LEASE AGREEMENT

THIS *Lease Agreement*, made this 15th day of April, 2003, by and between CTC L.L.C. , having an address of c/o Kramer Enterprises, 49 Randolph Road, Silver Spring, Maryland 20904 (hereinafter referred to collectively as "LANDLORD"), and Montgomery COUNTY, Maryland, having an address of 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter referred to collectively as "the COUNTY"); (the LANDLORD and the COUNTY together the "Parties").

W I T N E S S E T H:

1. PREMISES: LANDLORD demises unto COUNTY and COUNTY hereby leases from LANDLORD, upon the terms and conditions hereinafter set forth, all of that certain retail store known as 723 Clovery Street, Silver Spring, Maryland, located in the Cloverly Towne Center, as outlined in red on the store plan attached and initialed by the parties as Exhibit "A" hereto, containing approximately 6,350 square feet (the "Premises").

2. IMPROVEMENTS BY LANDLORD: LANDLORD agrees to provide a One (1) story masonry building as shown as Exhibit "A" hereto, all of which shall thereafter be maintained in good operating condition by the COUNTY at its sole cost and expense during the entire term of this Lease or any extensions or renewals thereof, normal wear and tear excepted.

3. IMPROVEMENTS: The COUNTY agrees to lease the Premises in an "as is" condition. All existing plumbing, electrical, mechanical, partitioning, and other improvements are accepted by the COUNTY.

4. TERM: The term of this Lease shall be for a period of ten (10) years commencing on the 10th day after receipt of notice of availability from Landlord (the "Delivery Date"), and ending on the 31st day of May, 2013, (the "Ending Date"). If the "Delivery Date" is other than on or before June 1, 2003, then by mutual agreement the LANDLORD and the COUNTY shall agree on a new "Delivery Date" and "Ending Date" by execution of a letter between both Parties establishing the new dates. In addition to the right of termination accorded to the County in paragraph 37 hereof, The COUNTY shall have the right to terminate the lease (1) one time only and no earlier than the beginning of the sixty-first (61st) month of the lease term and upon twelve (12) months prior written notice to the LANDLORD. Rent shall be prorated for any portion of the initial month in which the COUNTY is required to commence rental payments

hereunder, which does not commence with the First (1st) day of said month. Thereafter all monthly rental payments shall be due on the First (1st) day of each succeeding month.

The COUNTY agrees that upon receipt of possession of the Premises, as aforesaid, it will with due diligence, proceed to install such fixtures and equipment and to perform such other work as shall be necessary or appropriate in order to prepare the Premises for the opening of its program. In the event the COUNTY does not commence the operation of its program within sixty (60) days of possession from LANDLORD, in addition to any other remedy hereunder shall have the option to terminate this Lease by giving the COUNTY written notice of such termination. However, if the COUNTY is delayed by force majeure, the COUNTY may request LANDLORD, in writing, for an extension of the time to open for business by the delay encountered which is beyond COUNTY'S control. The decision of LANDLORD with respect to the grant of such extension shall be final.

5. OPTION: DELETED

6. RENTAL: The COUNTY covenants and agrees to pay the LANDLORD, without deduction or setoff, a base annual rental payable in advance in equal monthly installments as set forth in the schedule below. The base annual rent shall commence sixty (60) days after the "Delivery Date" of June 1, 2003 which is August 1, 2003.

Period Lease Year 1	Period Starting Date 6/1/03	No. of Months 2	Monthly Base Rent Installment $ $ 0	Period Base Rent $ $ 0
Lease Year 1	8/1/03	10	$13,299.17	$132,991.70
Lease Year 2	6/1/04	12	$15,668.17	$188,023.50
Lease Year 3	6/1/05	12	$16,138.68	$193,675.00
Lease Year 4	6/1/06	12	$16,622.84	$199,517.11
Lease Year 5	6/1/07	12	$17,125.22	$205,502.62

Lease Year 6	6/1/08	12	$17,229.67	$206,756.04
Lease Year 7	6/1/09	12	$17,746.56	$212,958.72
Lease Year 8	6/1/10	12	$18,278.96	$219,347.52
Lease Year 9	6/1/11	12	$18,827.33	$225,927.93
Lease Year 10	6/1/12	12	$19,392.15	$232,705.80

All rentals shall be payable to LANDLORD at 49 Randolph Road, Silver Spring, Maryland 20904, or such other place as may be designated from time-to-time by LANDLORD in writing. "Additional rent" shall consist of all money, costs, expenses or charges of any kind which the COUNTY agrees to pay or which become due and payable by the COUNTY to LANDLORD hereunder except the Base Annual Rent. If the COUNTY fails to pay additional rent when due, LANDLORD shall have the same rights and remedies as in the case of non-payment of any installment of Base Annual Rent.

