such additional time, not exceeding sixty (60) days after the expiration of said fifteen (15)-day period, to cure same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to cure such default after receipt of said notice); or (3) (a) Tenant or Guarantor, if any, shall file in any court a petition in bankruptcy or insolvency or for reorganization or arrangement under the United States Bankruptcy Code or state law (or for reorganization or arrangement under any future federal or state code or law for the same or similar relief), or for the appointment of a receiver or trustee of all or a portion of the Tenant's property; or (b) an involuntary petition of the kind referred to in 3(a) of this paragraph A shall be filed against Tenant or Guarantor, if any, and such petition shall not be vacated or withdrawn within thirty (30) days after the date of filing thereof; or (c) Tenant or Guarantor, if any, shall make an assignment for the benefit of creditors; or (d) Tenant or Guarantor, if any, shall be adjudicated a bankrupt or insolvent debtor; or (4) Tenant shall vacate or abandon the demised premises and leave same vacated or abandoned for a period of thirty (30) days; or (5) Tenant shall assign or sublet the demised premises without the prior written consent of Landlord, then Landlord may elect by written notice to Tenant to terminate Tenant's right to possession only, without terminating the lease, and Landlord may, at Landlord's option enter into the demised premises and take and hold possession thereof, without terminating the lease or releasing Tenant or Guarantor, in whole or in part, from Tenant's obligation to pay rent hereunder for the full stated term at the time and in the manner provided in this lease.

Landlord may, at its option, while such default or violation of covenant or condition continues, and after fifteen (15) days' notice of its intention so to do, declare all the minimum rent reserved for the full term of this lease remaining unpaid due and payable at once.

Upon and after entry into possession without termination of the lease, Landlord may, but need not, relet the premises or any part thereof, for the account of Tenant, to any person, firm or corporation, other than Tenant, for such rent, for such time and upon such terms as the Landlord, in Landlord's sole discretion, shall determine, and Landlord shall not be required to accept any tenant offered by Tenant, or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may alter the demised premises and make repairs, redecorations and remodeling to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the costs thereof, together with Landlord's expense of obtaining possession of the demised premises and the expense of reletting (including brokerage fees or commissions and reasonable attorneys' fees). If the consideration collected by Landlord upon such reletting for Tenant's account (if any) is not sufficient to pay monthly the full amount of the fixed annual minimum rent and the additional rent payable by Tenant under this lease (including, without limitation, the additional rent payable by Tenant under Sections 3 and 4 of this lease), Tenant shall pay to Landlord the amount of each monthly deficiency immediately upon demand. No reletting of the demised premises by Landlord, whether or not the term of such reletting extends beyond the term of this lease, shall (i) be deemed an acceptance by Landlord of an offered surrender of the demises premises, or (ii) release Tenant from any of its liability under this Lease.

B. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within the applicable time period specified in the preceding Paragraph A, or

immediately if such default requires emergency action, or fails to forthwith commence to cure a non-monetary default which Tenant reasonably cannot cure within the applicable period and diligently pursue such cure to completion within the applicable time specified in Paragraph A, after the date of such notice, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant and the sums so expended by Landlord shall be deemed to be additional rent, and shall be paid by Tenant to Landlord on ten (10) days' written demand by Landlord.

C. [Intentionally Omitted]

D. In addition to the rights hereinbefore given to Landlord to terminate Tenant's right to possession only, Landlord shall also have the right to elect at any time after default, or at any time after Landlord has terminated Tenant's right to possession only, to cancel and terminate this lease by serving written notice on Tenant of such election, and to pursue any remedy at law or in equity that may be available to Landlord. Should Landlord at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including (i) the cost of recovering the demised premises, (ii) reasonable attorneys' fees incidental thereto, and (iii) the worth at the time of such termination of the excess, if any, of the amount of fixed annual minimum rent, additional rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts described in items (i), (ii) and (iii) shall be immediately due and payable by Tenant hereunder; there shall be credited against the amount described in clause (iii) any amounts paid to Landlord pursuant to the last paragraph of paragraph A of this Section 14 which relate to the period after such termination. For the purposes of this paragraph D, in computing the amount of the additional rent under Section 3 payable by Tenant, there shall be included the average annual additional rent payable under Section 3 by Tenant during the period from the rent commencement date to the time of default, or, if shorter, during the thirty-six (36) month period immediately preceding the default.

E. No waiver by Landlord of a breach of any covenant, agreement, obligation or condition of this lease shall be construed to be a waiver of any future breach of the same or other covenant, agreement, obligation or condition hereof. No receipt of money by Landlord from Tenant after notice of default, or after the termination of this lease, or after the commencement of any suit or after final judgment for possession of the demised premises, shall reinstate, continue or extend the term of this lease or affect any notice, demand or suit. The rights and remedies hereby granted are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. To the fullest extent allowed by law, Tenant hereby waives any right of redemption or similar right granted by any statute, regulation or rule of court, or otherwise by law. Landlord and Tenant shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the demised premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of fixed annual minimum rent or additional rent, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceedings if the effect thereof would be to delay or impair Landlord's recovery of possession; this shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

## 15. ASSIGNMENT AND SUBLETTING

Tenant covenants and agrees that it shall not have the right to assign, encumber, pledge, hypothecate or transfer this lease (by operation of law or otherwise, and whether absolutely or as security for any loan or other obligation) nor sublet the demised premises in whole or in part, in any way or degree, voluntarily or involuntarily, without the prior written approval of Landlord, which approval Tenant agrees may be granted or withheld in Landlord's sole discretion. Tenant shall not in any manner part with the possession of the demised premises, nor permit the transfer of the effective control of the ownership of Tenant's business operation. Any action by Tenant that is contrary to the provisions of the preceding sentence shall constitute an assignment of this lease and, as such, shall be subject to the provisions of this Section 15. In the event of any assignment, encumbrance, pledging, hypothecation, transfer or subletting which is approved by Landlord, Tenant and Guarantors, if any, shall nonetheless upon notice thereof remain responsible for the payment of all sums and the performance of all obligations required of the Tenant hereunder. Landlord's consent to any particular assignment or subletting of the lease or the demised premises shall in no event be interpreted as consent to any future assignment or subletting. Landlord's acceptance of fixed annual minimum rent or additional rent from any assignee or sublessee shall not be deemed a waiver of the provisions of this Section 15. Tenant's failure to comply with the terms and conditions of this Section 15 shall, at Landlord's option, render any purported assignment, encumbrance, pledging, hypothecation, transfer or subletting null and void and of no force and effect and, in addition, shall constitute a default.

