

LEASE AGREEMENT

THIS LEASE, made this 20th day of March, 2009, by and between BURTONSVILLE (E&A), LLC, a Maryland limited liability corporation, hereinafter called "Landlord," whose address is Post Office Box 528, Columbia, South Carolina 29202 and MONTGOMERY COUNTY MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, through the Department of Liquor Control, hereinafter called "County", collectively the "Parties".

ARTICLE I

GRANT AND TERM

SECTION 1.01, LEASED PREMISES

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to the County, and County rents from Landlord, those certain premises at 15743 Columbia Pike, Burtonsville, Maryland 20866 and are herein called the "Leased Premises" containing an area of approximately 3,000 square feet located in the shopping center known as "Burtonsville Crossing" or such other name as it may be known as from time to time ("Shopping Center"). The boundaries and location of the Leased Premises are outlined in red on the site plan of the Shopping Center, which is marked Exhibit "A" attached hereto and made a part hereof.

SECTION 1.02, USE OF ADDITIONAL AREAS

The use and occupancy by the County of the Leased Premises shall include the use of those areas of the Shopping Center which are from time to time made available by Landlord for use by the tenants of the Shopping Center and/or by the public, such as, by way of illustration but not limitation, parking areas, driveways, truckways, delivery passages, common truck loading areas, walkways, planted areas, landscaped areas, community rooms, and restrooms which are not leased to or reserved for individual tenants and other facilities as may be designated from time to time by the Landlord, subject, however, to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord of which the County has written notice of such rules.

SECTION 1.03, COMMENCEMENT; RENT COMMENCEMENT, INITIAL TERM AND RENEWAL TERM

The County's obligation for the payment of rent and additional rent hereunder shall commence on the earlier to occur of sixty (60) days following the delivery of the Leased Premises or the date the County opens for business, and is referred to herein as the "Rent Commencement Date." The "Initial Term" of this Lease shall be for a period of three (3) years following the Rent Commencement Date and will end on the last day of the third (3rd) consecutive full lease year as said term "lease year" is hereinafter defined, unless sooner terminated as herein provided except that in the event the Commencement Date is a date other than the first day of a calendar month, said Lease Term shall extend for the number of days remaining in the calendar month following the Rent Commencement Date.

Provided the County is not in default hereunder and this Lease has not been previously terminated as provided herein, County shall have the right to extend the Initial Term for an additional period of two (2) Lease Years (the "Renewal Term") by providing Landlord written notice of the County's intention to extend the Renewal Term (the "Renewal Notice") no less than one hundred eighty (180) days prior to the expiration of the Initial Term of this Lease. All terms, covenants, conditions and provisions of the Lease (including, without limitation, those related to the payment of Operating Costs and Taxes) shall apply during the Renewal Term, except that: (a) the County shall occupy the Leased Premises in its then current "as-is" condition and there shall be no abatement of Minimum Rent nor shall there be any credit or allowance given to the County, and the Landlord shall have no obligation to make any improvements or alterations in or to the Leased Premises or the Shopping Center; (b) the Minimum Rent for the Leased Premises shall be adjusted as hereinafter provided.

SECTION 1.04, LEASE YEAR DEFINED

The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall commence on the Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

SECTION 1.05, FORCE MAJEURE

If either Landlord or the County shall fail to timely perform any of its obligations under this Lease (excluding the County's financial obligations, i.e. payment of Minimum Guaranteed Rent or Additional Rent) as a result of Force Majeure (as hereinafter defined), such party shall not be liable for loss or damage for such failure and the other party shall not be released from any of its obligations under this Lease. If either Landlord or Tenant is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of such delay or prevention shall be added to the time herein provided for the performance of any such obligation.

Force Majeure shall mean any period of delay which arises from or through Acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war, fire or other casualty; and delays caused by the other party.

ARTICLE II

RENT

SECTION 2.01, MINIMUM RENT

Commencing on Rent Commencement Date, the County agrees to pay Landlord at the office of the Landlord, or at such other place designated by Landlord, without any prior demand therefor and without any deduction or set-off whatsoever, fixed minimum rent equal to the following:

(a) The annual sum of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) payable, in advance, on the first day of each calendar month during the first Lease Year of the Initial Term, payable in equal and consecutive monthly installments of (\$10,000.00).