COUNTY hereby covenants and agrees to pay, as additional rent, without deduction or setoff, the COUNTY'S proportionate share of all real estate taxes, assessments, front-foot benefit charges, or other similar taxes or assessments made or levied by governmental authority in addition to or in lieu thereof which may be imposed based upon the ownership, occupancy, or possession of the Premises (including unimproved portions of the subject lot or parcel of land). Said additional or "tax rent" shall be paid for the property described as Parcel C, Block B, and Parcel E, Block C, in the Cloverly Subdivision as per Plat recorded at Plat 22433, among the land records of Montgomery County, Maryland which encompasses the property on which the Shopping Center is located (the "Shopping Center") as well as any other parcel or property which may become a part of said Shopping Center. Said additional or "tax rent" shall be payable by the COUNTY to LANDLORD within Thirty (30) days after submission of such bill(s) by LANDLORD to the COUNTY. The COUNTY'S proportionate share of such tax rent shall be that fraction which COUNTY'S leased retail store area represents out of the total retail store area for the

Shopping Center, of which the Premises is a part. The COUNTY'S proportionate share is 10 %.

Nothing herein contained shall be construed to include as a tax which shall be the basis of tax rent, any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax, or capital levy that is or may be imposed upon LANDLORD; provided, however, that if, at any time during the term, or extensions thereof, the methods of taxation prevailing at the commencement of the terms, shall be altered so that in lieu of or as a substitute for the whole or any part of the taxes now levied, assessed, or imposed on real estate as such, there shall be levied, assessed, or imposed (a) a tax on the rents received from such real estate, or (b) a license fee measured by the rents receivable by LANDLORD from the Premises or any portion thereof, or (c) a tax or license fee imposed upon LANDLORD which is otherwise measured by or based in whole or in part upon the Premises or any portion thereof, then the same shall be included in the computation of tax rent hereunder, computed as if the amount of such tax or fee so payable were that due if the demised premises were the only property of LANDLORD subject thereto.

LANDLORD covenants to maintain the common areas of the Shopping Center, excepting normal wear and tear, in a reasonable state of repair.

The COUNTY hereby covenants and agrees to pay, as additional rent without deduction or setoff, the COUNTY'S proportionate share (as hereinabove defined) of all management, maintenance, and/or replacement costs incurred by LANDLORD in caring for or otherwise maintaining the Shopping Center and the interior and exterior of the building erected thereon, including, but not limited to, roof, walls, plumbing, electrical, heating and air conditioning systems, parking areas, and sidewalks, as well as insurance premiums for the full replacement cost of all risks coverage insurance (or its most comparable successor), and public liability insurance and worker's compensation coverage on all maintenance personnel for all common areas of the Shopping Center. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE IS INTENDED TO BE "NET, NET, NET" TO LANDLORD. Said management, maintenance, replacement costs and insurance premiums shall be payable by the COUNTY within Thirty (30) days after submission by LANDLORD of invoices for the same.

In addition to all rentals herein reserved and other payments to be made by the COUNTY, COUNTY shall pay for all utilities, including, but not limited to, water, sewer, gas, and electricity used or consumed by the COUNTY in and upon the Premises as and when the charges therefore shall become due and payable. The COUNTY shall further pay as additional rent reserved hereunder, the COUNTY'S proportionate share (as hereinabove defined) of all utilities consumed on operation and/or maintenance of the common areas of the

Shopping Center. Such payments to be made within Thirty (30) days after submission by LANDLORD of paid invoices for the same. In the event that any payment of rent or any other sum due hereunder is paid late and such payment is made on or after the tenth (10th) day after its due date, then and in such event the COUNTY shall pay as a late payment fee an amount equal to Five Percent (5%) of the amount which has been late in payment, it being understood and agreed, however, that the collection of a late payment by LANDLORD shall not be deemed a waiver of any of LANDLORD'S other rights hereunder or as provided by the law in the event of default by COUNTY. In the event COUNTY'S rent payments are returned for insufficient funds Two (2) times during the term of the Lease, in addition to any other rights and remedies herein, all future rental payments must be paid by certified check or money order. The COUNTY shall pay a Thirty Dollar ($30.00) charge for any check that is returned by LANDLORD'S bank as unpaid.

7. SECURITY DEPOSIT: DELETED

8. SIGNS: The COUNTY may erect, maintain, and remove, at its sole cost and expense, a sign or signs in or upon the Premises, as designated on Exhibit "B" hereto. Such sign(s) will be limited in size and/or area to the allowable sign size and/or area for that portion of the entire building which the Premises bears to the entire allowable sign area for all stores in the entire building. If permitted by appropriate governmental authorities, the COUNTY, in addition to the above-described sign, may place, maintain, and remove, at its sole cost and expense, a sign or signs within the subject building, so long as such original and/or additional sign(s) do not violate any ordinance or governmental regulation now or hereafter imposed or exceed the COUNTY'S proportionate share of total allowable sign area for the entire building. All signs to be erected by the COUNTY shall be approved in writing by LANDLORD for style, design, construction, and content in order to maintain uniformity and dignity throughout the entire Shopping Center.

9. BUILDER'S WARRANTIES: LANDLORD shall enforce all builders, contractors and manufacturers warranties available from the construction of the Shopping Center for the benefit of TENANTS, and shall, whenever possible, reduce or eliminate the COUNTY'S cost of replacement and/or maintenance by doing so.

10. POST-MIDNIGHT HOURS: If the COUNTY is open for business after 12:00 midnight, the COUNTY shall pay all increased cost of lighting in common areas resulting from such post-midnight hours of operation, unless other TENANTS in the Shopping Center shall remain open during said "post-midnight" hours, in which event those TENANTS so open for business shall share said increased costs in a ratio which each TENANTS demised store area bears to the total of all store areas remaining open.