**16. ATTORNEYS' FEES AND RELATED MATTERS**

In the event of any default hereunder by Tenant and the filing of suit by Landlord as a result thereof, Tenant agrees to pay, as additional rent upon demand by Landlord, the clerk's fee, the marshall's or sheriff's fee and any and all other additional costs and expenses (excluding attorneys' fees) that may be incurred by Landlord and the court shall have the power to award such fees, costs and expenses to Landlord.

Tenant agrees that to the fullest extent allowed by law, all fixed annual minimum rent, all additional rent payable hereunder, and all other sums or charges payable by Tenant which are not paid when due, shall bear and accrue interest at the lower of the highest rate allowed by law, or two percent (2%) over the annual prime rate charged from time to time by Chase Manhattan Bank, N.A. (adjusted daily) from the date when such payment is due until the date paid. In addition, in the event Tenant's payment of any monthly installment of fixed minimum annual rent or other additional rent which is payable in monthly installments is received postmarked after the fifth (5th) day of the month, Tenant shall promptly pay to Agent a service charge of \$5.00 per day for each day following the first day of the month that such installment is in arrears.

**17. HOLDING OVER**

In the event that Tenant shall hold over after the expiration or earlier termination of this lease, the tenancy created by such holding over shall be a month-to-month one, but in all other respects shall be governed by the terms of this lease, provided, further, in all cases, thirty (30) days' notice shall be required to terminate the tenancy created by such holdover.

**18. TENANT'S COOPERATIVE ADVERTISING FUND**

A. Tenant shall pay annual dues for participation in the Tenants Cooperative Advertising Fund, if any (the "Fund") in an amount equal to the amount set forth in Item 7 of Article I, or such greater amount of annual dues as may be assessed by the Landlord or the Fund from time to time, not to exceed ten percent (10%) per annum, compounded, or the percentage increase per annum

compounded, assessed by the Fund to the other tenant/merchants, whichever is less. Unless otherwise instructed in writing by Landlord, Tenant shall pay said sum directly to Landlord in twelve equal monthly installments, in advance, in the same manner and at the same times as the monthly installments of fixed annual minimum rent payable hereunder. Such amounts are to be paid without deduction or diminution of any kind and are not to be charged or credited against additional rent otherwise due Landlord. Such annual dues are hereby described as rent to facilitate the collection of same, and all rights and remedies of Landlord in respect to the non-payment of rent shall also apply to any and all defaults in the payment of said dues.

B. Tenant agrees to use the name and logo of Montgomery County Department of Liquor Control - Leisureworld Store prominently as part of its address in all its advertising and promotional literature.

**19. LANDLORD'S TITLE AND COVENANT OF QUIET ENJOYMENT; LANDLORD'S LIABILITIES**

A. Landlord covenants that it has full right and power to execute this lease. Subject to the provisions of Section 21, Landlord further covenants that it has the full right and power to perform this lease, and that Tenant, on paying the fixed annual minimum rent and all other additional rent provided herein and performing the covenants and agreement hereof, shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this lease, and any extension or renewals hereof.

B. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment occurring after Landlord shall have transferred ownership of Landlord's interest in the demised premises. Tenant agrees that Landlord shall not be personally liable under this Section 19 or any other provision of this Lease, but that Tenant shall look solely to the Landlord's interest in the shopping center for any recovery of a money judgment from the Landlord in any action or claim arising from or related to this lease. Such exculpation of personal liability is absolute and without any exception whatsoever. To the extent Tenant may otherwise have the right to a recovery against an insurer of Landlord, then this Section 19B shall not limit such right of recovery, provided that the provisions of this sentence shall not be asserted by Tenant if the results thereof would be a denial or diminution of coverage by the insurer.

**20. CONTRACT SOLICITATION**

Other than Carey Winston Company, which will be paid a commission by ROSSMOOR-IDI Commercial Center Associates Limited Partnership, Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

**21. SUBORDINATION**

This lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust which may now or hereafter affect such lease or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee, trustee or

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landlord. In confirmation of such subordination, Tenant shall execute promptly any certificate or instrument that the Landlord or Landlord's mortgagee may request. No such certificate or instrument shall, in addition to confirming such subordination, require Tenant to waive in any material respect other rights under this Lease. Provided, however, that notwithstanding the foregoing, the party secured by any such mortgage or deed of trust shall have the right to recognize this lease and, in the event of any foreclosure sale under such mortgage or deed of trust, this lease shall continue in full force at the option of the party secured by such mortgage or deed of trust or the purchaser under any such foreclosure sale; and the Tenant covenants and agrees that it will, at the written request of the party secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said mortgage or deed of trust to the lien of this lease. At the option of any landlord under any ground or underlying lease to which the lease is now or may hereafter become subject or subordinate, Tenant agrees that neither the cancellation or termination of such ground or underlying lease shall by operation of law or otherwise, result in cancellation or termination of this lease or the obligations of the Tenant hereunder, and Tenant covenants and agrees to attorn to such landlord or to any successor to Landlord's interest in such ground or underlying lease, and in that event, this lease shall continue as a direct lease between the Tenant herein and such landlord or its successor; and, in any case, such landlord or successor under such ground or underlying lease shall not be bound by any prepayment on the part of Tenant of any rent for more than one (1) month in advance, so that rent shall be payable under this lease in accordance with its terms, from the date of the termination of the ground or underlying lease, as if such prepayment had not been made; and provided, further, such landlord or successor under such ground or underlying lease shall not be bound by this lease or any amendment or modification of this lease unless, prior to the termination of such ground or underlying lease, a copy of this lease or amendment or modification thereof, as the case may be, shall have been delivered to such landlord or successor.

## 22. TRANSFER OF LANDLORD'S INTEREST

A. So long as Landlord's interest in the demised premises is a fee interest, the term "Landlord", as used in this lease, is defined as the then current owner or mortgagee in possession of the demised premises. In the event of any sale or sales by the then current Landlord hereunder of the demised premises, or in the event said demised premises are leased by the then current Landlord hereunder to any party (subject to this lease), then, from and after the closing of such sale or lease transaction, the Landlord whose interest is thus sold or leased shall be and hereby is completely released and forever discharged from and of all covenants, obligations and liabilities of Landlord hereunder.

B. So long as Landlord's interest in the demised premises is a leasehold interest, the term "Landlord" as used in this lease is defined as the current owner for the time being of the leasehold estate demised by the lessor under the lease. In the event of any transfer or assignment by the then current Landlord hereunder of Landlord's interest under said lease, then, from and after the closing of such transfer or assignment transaction, the Landlord whose interest is thus assigned or transferred shall be and hereby is completely released and forever discharged from and of all covenants, obligations and liabilities of Landlord hereunder.