(b) The annual sum of One Hundred Twenty-Three Thousand Six Hundred and 00/100 Dollars (\$123,600.00) payable, in advance, on the first day of each calendar month during the second Lease Year of the Initial Term payable in equal and consecutive monthly installments of (\$10,300.00).

(c) The annual sum of One Hundred Twenty-Seven Thousand Three Hundred Eight and 00/100 Dollars (\$127,308.00) payable, in advance, on the first day of each calendar month during the third Lease Year of the Initial Term payable in equal and consecutive monthly installments of (\$10,609.00).

(d) The annual sum of One Hundred Thirty-One Thousand One Hundred Twenty-Seven and 27/100 Dollars (\$131,127.27) payable, in advance, on the first day of each calendar month during the first Lease Year of the Renewal Term payable in equal and consecutive monthly installments of (\$10,927.27).

(e) The annual sum of One Hundred Thirty-Five Thousand Sixty-One and 06/100 Dollars (\$135,061.06) payable, in advance, on the first day of each calendar month during the second Lease Year of the Renewal Term payable in equal and consecutive monthly installments of (\$11,255.09).

SECTION 2.02, TAXES

The County shall, during the term of this Lease and any extensions thereof, as additional rent, pay pro rata the real estate taxes attributable to the Leased Premises. The County agrees to pay to the Landlord, on account of such pro rata share of all real estate taxes, the initial sum of **Three Dollars and Fifteen Cents (\$3.15) annually per square foot, which includes an administrative fee of fifteen percent (15%),** adjusted annually, as County's contribution toward the real estate taxes for the land and improvements comprising the Shopping Center; provided however, that if at the end of each year during the term hereof, the total of the monthly charges paid by the County during such year shall be less than the County's share of the final actual real estate taxes for such year, the County shall pay to the Landlord the excess within twenty (20) days after written demand for same by Landlord. Unless separately assessed, the real estate taxes attributable to the Leased Premises for each year shall be the amount which is the result of multiplying (a) the real estate taxes assessed against the entire Shopping Center for such year by (b) a fraction whose numerator is the number of gross square feet area of the Leased Premises and whose denominator is the number of square feet area of the Shopping Center, exclusive of common areas. It is understood that the County's pro rata monthly payment may be adjusted from time to time as bills are received from the taxing authority. It is understood that the County shall have the right to audit the real estate taxes subject to Article XXXIV of this Lease.

SECTION 2.03, ADDITIONAL RENT

The County shall pay as additional rent any money required to be paid pursuant to Sections 2.02, 2.04, 10.01, 12.01, 12.02, 13.02, and 14.01, and all other sums of money or charges required to be paid by the County under this Lease, whether or not the same be designated "additional rent." If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

SECTION 2.04, PAST DUE RENT AND ADDITIONAL RENT

If the County shall fail to pay, when the same is due and payable, any rent or any additional rent, or amounts or charges of the character described in Section 2.03 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 1.5 percent (1.5%) per month plus a late charge of five percent (5%) of the monthly Minimum Rent payment which is not received by Landlord prior to the tenth (10th) day of the month for which such payment is due.

Notwithstanding the foregoing, such past due rent, additional rent or other amounts or charges shall not be imposed the first time it would otherwise be due during any twelve (12) month period, provided the County shall make such payment within ten (10) days upon receiving notice from Landlord that such payment has not been timely received.

ARTICLE III

PERCENTAGE RENT [INTENTIONALLY DELETED]

ARTICLE IV

AUDIT [INTENTIONALLY DELETED]

ARTICLE V

CONSTRUCTION, ALTERATION, RELOCATION AND REFINANCING OF IMPROVEMENTS AND ADDITIONS THERETO

SECTION 5.01, LANDLORD'S OBLIGATION

Landlord shall deliver the Leased Premises to County in "as is" condition, on the commencement of this Lease, except that Landlord warrants that the HVAC, and plumbing systems serving the Leased Premises shall be in good working order on the delivery of Leased Premises. Landlord shall have no obligation, responsibility or liability to the County to construct, or to contribute to the costs of construction, of any improvements or alterations to be made by the County in connection with the County's permitted use.

Landlord represents that any work required of it shall be performed in a good workmanlike manner and shall include those items designated as "Landlord's Work" attached hereto and marked as Exhibit "B".