11. PERMITTED USE: The COUNTY shall have the right to use the Premises for no other purpose other than a retail liquor store operated by the COUNTY. The Cloverly Center Rules and Regulations attached hereto as Exhibit "C" (or as established and amended from time to time by LANDLORD as necessary for the proper management of the Shopping Center) are hereby incorporated by reference.

12. BROKERAGE: LANDLORD and the COUNTY each represent and warrant to the other that neither has dealt with any REAL ESTATE or BUSINESS BROKER with regard to either the negotiations for or procurement of this Lease, and that neither of them has any knowledge of any other BROKER or AGENT claiming the contrary. The County will be responsible for defense and liability for any claim for brokerage commissions from any broker claiming from it. The Landlord will be responsible for any defense and liability of any claim for brokerage commissions from any broker claiming from it.

13. ALTERATION: The COUNTY covenants and agrees that it will not make any alterations, improvements, or additions to the Premises during the term of this Lease or any extension thereof without first obtaining the written consent of LANDLORD, which consent shall not be unreasonably withheld, denied or delayed, provided such alterations, improvements, and additions shall not weaken the structural integrity of the building or detract from its dignity and/or uniformity. All alterations, improvements, and additions made by the COUNTY as aforesaid shall remain upon the Premises at the expiration or earlier termination of this Lease, and shall become the property of LANDLORD, unless LANDLORD shall, prior to the termination of this Lease, have given written notice to the COUNTY to remove the same, in which event, the COUNTY shall remove such alterations, improvements, and additions and restore the Premises to the same good order and condition in which it was at the commencement of this Lease. Should the COUNTY fail so to do, LANDLORD may do so, collecting, at LANDLORD'S option, the cost and expense thereof from the COUNTY as additional rent.

14. TRADE FIXTURES: All trade fixtures and apparatus installed by the COUNTY in the Premises shall remain the property of the COUNTY and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided the COUNTY shall not, at such time, be in default under any covenant or agreement contained in this Lease; and provided further, that, in the event of such removal, the COUNTY shall promptly restore the Premises to good order and condition. Any such trade fixtures not removed at or prior to such termination shall, at the option of LANDLORD, be and become the property of LANDLORD.

15. HAZARDOUS STORAGE PROHIBITED: The COUNTY shall not use said Premises or suffer or permit the same, or any part thereof to be used for the

purpose of storing any materials or goods which might, in any way, prejudice the insurance on said Premises, or increase the fire hazard to a greater extent than that necessarily incident to the business for which the said Premises are leased as hereinbefore set forth.

The COUNTY will comply with all present and future federal, state and local laws, codes, ordinances, regulations and permit and license conditions governing the discharge, emission or disposal of any pollutant in, to or from the Premises, other premises or the environment and prescribing methods for storing, handling or otherwise managing hazardous substances and wastes from which it, its employees, customers or invitees are responsible to the Premises, other premises and/or the environment at or from the Premises and any resultant damage to property, persons and/or environment.

16. LIABILITY INSURANCE

A. SELF-INSURANCE: The COUNTY shall have the right to self-insure. The COUNTY is a member of the Montgomery County Self-Insurance Program; Article 20-37 of Montgomery County Code restricts the legal defense fund to members of the Fund such as the COUNTY and does not allow for outside entities. The certificate of insurance evidences limits of insurability for commercial general liability coverage in the amounts of $500,000 in the aggregate and $200,000 each occurrence and $20,000 per person, $40,000 per accident for bodily injury and $10,000 for property damage for automobile liability and State of Maryland statutory limits for worker's compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible under the Local Government Tort Claims Act, Md. Code Ann. Cts & Jud. Process § 5-301 et seq, (2002 Repl. Vol.), as amended from time to time (the "LGTCA"). This insurance policy must be maintained continuously by the COUNTY during the full Term and during any extension of the Lease Term. The COUNTY shall deliver to LANDLORD a certificate of insurance evidencing the coverage above described within fifteen (15) days after the execution of this Lease.

B. PROHIBITED ARTICLES: COUNTY agrees that it will not keep in or upon the Premises any article, which may be prohibited by the standard form of fire or hazard insurance policy. In the event the COUNTY's use or occupancy of the Premises causes any increase in the insurance premiums for the Premises or any part thereof, the COUNTY shall pay the additional premiums as they become due. The COUNTY has the right to review the Landlord's policy(ies) premium and rates.

C. COUNTY LIABILITY: The COUNTY shall be responsible only for any damages to the Leased Premises or the exterior of the Building caused solely by negligent or wrongful acts in the use of the Leased Premises or the exterior of the building by the COUNTY or its employees. This indemnification is limited by the

notice requirements and damages caps stated in the Local Government Tort Claims Act, Md. Ann. Code Cts. & Jud.. Proc. Sec. 5-301, et seq. (2002 Repl. Vol.), as amended from time to time (the "LGTCA"). This indemnification is not intended to create any rights in any third parties.

D. LANDLORD INDEMNITY: LANDLORD agrees to hold harmless and hereby indemnifies the COUNTY, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property, arising from or out of any use by LANDLORD of the Building, to the extent caused by any act or omission of LANDLORD, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the COUNTY or the COUNTY'S invitees.