## 23. CHANGES REQUIRED BY LENDER

In the event that any bank, insurance company, university, pension or welfare fund, savings and loan association, real estate trust or other financial institution, trust or fund providing either the interim construction financing for the

shopping center or permanent financing for the shopping center requires, as a condition of such financing, that modifications to this lease be obtained, and provided that such modifications: (i) are reasonable, (ii) do not adversely affect Tenant's use of the demised premises as herein permitted, (iii) do not materially alter the mutually approved working plans and specifications, if any there be, and (iv) do not increase the rents and other sums required to be paid by Tenant hereunder or otherwise materially diminish Tenant's rights under this lease; then and in such event, Landlord may submit to Tenant a written amendment to this lease incorporating such required changes, and Tenant hereby covenants and agrees to execute, acknowledge (if necessary), and return such amendment to Landlord within ten (10) days of Tenant's receipt thereof from Landlord.

#### 24. STATUS OF LEASE

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of one to the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease.

Without limiting the generality of the foregoing, the Tenant specifically agrees, at Landlord's request, promptly upon the commencement of the term hereof, to notify the Landlord in writing of the date of the commencement of the term and to acknowledge satisfaction of the requirements with respect to construction and other matters by the Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement. Moreover, at any time within ten (10) days after request is made, Tenant shall execute, acknowledge and deliver to Landlord and/or Landlord's designee a certificate evidencing whether or not:

- (1) This lease is in full force and effect;
- (2) This lease has been amended in any way;
- (3) There are any existing defaults by Landlord hereunder and specifying the nature of such defaults, if any;
- (4) Landlord has performed all improvements or other work, if any, required under this lease;
- (5) The date to which rent, including additional rent, has been paid;
- (6) There is any security deposit held by Landlord; and
- (7) The address to which notices are to be given to Tenant.

Landlord and Tenant agree that this lease shall not be recorded but that, upon request by Landlord, a short form lease of even date herewith shall be executed and recorded in accordance with the laws governing and regulating recording of such documents in the state in which the demised premises are located.

#### 25. MORTGAGEE'S RIGHT TO CURE LANDLORD'S DEFAULT

Tenant agrees that in the event the Landlord is in default under this lease, any mortgagee of Landlord's interest in the demised premises, and the lessor under any ground or underlying lease which includes the demised premises, shall be permitted (but not required) to enter the demised premises during normal business hours for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or ground or underlying lessor in lieu of performance by the Landlord. Tenant

further agrees that, from and after specific written request by Landlord to do so (which request sets forth the name and address of any mortgagee or ground or underlying lessor), Tenant will, simultaneously with the giving of any notice to Landlord as required or permitted hereunder, give a copy of such notice to such mortgagee or ground or underlying lessor and that any such notice to Landlord shall not be effective unless Tenant has simultaneously given such notice to such mortgagee or ground or underlying lessor.

**26. RENOVATION**

In the event Landlord chooses to upgrade, rehabilitate, remodel or renovate the shopping center at Landlord's sole cost and expense and without any capital expenditure on the part of Tenant, Tenant agrees to pay to Landlord, commencing upon the first day of the first full calendar month after the date of notice from Landlord to Tenant that said improvement program has been substantially completed, and for the duration of the term of this lease, an annual sum equal to Fifty Cents (\$.50) multiplied by the number of square feet of floor area of the demised premises and payable in twelve (12) monthly installments, payable on the first day of each calendar month together with each installment of fixed annual minimum rent payable hereunder. However, such additional rent shall not be deemed a part of the fixed annual minimum rent or the other additional rent due under this lease. The provisions of this Section 26 shall not be operative during the initial term hereof, but only during Extended Terms, if any.

**27. NOTICE**

All notices given or required to be given hereunder must be by registered or certified mail, return receipt requested, postage prepaid (or, in the event of postal strike or interruption, such notice shall be by personal delivery), to the respective addresses hereinafter set forth.

TO LANDLORD AT:           c/o Carey Winston Company  
5550 Friendship Circle  
Suite 500  
Chevy Chase, Maryland 20815

TO TENANT AT:           Montgomery County Government  
Department of Facilities and Services  
Division of Real Estate Management  
110 North Washington Street  
Rockville, Maryland 20850

WITH A COPY TO:       Department of Liquor Control  
16650 Crabbs Branch Way  
Rockville, Maryland 20855  
Attn: Jerome L. Baylin, Director

Such addresses may be changed from time to time by serving notice as above provided. Any such notice shall be deemed given, if mailed as aforesaid, upon the date of deposit in the United States mail, or, if given by personal delivery, upon receipt.

**28. RELATIONSHIP OF PARTIES**

Anything in the foregoing to the contrary notwithstanding, it is agreed that Landlord shall in no event be deemed to be a partner of, or engaged in a joint venture with, or be an associate of Tenant for any purpose whatsoever; nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this lease shall be deemed or construed to confer upon Landlord any interest in the business of Tenant. The relationship of the parties during the term of this lease shall at all times be only that of landlord and tenant.

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## 29. RULES AND REGULATIONS

In the event of conflict between the Rules and Regulations and the terms and provisions of the lease, the terms and provisions of the lease shall control; and, in the event the lease provides for more stringent provisions or restrictions regarding any subject matter described in the Rules and Regulations, the provisions or restrictions set forth in the lease shall control. Tenant agrees to comply with and observe the rules and regulations attached to this lease as Exhibit B and all reasonable amendments or supplements thereto which Landlord may adopt. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this lease in the manner as if the same were contained herein as covenants.

## 30. SPECIAL PROVISIONS CONCERNING DELIVERY OF POSSESSION

If Landlord shall be unable to deliver possession of the demised premises (including delivery on the date, if any, specified in this lease) by reasons of holding over or retention of possession of any occupant, or for any other reason, Landlord shall not be subject to any liability for failure to deliver possession; under such circumstances, the fixed annual minimum rent and all other rent reserved and covenanted to be paid herein shall be abated until possession of the demised premises is delivered by Landlord to Tenant, or until such later date after the date of delivery of possession as may be specified elsewhere in this lease, and no such failure to deliver possession shall in any other manner affect the validity of this lease or the obligations of Tenant hereunder. Notwithstanding anything to the contrary in this lease, if the term of this lease shall not have commenced within twelve (12) months of the date hereof for reasons reasonably beyond the control of Landlord, then this lease shall, at the option of either Tenant or Landlord, become void and both parties hereto shall be relieved of all obligations; moreover, if the term of this lease shall not have commenced within three (3) years of the date hereof for any reason, then this lease shall automatically become void and both parties hereto shall be relieved of all obligations.

## 31. MISCELLANEOUS

It is understood and agreed that this Lease Agreement and the exhibits, addendums and riders attached hereto, contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors and assigns, subject to the provisions hereof regarding assignment and subletting of this lease or the demised premises by Tenant.