SECTION 5.02, PARKING FACILITIES

Landlord has constructed upon the Shopping Center site at its own cost access roads, footways and parking lots or facilities as generally shown on Exhibit "A". Landlord reserves the right to make any changes at anytime, all in its sole discretion, provided that County's ability to conduct its business within the Leased Premises shall not be impaired.

SECTION 5.03, CHANGES AND ADDITIONS TO BUILDING

Landlord hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the Leased Premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations thereof, or additions thereto, and to build additional stories on any such building or buildings and to build adjoining same and to increase or decrease the size of any parking facilities, provided, however, that none of the foregoing shall materially adversely interfere with access to the Leased Premises from the proximate portion of the common areas or reduce the parking facilities below the minimum parking required by applicable codes.

SECTION 5.04, FINANCING - INTENTIONALLY DELETED

SECTION 5.05, RIGHT TO RELOCATE

The purpose of the site plan attached hereto as Exhibit A is to show the approximate location of the Leased Premises. Landlord reserves the right at any time to relocate the various buildings, automobile parking areas, and other common areas shown on said site plan.

ARTICLE VI

CONDUCT OF BUSINESS BY COUNTY

SECTION 6.01, USE OF LEASED PREMISES

The County shall use the Leased Premises solely for the purpose of wholesale and retail sales of beer, wine, spirits and related products. County will not use or permit, or suffer the use of, the Leased Premises for any other business or purpose.

SECTION 6.02, OPERATION OF BUSINESS

The County shall operate all of the Leased Premises during the entire term of this Lease with due diligence and efficiency unless prevented from doing so by causes beyond County's control. The County shall conduct its retail

business in the Leased Premises Monday through Saturday from 10:00 a.m. to 9:00 p.m. The County shall not be permitted to receive deliveries of inventory, or make deliveries in connection with wholesale sales on any day after 8:30am. The County shall install and maintain at all times displays of merchandise in the display windows, if any, of the Leased Premises. County shall keep the display windows and signs, if any, in the Leased Premises well lighted during the hours from sundown to 11:00 p.m., unless prevented by causes beyond the control of County. The County shall be obligated to obtain any and all licenses and permits necessary for the occupancy of the Leased Premises and the conduct of its business therein.

Landlord acknowledges and agrees that the County may close the Leased Premises for reasonable periods of time in the following instances: (i) to effect necessary repairs or alterations (ii) to take inventory and (iii) for County holidays. Except when necessary to make emergency repairs, the County shall give Landlord at least two (2) days notice of each such closing.

SECTION 6.03, STORAGE, OFFICE SPACE

County shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required for County's business in the Leased Premises. No auction, fire or other liquidation sales may be conducted in the Leased Premises without the previous written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 6.04, COUNTY'S ALTERATIONS AND IMPROVEMENTS

- (a) *County's Initial Leasehold Improvements.* As soon as practicable following the Commencement Date, County shall design, engineer, prepare and submit to Landlord detailed preliminary plans and specifications for the construction of the leasehold improvements proposed to be made by the County to the Leased Premises ("County's Leasehold Improvements"). Landlord will review the County's preliminary plans and notify County, not later than twenty (20) days following submission to Landlord, of any required modifications or conditions required to be made to the preliminary plans or, if there are no such modifications or conditions, of Landlord's approval. Landlord's approval shall not be unreasonably withheld, conditioned or delayed. County will submit final Construction Set of Drawings to Landlord, as initially approved or modified in accordance with Landlord's requirements. Landlord's approval of the County's plans shall not constitute an opinion or agreement by Landlord that the plans are in compliance with applicable laws or building codes. County will be responsible, at County's sole cost and expense, to obtain any necessary permits and approvals required for the construction of the County's Leasehold Improvements prior to the commencement of work. County shall construct and complete the County's Leasehold Improvements, in a good and workmanlike manner, in accordance with the Construction Set of Drawings approved by Landlord and in accordance with applicable laws and building codes applicable to the Leased Premises and in accordance with "County' Work", attached hereto as Exhibit "C". County shall construct and fit-out the County's Leasehold Improvements using new or like new quality materials, fixtures consistent with a first-class retail premise. The County and County's contractors, and subcontractors shall comply with all terms and provisions of this Lease, and with the building codes, regulations and laws in the county and/or state in which said Leased Premises are located and which pertain to such work.
- (b) The County shall not make any additional modifications, alterations or improvements to the Leased Premises, beyond the County's Leasehold Improvements, without the prior written approval of Landlord, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the County shall have the right, upon thirty (30) days prior written notice to Landlord but without Landlord's consent, to make alterations and improvements to the interior of the Leased Premises that do not within any twelve (12) month period cost more than \$30,000; provided that this sentence shall not apply to any alterations or improvements that affect the structure of the Leased Premises or any utilities or building systems. If County desires to make any additional modifications, alterations, improvements or renovations to the Leased Premises, the County shall submit detailed plans and specifications to Landlord for approval prior to the performance of any work. If such plans are approved, County shall cause the work to be performed in a good and workmanlike manner, with licensed and qualified contractors approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. All such work shall comply with applicable laws and building codes. The County shall perform any such work at its sole cost and expense.
- (c) Neither Landlord nor Landlord's agents shall be liable for any labor or materials furnished or to be furnished to County on account of the County's Leasehold Improvements or any subsequent alterations, improvements or renovations, and no mechanic's or other lien for labor or materials shall attach to or affect any estate or interest of Landlord in and to the Shopping Center. The County shall remove or bond any mechanic's or materialmen's liens within ten (10) days of the filing thereof. All materials, fixtures and equipment to be incorporated in the Leased Premises as a result of any alterations, modifications or changes shall be like new or completely reconditioned.