E. COUNTY RISK: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description belonging to the COUNTY or to any person claiming by, through or under the COUNTY which, during the continuance of this Lease or any occupancy of the Premises by the COUNTY or anyone claiming under the COUNTY, shall be at the sole risk of the COUNTY, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or busting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless due to the negligence of Landlord or Landlord's failure to comply with the law or with its obligations hereunder.

17. GLASS PANE PLACEMENT: The COUNTY, at the COUNTY'S sole cost and expense, agrees to promptly replace any window or door glass pane that is broken, chipped or cracked after the Delivery Date, except those resulting from structural failure or Landlord's act or omission. Should the COUNTY fail to effect a replacement within a reasonable period of time, Landlord may perform this work and the COUNTY shall reimburse Landlord for the cost thereof, as Additional Rent.

18. DAMAGE BY FIRE: It is further agreed that, in the event the premises shall be partially damaged by fire, tornado, the elements, act of God, or other casualty, the same shall be repaired by LANDLORD at LANDLORD's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims and for the LANDLORD's obtaining proper governmental permission to repair, but the rent hereunder shall not wholly cease so long as COUNTY shall continue to fully conduct and operate business therein; but said rent shall, during the period that the Premises is partially damaged, be reduced in the same proportion as the damaged part of the Premises bears to the entire Premises. If, however, the damage shall be so extensive as to render the Premises entirely untenantable, or in the event of total destruction which

shall render the Premises untenantable as aforesaid, and repairs to make the Premises untenantable are not begun within Ninety (90) days from the date of settlement of insurance claims and governmental approvals, whichever shall last occur, and completed within a reasonable time thereafter, either LANDLORD or the COUNTY may declare this Lease terminated. In the event of partial damage to the Premises as aforesaid, which damage LANDLORD elects not to promptly repair, the COUNTY shall have the right to restore the Premises and repair the subject damage provided prior written notice of its intention thereof is promptly given to LANDLORD, together with estimates of the cost thereof, and COUNTY may not proceed with said repairs until Fifteen (15) days after notice of intent is received by LANDLORD. The LANDLORD shall reimburse the COUNTY for any repairs made by the COUNTY. Pursuant to this Paragraph 18, the LANDLORD shall directly pay the COUNTY for any repairs made by the COUNTY or paid for by the COUNTY after receipt of written demand for payment from the COUNTY.

19. BANKRUPTCY: DELETED

20. EMINENT DOMAIN:

(A) If the whole of the Premises shall be taken by any governmental or quasi-governmental authority under the power of condemnation, eminent domain or expropriation, or in the event of conveyance in lieu thereof, the term shall cease as of the day possession shall be taken by the governmental authority.

(B) In the event there is any taking by any governmental or quasi-governmental authority of a portion of the Premises which does not seriously and adversely affect the ability of the COUNTY to conduct its business on the Premises, the Lease shall remain in full force and effect, and the COUNTY'S rent shall be equitably adjusted.

(C) In the event of any such taking or conveyance of the Premises or any portion thereof, the COUNTY shall pay rent to the day when possession thereof shall be taken by the governmental authority with an appropriate refund by LANDLORD of such rent as may have been paid in advance for a period subsequent to such date. If this Lease shall continue in effect as to any portion of the Premises not so taken or conveyed, the rent shall be reduced to an amount computed according to the floor space remaining. If this Lease shall so continue, LANDLORD, at its expense, but only to the extent of an equitable proportion of the award or other compensation for the portion taken or conveyed of the improved portion of the Premises and consequential damages to the remainder thereof not taken (excluding any award or other compensation for the land) shall make all necessary repairs or alterations so as to constitute the remaining Premises a complete architectural and untenantable unit.

(D) All compensation awarded for any such taking or conveyance, whether for the whole or a part of the Premises or otherwise, shall be the property of LANDLORD, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises, and the COUNTY hereby assigns to LANDLORD all of the COUNTY'S right, title and interest in and to any and all such compensation. The COUNTY shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for trade fixtures or for loss of business, "good will", depreciation or injury to and cost of removal of stock in trade, but only if such awards shall be made by the condemning authority in addition to, and shall not result in a reduction of, the award made by it for the land and buiidings so taken.

21. EVENTS OF DEFAULT: The occurrence of any of the following shall constitute an event of default hereunder:

(A) Failure of COUNTY to pay, within a ten (10) day grace period, any installment of rent hereunder or any other sum herein required to be paid by COUNTY.

(B) Vacation or desertion of the Premises or permitting the same to be empty and/or unoccupied for more than Fifteen (15) consecutive days.

C) The COUNTY'S failure to perform any other covenant or condition of this Lease within thirty (30) days after written notice and demand, unless the failure is of such a character as to require more than thirty (30) days to cure, in which event the COUNTY'S failure to proceed diligently to cure such failure shall constitute an event of default.