Feminine, neuter and masculine pronouns, the plural and the singular, and the words "lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange. The headings, titles and captions contained herein are for convenience and reference only, and shall not be deemed to explain, modify, amplify, expand, limit or define the terms and provisions of this lease. The words "term of this lease" or "lease term", or words of like import, shall refer to the original term of this lease set forth in Section 1, and validly exercised extensions, if any, under the provisions of this lease. If Tenant is two or more individuals or entities, said individuals or entities shall be jointly and severally liable for the performance of all obligations, covenants and agreements of Tenant in this lease. Time shall be of the essence for the performance of all agreements and obligations by Tenant hereunder. If any terms or provisions of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the fullest extent permitted by law. No failure of Landlord or Tenant to insist upon strict performance of any provision of this lease, and no failure of Landlord or Tenant to exercise any right, remedy or option hereby reserved shall be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval in the future of any similar act by Tenant. No provision of this lease shall be deemed to have been waived unless such waiver shall be in writing signed by Landlord or Tenant, as the case may be. This lease shall be governed and construed under the laws of the state in which the demised premises are located.

If Tenant is or will be a corporation, the persons executing this lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated and/or a duly qualified (if a foreign corporation) corporation and authorized to do business in the state where the demised premises are located; and that the person or persons executing this lease on behalf of Tenant is an officer or are officers of such Tenant, and that he, she or they as such officers were duly authorized to sign and execute this lease. Upon request of Landlord to Tenant, Tenant shall deliver to Landlord documentation satisfactory to Landlord evidencing Tenant's compliance with the provisions of the preceding sentence.

Neither the negotiations of the terms of this lease nor its submission thereof for examination or signature by Tenant shall constitute a reservation of the demised premises or other space, or an option for lease, or an offer or agreement to enter into a lease, and this agreement shall not be effective as a lease or otherwise until executed and delivered by both Landlord and Tenant.

**32. EXHIBITS**

The following exhibits, riders and addendums are attached to this lease and made a part hereof.

Exhibit A	Description of Demised Premises
Exhibit B	Rules and Regulations
Exhibit C	Sign Criteria
Exhibit D	N/A
Exhibit E	Scope of Electrical Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

N/A

**33. PAYMENT OF INTEREST**

Whenever Tenant is required to pay Landlord interest under the terms of this lease, such interest shall be the lesser of (i) the highest applicable lawful rate of interest permitted in the jurisdiction in which the shopping center is located, or (ii) the sum of two percent (2%) per annum plus the "Prime Rate" (as hereinafter defined), which sum shall fluctuate in accordance with changes in the Prime Rate as hereinafter provided.

Anything to the contrary in this lease notwithstanding, no interest shall be paid or due under this lease that would exceed the highest applicable lawful rate permitted in the jurisdiction in which the shopping center is located. In the event any interest paid hereunder exceeds the rate permitted by law, such interest shall be recalculated and any excess paid over the interest rate permitted by law, plus legal interest on such excess, shall be paid

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to Tenant forthwith, it being the intent of the parties hereto that under no circumstances shall Tenant be required to pay interest in excess of the lawful rate.

The "Prime Rate", as said term is used herein, means the variable rate of interest announced as the "prime rate" from time to time by Citibank, N.A., at its main office in New York, New York, as such rate changes from time to time.

The Prime Rate shall be determined as of the date the corresponding rental is due and shall thereafter be determined as of the last business day of each succeeding week thereafter so long as the rental is unpaid. The Prime Rate so determined shall remain in effect from said date until the effective date of the next succeeding determination of the Prime Rate hereunder. The Prime Rate determined as of the last business day of each of the succeeding weeks that the corresponding rental remains unpaid shall become effective as of Monday next following and shall remain in effect until the effective date of the next succeeding determination of the Prime Rate. All interest hereunder shall be calculated on a per-diem basis based upon a three hundred sixty (360)-day year.

Notwithstanding any provision hereof to the contrary, interest shall not be charged by Landlord with respect to its twenty percent (20%) overhead/administrative charge payable under certain provisions of this lease.

**34. NON-DISCRIMINATION**

Landlord agrees to abide by the provisions of Executive Regulation No. 9-75 (re: Non-Discrimination in Employment in County Contracts) adopted July 7, 1977, and as set forth in Section 11B-3, and Chapter 27 of the Montgomery County Code 1984, as amended.

**35. PUBLIC EMPLOYMENT**

Landlord understands that unless authorized under Section 11B-46 or 11B-54 of the Montgomery County Code 1984, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ employee for employment contemporaneous with his or her public employment.

**36. NON-APPROPRIATION**

Tenant shall have the right to terminate this Lease Agreement at any time in the event that the Montgomery County Council fails to appropriate sufficient necessary funding for the continued operation of the leased premises, provided that in such an event, the Tenant shall provide Landlord with no less than forty-five (45) days' written notice of termination.

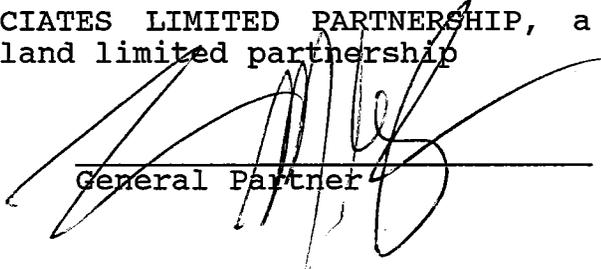
IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be signed and sealed, as of the day and date first set forth above.

WITNESS/ATTEST:

LANDLORD:

ROSSMOOR-IDI COMMERCIAL CENTER ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership

*Patricia Ann Algeritz*  
[CORPORATE SEAL]

By:   
its General Partner

By: Norman M. Dreyfuss  
Name: General Partner  
Title: Apr. 21, 1992  
Date:

WITNESS/ATTEST:

TENANT:

MONTGOMERY COUNTY, MARYLAND

Jo Anne Poore

By: William W. Sumner  
its Deputy Chief Administrative  
Officer.