- (d) Any additions, improvements, alterations and/or installations made by County shall become and remain a part of the building and be and remain Landlord's property upon the termination of County's occupancy of said Leased Premises; provided, however, that if Landlord gives reasonable written notice to County at the expiration or prior termination of this Lease to such effect, it may require County to remove any improvements made to the Leased Premises by County and restore such portion of the Leased Premises to their original condition. County shall save Landlord harmless from and against all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

ARTICLE VII

OPERATION OF CONCESSIONS [INTENTIONALLY OMITTED]

ARTICLE VIII

SECURITY DEPOSIT [INTENTIONALLY OMITTED]

ARTICLE IX

PARKING AND COMMON USE AREAS AND FACILITIES

SECTION 9.01, CONTROL OF COMMON AREAS BY LANDLORD

All automobile parking areas, driveways, entrances and exits thereto, and other facilities (if any shall be furnished by Landlord in or near the Shopping Center), including the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements (if any shall be provided by Landlord) for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article, provided the Landlord will give the County reasonable notice, in writing, of any changes in such rules and regulations. Landlord shall have the right to construct improvements and maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any part of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord will operate and maintain the common facilities referred to above in such manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

SECTION 9.02, LICENSE

All common areas and facilities not within the Leased Premises, which County may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall the County be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

ARTICLE X

COST OF MAINTENANCE OF COMMON AREAS

SECTION 10.01, COUNTY TO BEAR PRO RATA OF EXPENSE

(a) In each calendar year, the County will pay to Landlord, in addition to the rentals specified in Article II hereof, as further additional rent, subject to the limitation hereinafter set forth, a proportion of the Shopping Center's operating cost, hereinafter defined, based upon the ratio of the square feet of the Leased Premises to the total square feet of the Shopping Center, exclusive of common areas. As soon as reasonably possible following the end of each calendar year, Landlord shall furnish the County a statement covering such calendar year just expired in reasonable detail, prepared in accordance with generally accepted accounting and/or auditing principles showing the Operating Expenses and the

amount of County's actual Proportionate Share of such Operating Expenses for such calendar year and the Proportionate Share payments made by the County with respect to such calendar year as set forth above.