22. LANDLORD'S REMEDIES: Upon the occurrence of any event of default, LANDLORD may, at LANDLORD'S sole option, exercise any or all of the following remedies, together with any such other remedies as may be available to LANDLORD at law or in equity:

(A) LANDLORD may terminate this Lease by giving the COUNTY written notice of their election to do so, as of a specified date not less than thirty (30) days after the date of the giving of such notice and LANDLORD shall then be entitled to immediately regain possession of the Premises applicable due upon process of law and remove all persons therefrom. LANDLORD may in his own name but as agent for the COUNTY, re-let the Premises for any period equal to or greater or less than the remainder of the original term of this Lease, for any sum which he may deem reasonable, to any other leases which LANDLORD may select, and for any purpose which LANDLORD may designate. LANDLORD will make reasonable efforts to re-let the premises, and will allow COUNTY to find a new TENANT. Any recovery by the LANDLORD shall be limited to the difference in rent hereunder (plus any costs incurred in re-letting including, but not limited to, attorney's fees incurred in recovering possession of

the Premises, and in re-letting the same) and the rent actually paid by the new TENANT.

(B) Subject to the limitation on recovery stated above, no termination of this Lease nor any taking or recovery of possession of the Premises shall deprive LANDLORD of any of its remedies or actions against the COUNTY for past or future rent, or other damages, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent to be construed as a waiver of the right to obtain possession of the Premises.

(C) In addition to any damages becoming due under subparagraph (a) hereof, LANDLORD shall be entitled to recover from the COUNTY and the COUNTY shall pay to LANDLORD an amount equal to all expenses, if any, incurred by the LANDLORD in enforcing the terms of this Lease or recovering possession of the Premises, and all reasonable costs and charges for the care of said Premises while vacant, which damages shall be due and payable by the COUNTY to LANDLORD at such time or times as such expenses are incurred by the LANDLORD.

(D) In the event of a default or threatened default by the COUNTY of any of the terms or conditions of this Lease, LANDLORD shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if no specific remedies of LANDLORD were set forth in this Lease.

(E) It is further provided that if, under provisions of this Lease, default be made and a compromise and settlement shall be had thereupon, it shall not constitute a waiver of any covenant herein contained, nor of the Lease itself; and it is hereby specifically agreed that this Lease shall not merge in any judgment had upon the same if compromise or settlement be made upon said judgment prior to termination of the COUNTY'S possession, the Lease in such event to continue by the payment of rent herein reserved, and the further performance of the covenants herein contained on the part of the COUNTY.

(F) LANDLORD and the COUNTY mutually waive trial by jury in any action or counterclaim brought by either party hereto against the other with respect to the Lease or use of the Premises. The COUNTY also agrees to waive any counterclaim in any suit for possession by LANDLORD, it being understood that such claim can only be asserted in a separate action.

23. RIGHTS OF LANDLORD: LANDLORD reserves the following rights with respect to the Premises.

(A) At all reasonable times, upon reasonable notice, by them or their duly authorized agents to go upon and inspect the Premises and every part thereof, and at LANDLORD'S option, to make repairs, alterations and additions to the Premises or the building of which the Premises are a part. An agent of the

COUNTY must be present for inspection, however, except in the event of emergency.

(B) To display after notice from either party of intention to terminate this Lease, or at any time within Three (3) months prior to the expiration of this Lease, a "For Rent" sign and all of said signs which shall be placed upon such part of the Premises as LANDLORD shall require, except on display windows or doors, or doors leading into the Premises. Prospective purchasers or TENANTS authorized by LANDLORD may inspect the Premises at reasonable hours at any time following reasonable notice to the COUNTY.

(C) To install or place upon, or affix to, the roof and exterior walls of the Premises equipment, signs, displays, antennae, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with the COUNTY'S occupancy.

24. SURRENDER AND HOLDING OVER: The COUNTY, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Premises in broom clean condition and in good repair. In the event that the COUNTY shall hold over after the expiration of this Lease, and any renewals thereof without the consent of Landlord, the tenancy created by such holding over shall be a month-to-month tenancy only, but in all other respects shall be governed by the terms of this Lease, provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such holdover. If the COUNTY shall hold over after the expiration of this Lease, and any renewals thereof, it shall, in the absence of any agreement to the contrary, be a month-to-month tenancy at one and one-quarter the monthly rate in effect during the last month of the expiring Term plus Additional Rent.

25. SUBORDINATION AND ATTORNMENT: This Lease shall, at all times, be subject and subordinate to the lien of any mortgage or deed of trust now or hereafter placed against the Premises to secure a bona fide loan or loans. At the request of LANDLORD any mortgagee or beneficiary under any deed of trust against the Premises, the COUNTY shall within twenty (20) days after written notice by the LANDLORD and acceptable to the COUNTY execute such instrument or instruments as may reasonably be required to cause the lien of this Lease to be superior or inferior to the lien of such mortgage or deed of trust. As long as the COUNTY continues the payment of rent and the performance of all of its covenants and agreements herein contained, the COUNTY'S quiet and peaceful possession and enjoyment of the Premises in accordance herewith shall not be disturbed by reason of any foreclosure under any such deed of trust or mortgage and the COUNTY shall recognize the purchaser at any foreclosure sale as owner and LANDLORD by execution of an attornment agreement. The COUNTY shall further have the right to cure any default of LANDLORD under any

such deed of trust after Five (5) days written notice to LANDLORD and deduct any amounts paid for and on account of LANDLORD from the next installment of rent due and owing.