Date: April 24, 1992

APPROVED AS TO FORM AND  
LEGALITY:  
OFFICE OF THE COUNTY  
ATTORNEY

RECOMMENDED BY:

By: [Signature]  
Date: 4/22/92

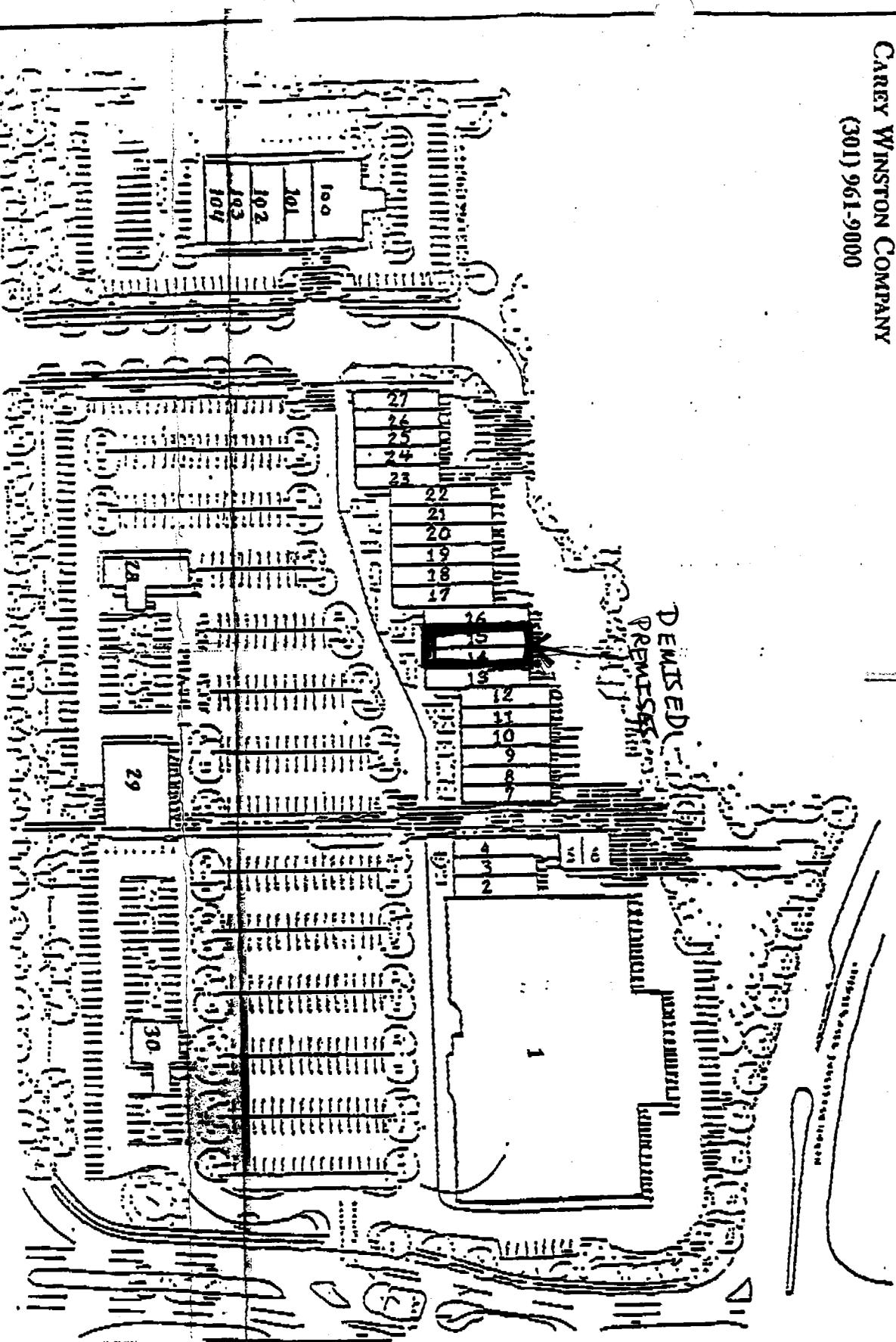
Gloria W. Kratz  
Gloria W. Kratz, Chief  
Office of Real Estate Management

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CAREY WINSTON COMPANY  
(301) 961-9000

# LEISUREWORLD PLAZA



## TENANT LIST

1	GIANT FOOD	55,330
2	LWP BEER & WINE	1,600
3	METROPOLITAN FED. S & L	1,600
4	PERNICKETY	2,000
5	PLAZA CUSTOM TAILORS	1,000
6	C GILMOUR REAL ESTATE	1,000
7	RAINBOW GIFTS	1,800
8	CREST CLEANERS	1,800
9	VACANT	1,800
10	GOLD CASTLE JEWELRY	1,800
11	MANDARIN GOURMET	1,800
12	MANDARIN GOURMET	1,800
13	LILY'S LANE	1,800
14	VACANT	2,000
15	VACANT	2,000
16	CEST BON BAKERY & CAFE	2,000
17	HONEY BAKED HAM	4,000
18	HONEY BAKED HAM	4,000
19	SHANNON & LUCHS	3,000
20	VACANT	1,000
21	IMAGES	4,000
22	IMAGES	4,000
23	PIETENZA PIZZA	1,600
24	PEOPLE'S CARPET	1,600
25	PEARLE VISION CENTER	1,600
26	U.S. POST OFFICE	1,600
27	CRISP & JUICY	1,600
28	PERPETUAL SAVINGS BANK	2,400
29	BURGER KING	5,000
30	LOYOLA FEDERAL S & L	1,800
TOTAL SQUARE FOOTAGE		109,530

100	SANDY SPRING NATIONAL BANK	3,910
101	AMONS TRAVEL	1,259
102	DENTIST	2,238
103	RADIOLOGY	1,207
104	I CON'T BELIEVE ITS YOGURT	1,234
THE OFFICE BUILDING ABOVE (spaces 100-104) CONTAINS 23, 122 s.f. FULLY LEASED.		

EXHIBIT "B"

RULES AND REGULATIONS

1. LOADING

All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

2. TRASH

All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant shall not burn any trash or garbage of any kind in or about the demised premises, or the shopping center.

3. ANTENNAS

No radio or television antenna or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the demised premises, or on the grounds, without obtaining, in each instance, the prior written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

4. NOISE

No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the demised premises.

5. ADJACENT AREAS

The outside areas immediately adjoining the demised premises, but not including common areas to be maintained by Landlord, shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas.

6. PARKING

Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by the Landlord.

7. PLUMBING

The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

8. EXTERMINATION

Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may reasonably direct and at such intervals as Landlord may reasonably require, provided that Landlord's right to designate the exterminator shall be waived to the extent such right conflicts with Tenant's procurement regulations.

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9. SALES

No auction, going out of business or bankruptcy sales shall be conducted on the demised premises.

10. SALES AREAS

The lobbies, vestibule, sidewalks and driveways contiguous to the demised premises shall not be used for outdoor displays or sales areas.