(b) For the purpose of this Section 10.01 the "Shopping Center's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by the County and the employees, servants, customers and other invitees of the County, excluding only items of expense commonly known and designated as carrying charges, but specifically including, without limitation, water and sewer charges; utilities system installation charges and assessments; fees for required business licenses and permits; costs of supplies; costs for utilities serving the Shopping Center (including on and off-site utilities and facilities such as sewer lift stations, retention/detention ponds, drainage facilities, roadways, driveways, and all expenses relating thereto); costs for security; costs for Common Area improvements; costs for maintaining, repairing and replacing elevators and stairways; any costs or expenses which Landlord has elected to amortize over a period of years until such cost or expense is fully recovered; costs for roof maintenance, repair and replacement; legal and accounting costs not related to lease negotiations or evictions; solid waste assessments; costs of operation and maintenance of lift stations; costs of equipping, cleaning, lighting, traffic control, striping, resurfacing, resealing, snow removal and maintaining all parking facilities; reserves for repairs, maintenance, and replacement of Shopping Center facilities; costs for painting exterior walls; costs for maintaining and monitoring fire sprinkler systems and fire, life safety and other alarms; costs for the maintenance, planting, replanting and replacement of all landscaping and gardening and the maintenance of sprinkler or irrigation systems for such landscaping or gardening. "Common facilities" means all areas, space, equipment and special services provided by Landlord for the common or joint use and benefit of the occupants of the Shopping Center, their customers and other invitees, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms and parcel pick-up stations.

(c) The additional rent provided to be paid in this Section 10.01 shall be payable monthly. County agrees to pay on account of such costs the initial sum of **Four Dollars and Twenty-Eight Cents (\$4.28) annually per square foot, which includes an administrative fee of fifteen percent (15%) of such costs (excluding real estate taxes and assessments, insurance) and a management fee of four percent (4%) of the rent payable**, as County's contribution toward the cost of maintaining and operating the common area(s) of the building provided however that if at the end of each calendar year during the term hereof, the total monthly charges paid by County during such year shall be less than the County's share of the final actual gross costs for each year, the County shall pay to the Landlord such excess within Twenty (20) days after demand for same by Landlord.

(d) Changes in any particular floor area occurring during any period shall be effective on the first day of the next succeeding monthly period.

(e) It is understood that County's pro rata monthly payment, stated in Section C above, is subject to an actual cost adjustment billing annually and that the estimated monthly amount paid on account by County may be adjusted up or down as the case may be as the expenses are incurred by Landlord, for the succeeding year. In the case that the County has overpaid for the year, the Landlord shall credit the County with the amount of such overpayment towards the County's next payment due.

(f) It is understood that the County's shall have the right to audit the operating expenses subject to Article XXXIV of this Lease.

ARTICLE XI

SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

SECTION 11.01, INSTALLATION BY COUNTY

All fixtures installed by the County shall be new or completely reconditioned. The County shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent, which shall not be unreasonably withheld, conditioned or delayed. The County shall present to the Landlord plans and specifications for such work at the time approval is sought. Under no circumstances shall the County be allowed to make structural alterations, additions, or improvements or penetrate the roof or exterior walls of the Leased Premises without the expressed prior written consent of Landlord. It is expressly understood that the use of the roof above the Leased Premises and exterior walls are reserved to Landlord. All permanent improvements shall belong to Landlord and become a part of the Leased Premises upon termination or expiration of this Lease.

SECTION 11.02, REMOVAL AND RESTORATION BY COUNTY

All alterations, decorations, additions and improvements made by the County, or made by Landlord on the County's behalf by agreement under this Lease, shall remain the property of the County for the term of the Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the

Leased Premises prior to the end of the term hereof without prior consent in writing from the Landlord, which shall not be unreasonably withheld, conditioned or delayed. Upon expiration of this Lease, or any renewal term thereof, the County shall remove all such alterations, decorations, additions and improvements, and restore the Leased Premises as provided in Section 12.03 hereof; provided, County shall repair or reimburse Landlord for the cost of repairing any damage to the Leased Premises resulting from the installation or removal of such items.

SECTION 11.03, SIGNS, AWNINGS AND CANOPIES

The County will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval and consent, which approval shall not be unreasonably withheld, conditioned or delayed, subject to the attached sign criteria marked Exhibit D. The County further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times in accordance with Landlord's request. Landlord agrees that the County's storefront sign shall contain the County's trade name and the County "Seal."

Said sign or signs shall be approved by Landlord in writing and installed by a professional sign company or a contractor approved by the County, and shall conform to all laws and ordinances; provided, however, that the care and maintenance of such signs shall be the responsibility of the County. Upon demand of Landlord, the County shall, at its sole cost and expense, immediately remove any signs that the County has placed or permitted to be placed that do not conform to this Article and the County agrees to repair and restore any damage caused by their installation or removal.