The COUNTY agrees that upon not less than twenty (20) days' written notice by LANDLORD, to execute, acknowledge, and deliver to LANDLORD a statement in writing: **(i)** certifying that this Lease is unmodifed and in full force and effect (or if there have been modifications the nature of same); **(ii)** stating the dates to which the Base Rent and Additional Rent have been paid by the County; **(iii)** stating whether or not to the best knowledge of the COUNTY, LANDLORD is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the COUNTY may have knowledge; **(iv)** stating the address to which notice to the COUNTY should be sent; and **(v)** and such other information concerning the Lease any mortgagee or prospective purchaser may reasonably require. Any such statement delivered pursuant hereto may be relied upon by an owner of the Shopping Center, any prospective purchaser of the Shopping Center, any mortgagee or prospective mortgagee of the Shopping Center, or of LANDLORD'S interest therein, or any prospective assignee of any such mortgage. The COUNTY shall also, under the same terms and conditions execute an Acknowledgment of Subordination, Attornment and Non-Disturbance, at LANDLORD'S request.

26. ASSIGNMENT AND SUBLETTING: The COUNTY shall not assign, mortgage, or hypothecate this Lease, or any interest therein, or permit the use of Premises by any person or persons other than the COUNTY, or sublet the Premises without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld, denied or delayed. Consent of LANDLORD to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through the COUNTY. However, nothing herein contained shall constitute a release of liability for either the COUNTY or the Guarantors hereof in the event of any such assignment or subletting. The COUNTY and said Guarantors shall remain fully liable (jointly and severally with each other and with any assignee or sub-TENANT), under all of the terms and provisions of this Lease for the original term hereof, as well as for the terms of any extensions or renewals hereof, even though the election of the COUNTY'S option to extend or renew may be made by such assignee or sub-TENANT, with or without notice to the COUNTY or Guarantors.

27. NOTICES: All notices required under this Lease shall be given in writing and shall be deemed to be properly served if sent by certified or

registered United States Mail, Return Receipt Requested, postage prepaid, as follows:

If to LANDLORD:

CTC L.L.C.
49 Randolph Road
Silver Spring, Maryland 20904
Tel. 301-236-9411
Fax. 301-236-9413

If to COUNTY:

Montgomery County Government
Division of Facilities & Services
Leasing Management
101 Orchard Ridge Drive, 2nd Floor
Gaithersburg, Maryland 20878
Tel. 240-777-6080
Fax. 240-777-6047

With a copy that does not constitute notice to:

Office of the County Attorney
Montgomery County
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Tel. 240-777-6700
Fax. 240-777-6705

or to such other address as either may have designated from time-to-time by written notice to the other. The date of service of such notices shall be the date such notices are deposited in any United States Post Office.

29. QUIET POSSESSION: LANDLORD covenants that it has the full right to make this Lease, and that, if and so long as the COUNTY shall not be in default hereunder, the COUNTY shall quietly hold, occupy, and enjoy the Premises during all of the terms and extensions hereof, without hindrance, ejection or molestation by LANDLORD, or any party claiming under LANDLORD, subject to LANDLORD'S right to inspect the Premises during business hours or other times in the event of an emergency.

30. SHORT FORM RECORDATION: LANDLORD and the COUNTY each agrees that, at the request of either, they will, following the Lease commencement date, record this Lease or execute and deliver a recordable Short Form of Lease, containing the basic provisions of this Lease and acknowledging that the COUNTY has accepted possession of the Premises, that the Lease is operative, and reciting the Lease commencement date and the

termination of this Lease. In the event of such recordation, all costs and expenses attendant thereto (including recording fees and taxes), shall be paid by the party desiring recordation.

31. ADDITIONAL COVENANTS OF THE COUNTY: COUNTY covenants and agrees:

(a) To give to LANDLORD prompt written notice of any accident, fire, or damage occurring on or to the Premises.

(b) To keep the Premises sufficiently heated to prevent freezing of water pipes and fixtures.

(c) To keep the outside area immediately adjoining the Premises clean and free from snow, ice, debris and rubbish and not to place or permit obstructions or merchandise in such areas.

(d) To keep the Premises clean, orderly, sanitary, and free from all objectionable odors and from insects, vermin and other pests.

(e) To comply with the requirements of the State, Federal and County statutes, ordinances, and regulations applicable to TENANT and its use of the Premises, and to save LANDLORD harmless from penalties, fines, costs and expenses resulting from failure to do so.

(f) To keep the Premises free of any mechanics' or materialmen's liens caused by the COUNTY or any person, firm or entity acting on behalf of the COUNTY, and to assure that no such liens shall be filed.

(g) To pay promptly, when due, all bills rendered for utilities used in and about the Premises.

32. LANDLORD'S RIGHT TO ALTER CONFIGURATION: It is specifically understood and agreed by the parties hereto that LANDLORD shall, from time-to-time, have the right to alter or modify the configuration of the Shopping Center building(s) and to re-align the parking configuration as well as entrances and exits from said parking lot.

33. GENDER: Where the context requires, words in the singular may be substituted for the plural and vice-versa, and words in the masculine, feminine, or neuter gender may be substituted for any other gender.