11. STORAGE

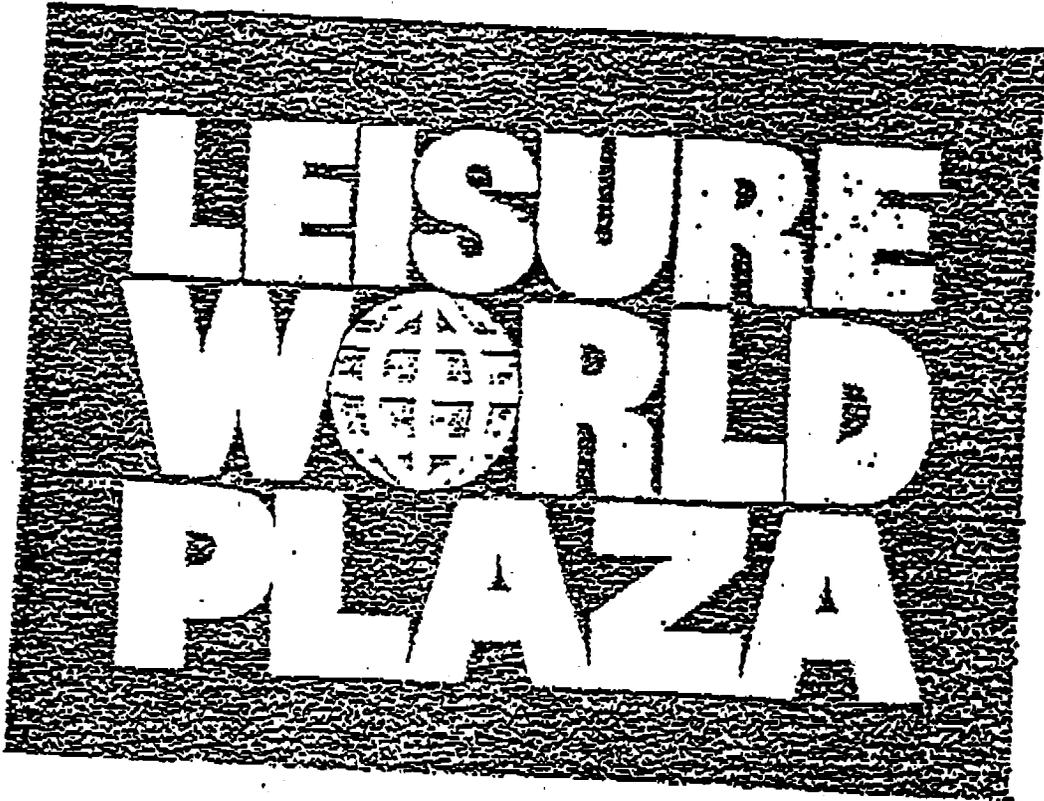
The demised premises shall not be used as storage or warehouse space for any other store owned or operated by Tenant.

12. ADDITIONAL RULES

Landlord reserves the right to make such reasonable amendments or additions to these Rules and Regulations as is deemed necessary to the proper administration and care of the shopping center.

13. CONFLICT

In the event of conflict between these Rules and Regulations and the terms and provisions of the lease, the terms and provisions of the lease shall control; and, in the event the lease provides for more stringent provisions or restrictions regarding any subject matter described in these Rules and Regulations, the provisions or restrictions set forth in the lease shall control.



LEISUREWORLD PLAZA  
ROSSMOOR-101 COMMERCIAL CENTER ASSOCIATES

*Designs Unlimited*  
architectural graphics/commercial signage  
post office box 509 • olney, maryland 20832 • 301 924-2272

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## LEISURE WORLD PLAZA

INTRODUCTION

Rossmoor-IDI Commercial Center Associates welcomes you. As a future tenant in this impressive venture, you can appreciate the need to maintain public space in a visually exciting, tasteful manner.

Rossmoor-IDI has taken great care to make this center stand out from the average "strip center" by its attractive sloping roof lines and classic storefront columns, with artfully textured exteriors, and carefully maintained display standards. Professional landscaping, decorating, traffic management and graphic design, all make this center a desirable addition to a progressive growth oriented suburban setting.

With this attention to detail, it is important for tenants to develop complementary store designs utilizing creative application of merchandising and store identity. Approval will be given on the basis of overall design appearance relating to entry and logo display. Particular care should be exercised when planning and designing areas which provide focal points to shoppers, either walking in the center or as a destination attractive enough to entice additional notice.

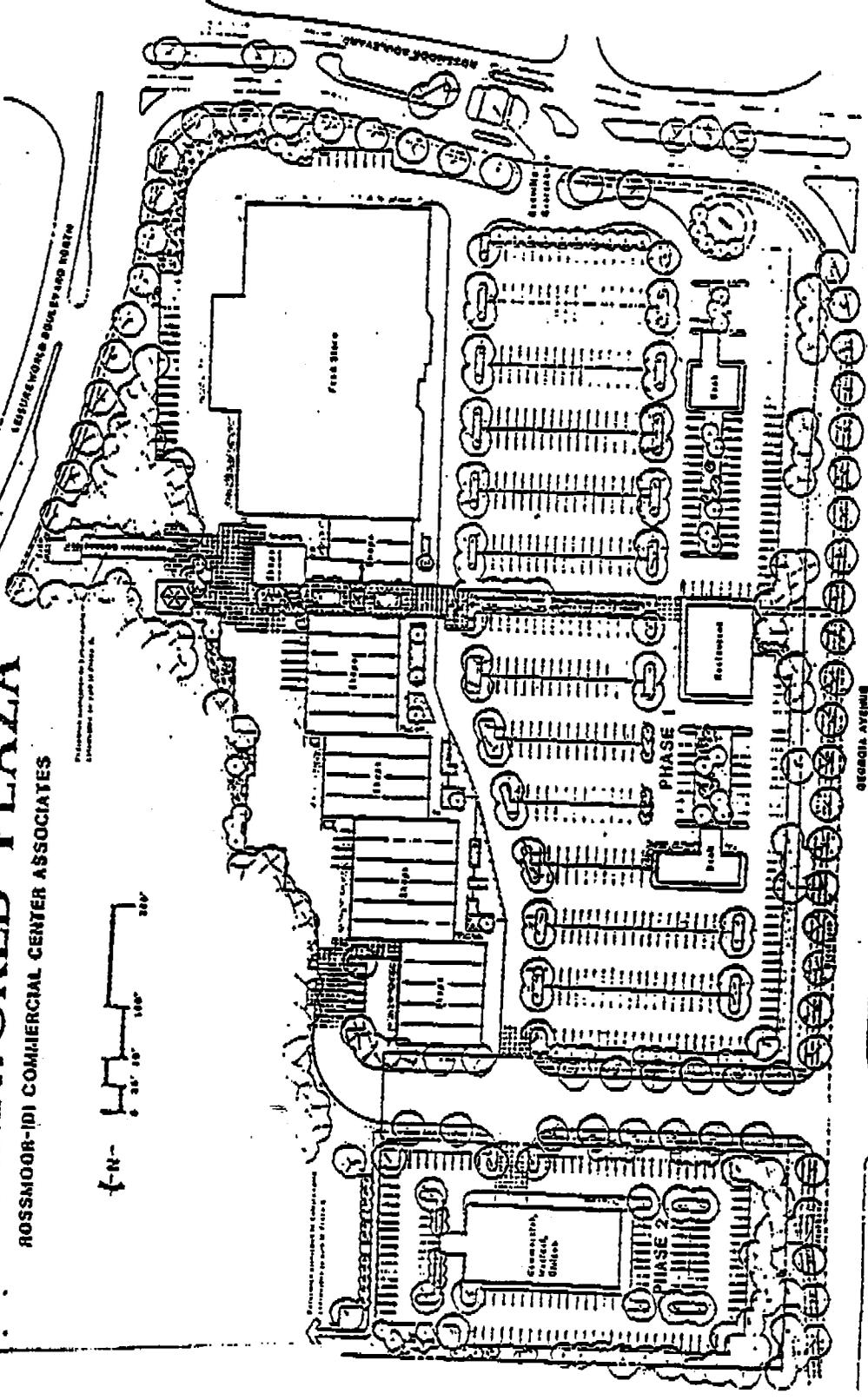
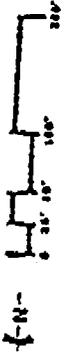
Since signage is the first impression a potential customer has of any tenant, it is imperative to create and maintain standards that will not only be aesthetically pleasing, but functionally compatible with the rest of the center. A poorly designed sign will make a negative statement about that tenant, and will adversely affect the entire center plan. Therefore, approval will be given only to those designs which enhance the overall appearance of the center by providing attractive and effective displays using well designed manufactured fixtures and materials in the signage. Tenants are required, for the mutual benefit of all tenants, to comply with the criteria.