Upon termination or expiration of this Lease, the County shall be required to remove its exterior façade signage and repair any damage caused by the removal thereof. Such repair shall include, but not be limited to, the patching of holes or penetrations, and the painting of any patched areas, with paint which matches the color of the Shopping Center façade at the time such repairs are made.

ARTICLE XII

MAINTENANCE OF LEASED PREMISES

SECTION 12.01, MAINTENANCE BY COUNTY

County shall at all times keep the Leased Premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, escalators, elevators, and any air conditioning system) in good order, condition and repair, (including reasonably periodic painting as determined by Landlord), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portions by reason of County's negligent acts or omission to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due. County shall keep the front of the sidewalk of the Leased Premises and any doorways, hallways and walkways leading to or serving the Leased Premises clear and free of snow, ice, litter, trash and dirt. County will keep the Leased Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, other pests, trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage in location(s) designated by Landlord. County will provide garbage and trash collection services for the Leased Premises, and will retain an exterminator service, at County's cost. County agrees to procure and maintain an HVAC maintenance contract with a reputable contractor, providing for the maintenance and repair of the HVAC according to manufacturer's specifications and including the replacement of filters at a minimum of four (4) times per year. The HVAC maintenance contract will stipulate at least quarterly maintenance service. Such HVAC maintenance contract must be with a licensed and insured contractor.

SECTION 12.02, MAINTENANCE BY LANDLORD

Landlord shall maintain and repair the roof and structural components of the Building throughout the term of this Lease. If County refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to County for any loss or damage that may accrue to County's merchandise, fixtures, or other property or to County's business by reason thereof, and upon completion thereof, County shall pay Landlord's costs (including Landlord's reasonable administrative overhead expense) for making such repairs, upon presentation of bill therefor, as additional rent.

SECTION 12.03, SURRENDER OF LEASED PREMISES

At the expiration of the tenancy hereby created, the County shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if

any, in the Leased Premises. The County shall remove all its trade fixtures, and any alterations or improvements as provided in Section 11.02 hereof, before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. The County's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

SECTION 12.04, RULES AND REGULATIONS

Landlord reserves the right from time to time to amend or supplement any rules and regulations and to adopt and promulgate additional rules and regulations applicable to Leased Premises and the Shopping Center. The Landlord shall provide thirty (30) days written notice to County of such additional rules and regulations, and amendments and supplements, if any, and County agrees thereupon to comply with and observe all such reasonable rules and regulations, and amendments thereto and supplements thereof in accordance with the terms and provisions of this Lease, provided the same shall apply uniformly to all tenants of the Shopping Center.

ARTICLE XIII

INSURANCE AND INDEMNITY

SECTION 13.01 COUNTY PROPERTY DAMAGE AND LIABILITY INSURANCE

A. The County shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of commercial general liability insurance with bodily injury limits of \$200,000 (Two Hundred Thousand Dollars) for injury (or death) to one person, \$500,000 (Five Hundred Thousand Dollars) per occurrence, and property damage insurance with a limit of \$200,000 (Two Hundred Thousand Dollars), or such other amounts as may be prescribed, from time to time, as the maximum coverage limits pursuant to the Montgomery County Self-Insurance Program. The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, under the Local Government Tort Claims Act, Ann. Code, Cts & Jud. Proc. Sect. 5-301 et seq. (2006 Repl. Vol) as amended.

B. The County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy.

C. The County will indemnify Landlord and save it harmless 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 occurrence upon or at the Premises, or the occupancy or use by County of the Leased Premises or any part thereof, or the County's use of the exterior areas of the Leased Premises provided by Landlord for the comfort and convenience of County, occasioned wholly or in part, to such extent, by any act or omission of the County, its contractors, or employees, excepting claims arising out of the acts or omissions of the Landlord, the Landlord's agents, and employees. Provided, however, that the Landlord provides notice of claim to the County immediately. County shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of County's violation of any law or ordinance.

D. The County further agrees that all personal property in the Leased Premises shall be and remain at County's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property excepting damage arising out of the acts or omissions of the Landlord, Landlord's agents, contractors or employees.

E. Within thirty (30) days of Landlord's request, the County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described.