34. BINDING EFFECT -- JURISDICTION: This Lease, and all of its terms, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors or assigns, and shall be construed under the laws of the State of Maryland.

35. WAIVER: The waiver at any time by the LANDLORD or COUNTY of any particular covenant or condition of this lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

36. NON-DISCRIMINATION: LANDLORD agrees to comply with the non-discrimination in employment policies in COUNTY contracts as required by Section 11B-3 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The LANDLORD assures the COUNTY that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, sexual orientation or genetic status.

37. NON-APPROPRIATION: This Lease is subject to the annual appropriation of funds by the Montgomery County Council. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on July 1 of the calendar year which the COUNTY does not appropriate funds. The COUNTY shall give LANDLORD at least Thirty (30) days written notice of the lack of appropriation. The COUNTY shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

38. FORCE MAJEURE: Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this lease is same shall be due to any strike, lockout, civil commotion, ware-like operation, invasion, rebellion, hostilities, military or unsurged power , sabotage, governmental regulations or controls, through Act of God or other cause beyond the control of either party.

39. CONTRACT SOLICITATION: 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, licensed commercial selling or leasing agencies maintained by the LANDLORD for the purpose or securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

40. PUBLIC EMPLOYMENT: LANDLORD understands that unless authorized under Section 11B-52 or Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

41. ENTIRE AGREEMENT: This document contains the entire agreement between the parties and shall not be subject to amendment, except in writing, signed by the parties, and the parties hereby covenant and agree that there are not other agreements, oral or written, between them relating to the subject Lease not herein contained.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be properly executed.

WITNESS:

By: Julie A Eberard

Date: 3/20/03

LANDLORD:

CTC L.L.C.

By: William F. Brown
Managing Member

Date: 3/20/03

WITNESS:

By: Rebecca S Domarek

Date: 4-17-03

TENANT:

MONTGOMERY COUNTY

By: William M. Mooney Jr
William M. Mooney, Assistant
Chief Administrative Officer

Date: 4/17/03

Approved as to Form and Legality:

Office Of The County Attorney

By: Eileen O. Basanes
Name:

Date: 2/28/2003

Recommended:

By:
J. Ronald Smith, Chief,
Facilities Services Section

Date: 3/3/03

a:\LEASES #6\KRAMER\LEASE.3

WORK AGREEMENT

This Work Agreement is attached to and made a part of that certain Lease dated April 15, 2003 ("the Lease"), between CTC L.L.C., ("Landlord") and MONTGOMERY, COUNTY, MARYLAND, a body politic and corporate and a political subdivision of the State of Maryland ("County"). The Landlord and County together are the "Parties". The terms used in this Exhibit that are defined in the Lease shall have the same meanings as provided in the Lease. The Landlord, at its sole costs, shall be responsible for the following work to deliver a Vanilla Shell to the County:

1. All drawings, permits, inspections, installation, and test of sprinkler system, including sprinkler heads.
2. The installation of a concrete floor for the Premises ready for tenant's covering.
3. The installation of drywall in ready to paint condition.
4. The installation of a drop ceiling.
5. The installation of light fixtures.
6. The installation of all electrical systems and outlets as per code.
7. The installation of a HVAC system to meet the requirements of a retail store. Ductwork and diffusers included.
8. The installation of two (2) ADA restrooms. All plumbing and accessories included.
9. The installation of one (1) exit door in the rear of the Premises for receiving deliveries.
10. The installation of two (2) doors in the front of the Premises at separate locations.