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# LEISURE WORLD PLAZA

# LEISURE WORLD PLAZA

ROSSMOOR-IDI COMMERCIAL CENTER ASSOCIATES



Prepared by: [illegible]

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LEISURE WORLD PLAZA

GENERAL SIGN CRITERIA

1. Sign wording shall be limited to the store name only, and this name shall not include any brand names sold therein.
2. The use of corporate shields, crests, logos or insignia will be permitted subject to landlord's approval.
3. Repetitive signing will only be allowed with the approval of the landlord provided the location of such signing conforms to the limitations set forth herein.
4. All signs and identifying marks shall be within the limitations of the storefront and approved by the landlord.
5. Any store utilizing two entrances may not sign in excess of previously set standards.
6. All exterior signs shall be illuminated with no exposed raceways or electrical equipment, as described herein.
7. Location and all aspects of mounting and installation of signs are subject to landlord's review, coordination and approval.
8. Signs shall not exceed 6" in thickness.
9. Electric signs must be made of aluminum sides, internally lit, with plexiglas translucent faces, with all electrical ballasts, wiring placement and size conforming to Montgomery County codes, and are subject to landlord approval.
10. Landlord will provide required 6" address numbers on glass transoms above each storefront entry.
11. Landlord will provide any and all rear door regulatory, address, and identification signage. NO OTHER REAR SIGNAGE IS PERMITTED.
12. Landlord will provide individual under canopy identification frames. Tenants will be responsible for store identification inserts to conform with limitations and requirements set forth by landlord.

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LEISURE WORLD PLAZA

SIGNAGE APPROVAL REQUIREMENTS

1. If there are any deviations between these criteria drawings and those of the landlord's Tenant Signage Requirements, the latter drawings will apply.
2. After receiving signage drawings and prior to starting fabrication, the tenant shall provide complete signage drawings and specifications for the fabrication and placement of his proposed sign.
3. Drawings shall include the following:
  - a. Scaled fabrication and installation plans, indicating construction, materials, colors, finishes, and placement.
  - b. Electrical requirements, materials, sizes, types, placement and connections relating to appropriate county codes.
  - c. Sign details indicating elevation and sectional views, letter style and size, all colors and materials, weight and mounting details.

**LEISURE WORLD PLAZA****Tenant Signage - LEISURE WORLD PLAZA****A. Size**

1. Stores SINGLE width not exceeding 20 ft. : 1'-6" x 15'-0".
2. Stores DOUBLE width not exceeding 40 ft. : 2'-0" x 25'-0".

**B. Type**

1. No sign boxes or "cans". Signage must be individually mounted channel letters mounted on the fascia.
2. All letters must be illuminated.
3. Color will be selected by the landlord.
4. Sides of channel letters shall be duromed dark bronze 313.
5. Only 1 color shall be permitted for each complete store sign face unless landlord has granted prior exception in writing.
6. No exposed neon, no flashing, moving, flickering or blinking illumination.

**C. PROHIBITIONS**

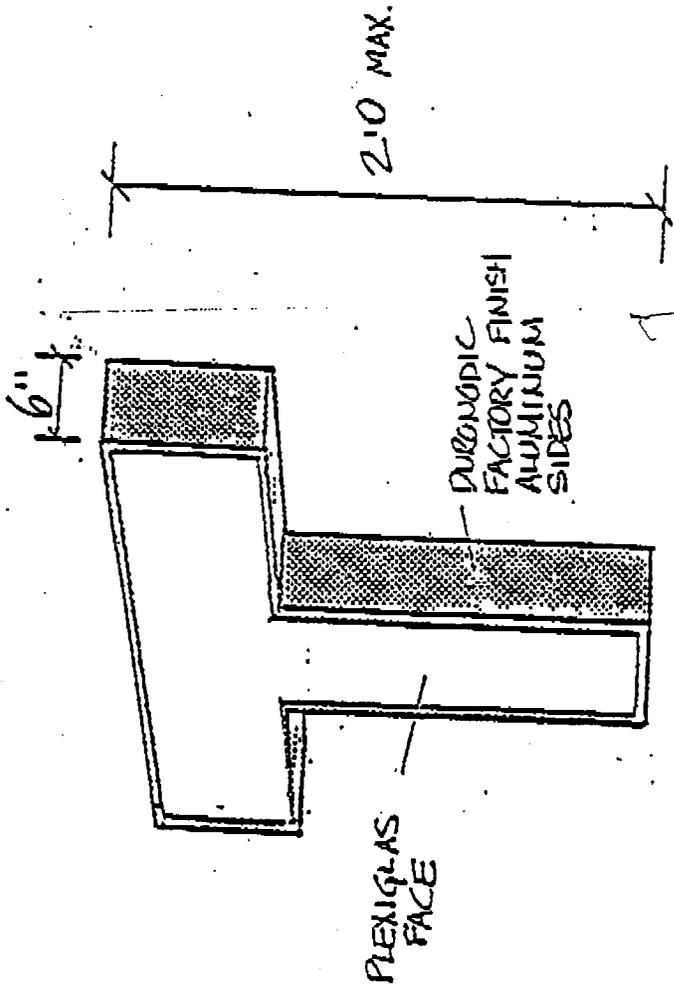
1. No signs or stickers showing inside or outside glass storefront.
2. No signs of a temporary or permanent character displayed in the store or storefront visible to the outside, without the expressed prior written consent of the landlord.
3. Landlord shall have the sole discretion of the acceptability of ANY displayed signs.
4. No sidewalk signs of any nature without the written consent of the landlord.