F. Any indemnification given by the County under this Lease is expressly limited by the damages caps and notification requirements specified in the Local Government Tort Claims Act (the "LGCTA"), Md. Code Ann. Cts. & Jud. Proc. §§ 5-301 et seq. (2006 Repl. Vol.) Md. Code Ann. Art. 2B §§ 15-201 et seq. (2005 Repl. Vol.) and Md. Code Ann. Cts. & Jud. Proc. §§ 504 et seq. (2006 Repl. Vol.) (the "Department of Liquor Control Immunity Statutes"), (the LGCTA and the Department of Liquor Control Immunity Statutes together the "Immunity Statutes"). Any indemnification given by the County is not intended to create any rights in any third parties.

13.02 LANDLORD PROPERTY DAMAGE AND LIABILITY INSURANCE

A. Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, including fire legal liability, contractual liability, products and completed operations, personal injury and broad form property damage. Montgomery County must be named as Additional Insured on all liability policies and provide on such policies a minimum of thirty (30) days notice of cancellation. The cost of the premiums for any such policies shall be paid by the County. The County shall pay its pro rata share of the insurance charges estimated at Seventeen Cents (\$.17) annually per square foot, which includes an administrative fee of fifteen percent (15%) of such insurance charges.

B. The Landlord shall provide a Special Form-Causes of Loss Property Policy to protect the interest of the Landlord and the County against loss caused by the perils insured in the amount of One Hundred Percent (100%) of the Landlord's and the County's insurable interests of the Shopping Center. The policy shall also endorse a demolition clearing clause, extra expense and loss of use coverages with a sublimit of One Million Dollars (\$1,000,000.00) per occurrence.

C. the Landlord shall provide a certificate of insurance evidencing the coverage hereinabove described within thirty (30 days) from execution of this Lease.

D. The Landlord will indemnify County and save it harmless 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, business interruption and loss of use arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by the Landlord of the Leased Premises or any part thereof including exterior areas, to such extent, by any negligent act or omission of the Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees. Provided, however, that County provides to the Landlord immediate notice of any and all claims under which the County will rely on this indemnification. The Landlord shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of the Landlord's violation of any law or ordinance.

ARTICLE XIV

UTILITIES

SECTION 14.01, UTILITY CHARGES

The County shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Leased Premises. Should Landlord elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased Premises, the County agrees to purchase and pay for the same, as additional rent, at the applicable rates filed by Landlord with the proper regulatory authority. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Leased Premises. All utilities shall be paid by County for the Leased Premises. County, upon request by Landlord, shall install its own water meter at its own cost.

ARTICLE XV

OFFSET STATEMENT, ATTORNMENT SUBORDINATION

SECTION 15.01, ESTOPPEL

The County, within twenty-five (25) days after receiving notice from, and without charge or cost shall certify by written instrument that: (i) this Lease is in full force and effect and unmodified (or if modified, stating the modification); and (ii) the dates, if any, which components of the Rent due under this Lease have been paid in the form attached as Exhibit E been paid.

SECTION 15.02, ATTORNMENT

The County shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. In the event of transfer by deed in lieu of foreclosure, the County shall attorn to purchaser (upon request of purchaser) and agrees purchaser shall not be bound by payment of rent in advance or by any amendments or modifications to the Lease made without prior written consent of the mortgagee or purchaser.

SECTION 15.03, SUBORDINATION

The County agrees that this Lease and its rights hereunder are hereby subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made now or hereafter to be made upon the security thereof. Such subordination herein shall be self-operating. County further agrees to sign and deliver a Subordination Agreement in the form attached as Exhibit F within twenty-five (25) days after request by Landlord.

ARTICLE XVI

ASSIGNMENT AND SUBLETTING

SECTION 16.01, CONSENT REQUIRED

County will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises.

ARTICLE XVII

WASTE, GOVERNMENTAL REGULATIONS

SECTION 17.01, WASTE OR NUISANCE

The County shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located, or in the Shopping Center.

SECTION 17.02, GOVERNMENTAL REGULATIONS

The County shall, at County's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Landlord makes no representations or warranties as to whether or not County shall be permitted occupy the Leased Premises.