EXHIBIT A

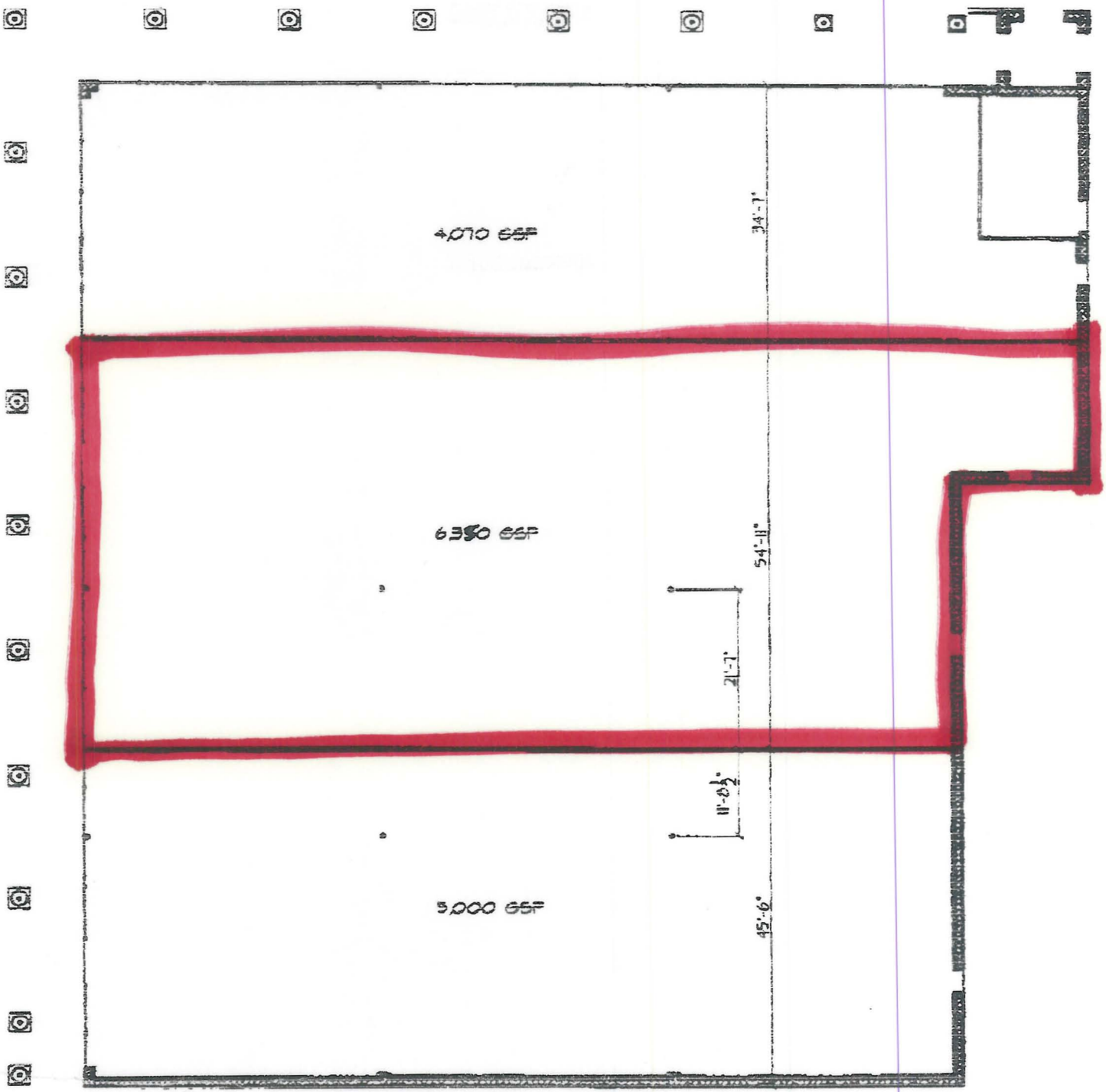

EXHIBIT "B"

RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done through the rear entrance, if any, at such times designated for such purposes by Landlord.

2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Shopping Center.

3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed and 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, provided that the charges for such service are consonant with prevailing rates in the area. Landlord may, in its reasonable discretion, require Tenant to contract for its own refuse and garbage pick-up; in such case Tenant shall use a refuse firm, type of service, and type of container acceptable to Landlord; the placement of said container shall be dictated by landlord. Should Tenant contract for all of its garbage and refuse removal and no longer use the containers contracted for by Landlord, then Landlord shall not charge Tenant for that portion of the Shopping Center's Operating Expenses related to garbage and refuse removal. Tenant shall separate recyclable materials, and shall place in designated container for collection in the manner and at the times and places specified by Landlord, and as required by governmental statute.

4. No radio or television or other similar device shall be installed without first obtaining, in each instance, Landlord's consent in writing. No aerial shall be erected without, in each instance, the written consent of Landlord. Any of said items so installed without such written consent shall be subject to removal without notice at any time.

5. No loud speakers, televisions, phonographs, radios, flashing lights, searchlights, or other devices shall be used in a manner so as to be heard, seen, or experienced outside of the Premises without prior written consent of Landlord.

6. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

7. Tenant shall cooperate in keeping the areas immediately adjoining the Premises clean and free from snow, ice, dirt and rubbish and Tenant shall not place or permit any obstructions (including displays or signage) or merchandise in such areas or in any part of the common areas.

8. Plumbing facilities located within the Premises 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, who shall, or whose employees, agents or invitees shall have caused it.

9. Tenant shall use at Tenant's cost a pest extermination contractor approved by Landlord at such intervals as Landlord may reasonably require.

10 Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

11. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.

12 Tenant and its employees shall not park their personal or company cars, trucks, or other vehicles in parking spaces provided for customers in the Shopping Center or in alleys or service courts serving building in the Shopping Center except in areas which may be designated by Landlord for tenant parking. Tenant covenants that upon written request from Landlord it will, within five business days, furnish Landlord with the state automobile license numbers assigned to its cars and other vehicles and to the cars and other vehicles of all its employees.

13. Landlord reserves the right to designate portions of the parking lot as an exclusive parking area to be used by certain identified tenants of the Shopping Center, and Tenant, its agents, employees, and invitees shall not park their personal or company cars, trucks, or other vehicles in any parking area so designated.

14. Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, sex, religious creed, ancestry, national origin, handicap, marital status, or sexual orientation in furnishing, or by refusing to furnish, to such person or persons the use of the Premises, including any and all services, privileges, accommodations, and activities provided therein.

15. In the event Tenant elects to install a security alarm system in the Premises, Tenant shall contract for a system in which a timer is installed on both internal and external alarms so that neither alarm can ring for more than thirty (30) minutes. Tenant shall furnish Landlord with a copy of a notice from the security company which confirms that such timers have been installed.

16. Landlord shall determine the hours during which all exterior store and pylon signs shall be illuminated and reserves the right to turn the signs on and off at the times it deems appropriate as determined in its sole discretion.