**D. PLACEMENT**

1. Sign shall be centered top and bottom, left and right, on the 3'-9" front fascia within the front foot limitations of the leased storefront as set forth by the landlord.
2. The final location of the sign must be approved by the landlord.

LEISURE WORLD PLAZA

CHANNEL LETTERS



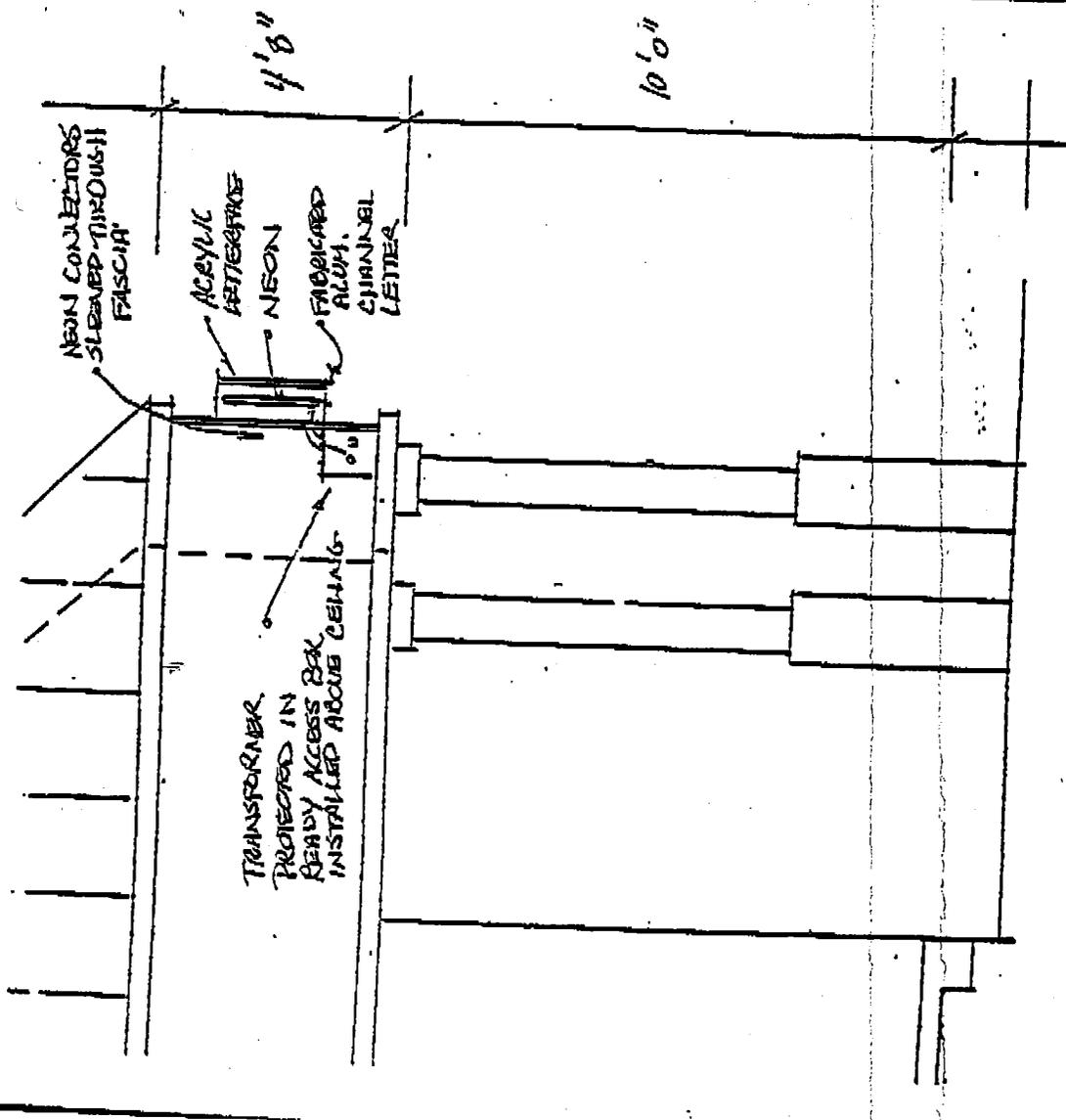
INDIVIDUALLY ILLUMINATED STOREFRONT LETTERS

LEISURE WORLD PLAZA

SCALE: AS SHOWN	DRAWN BY: <i>[Signature]</i>	REVISED
DATE: 2.12.92	<i>Designs Unlimited</i>	
P. O. Box 109 • Olney, Maryland 20832	(301) 924-2272	
architectural graphics/commercial signage		DRAWING NUMBER

LEISURE WORLD PLAZA

TRANSFORMER PLACEMENT  
BEHIND FASCIA



LEISURE WORLD PLAZA

SCALE: AS SHOWN	DRAWN BY: <i>EMM</i>
DATE: 2-21-86	REVISED:
P. O. Box 509 • Chevy, Maryland 20832 • (301) 924-2272	
architectural graphics commercial signage	
DESIGNER: <i>Designs Unlimited</i>	DRAWING NUMBER: <i>L-22186</i>
ROSSHOOP-IDI COMM LCR ASSOC. SIGNAGE	

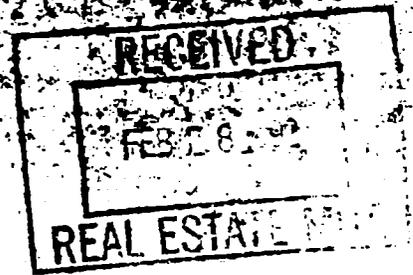
ali

EXHIBIT "D"

Names and Addresses of All Tenant's Shareholders or Partners  
(including the percentage of the capital stock or partnership  
interests of Tenant owned and controlled by each)

N/A

EXHIBIT "E"



MEMORANDUM

February 18, 1992

TO: Frank C. Orifici, Chief, Retail Operations  
FROM: Dave Rhodes, Program Manager II *DR.*  
SUBJECT: Scope of Electrical Work - Leisure World Center

1. Install eight (8) wired boxes symmetrically positioned in ceiling for installation of ceiling fans.
2. Provide 10 feet of additional BX wire at existing wall outlets along sales area side walls. This will allow us to wire electrical outlets in the base of our wall shelves.
3. Provide one receptical on each side of stockroom door in sales area for wine coolers. (Two Total)
4. Provide three (3) separate circuits with 12 feet of slack laying in ceiling for wiring to our cash registers.
5. Provide one separate BX circuit from panel to area above shelving cornice for shelf lighting.
6. Install emergency lighting to code.
7. Install emergency exit signs to meet code.
8. Provide outlet in ceiling over exit door for automatic door opener.

EXHIBIT "E"