ARTICLE XVIII

ADVERTISING, PROMOTIONAL FUND

SECTION 18.01, CHANGE OF NAME

The County agrees not to change the advertised name of the business operated in the Leased Premises without the written permission of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 18.02, SOLICITATION OF BUSINESS

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

ARTICLE XIX

DESTRUCTION OF LEASED PREMISES

SECTION 19.01, TOTAL OR PARTIAL DESTRUCTION

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Landlord shall, with reasonable diligence, after receiving all necessary permits and approvals and insurance proceeds sufficient to cover the cost of restoration, repair or restore such damage, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord with reasonable diligence, after receiving all necessary permits and approvals and insurance proceeds sufficient to cover the cost of restoration, repair or restore such damage, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence then Landlord may, at Landlord's sole discretion, at its own expense, restore or rebuild the same, and the rent meanwhile shall abate until the Leased Premises have been restored and rendered tenable. If Landlord elects not to rebuild the Leased Premises, either Landlord or County may elect to terminate this Lease by sending written notice thereof to the other party within a reasonable time after Landlord has made such determination. Notwithstanding anything contained herein to the contrary, the Landlord shall not be required to expend, in connection with any such repair, in excess of the insurance proceeds payable to the Landlord as a result of such casualty; provided, further, that all or a portion of such proceeds may be required to be paid to Landlord's mortgagee(s) in which event the amount of funds available for repair shall be reduced by the amount of such proceeds payable to the mortgagee(s).

SECTION 19.02, PARTIAL DESTRUCTION OF SHOPPING CENTER

In the event that fifty percent (50%) or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to County five (5) days prior written notice of Landlord's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XX

EMINENT DOMAIN

SECTION 20.01, TOTAL CONDEMNATION OF LEASED PREMISES

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and the County shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease.

SECTION 20.02, PARTIAL CONDEMNATION

If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the County, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. The County shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the County, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.

SECTION 20.03, LANDLORD'S DAMAGES

In the event of any condemnation or taking as aforesaid, whether whole or partial, the County shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award.

SECTION 20.04, COUNTY'S DAMAGES

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, the County shall retain the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by County in County's own right on account of any and all damage to County's business by reason of the condemnation and for or on account of any cost or loss to which County might be put in removing County's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XXI

DEFAULT

SECTION 21.01, LANDLORD'S REMEDIES

If the County shall make default in payment of the rents, including any amounts denominated as additional rent reserve hereunder for a period of ten (10) days after any of the same shall have become due and payable as aforesaid, or if County shall abandon or appear to abandon the Leased Premises or fail to conduct retail business therein, for a period of seven (7) consecutive business days except for repairs or restoration of the Leased Premises with the consent of the Landlord, or if default shall be made by County in any of the other covenants and agreements herein contained to be kept and fulfilled on the part of the County, then after the Landlord has allowed the County a reasonable length of time (in any event not less than thirty (30) days) after written notice of such default is given by the Landlord to the County to remedy such default and continuance of such action to remedy such default to conclusion with reasonable diligence, then in the event the County fails to cure such defaults, the Landlord shall have the right at its option and without prejudice to its rights hereunder, to terminate this Lease and/or to re-enter and take possession of the Leased Premises, or the Landlord, without such re-entry may recover possession of the Leased Premises in the manner prescribed by the statute relating to summary process; and that after default be made in any of the covenants contained herein, the acceptance of rent or failure to re-enter by the Landlord shall not be held to be a waiver of its right to terminate this Lease, or re-enter the Leased Premises, and the Landlord may re-enter and take possession thereof the same as if no rent had been accepted after such default. In addition thereto, on the happening of any event of default, the Landlord may, at its option declare immediately due and payable all the remaining installments of rent herein provided for and such amount, less the fair market value of the Leased Premises, for the residue of said term shall be construed as liquidated damages. All of the remedies given to the Landlord in this paragraph, or elsewhere in this lease in the event of default by County, are in addition to and not in derogation of all other rights or remedies to which Landlord may be entitled under the laws of the State of Maryland, and all such remedies shall be deemed cumulative such that the election of one shall not be deemed a waiver of any other or further rights or remedies.

SECTION 21.02, RIGHT TO RELET

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without

terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from County to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by County hereunder, County shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to County or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

SECTION 21.03, LEGAL EXPENSES

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of County to be kept or performed, and a breach shall be established, County shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee. Likewise, Landlord shall pay to County all expenses and reasonable attorney's fees in any legal proceeding in which County prevails.

SECTION 21.04, WAIVER OF JURY TRIAL

Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of monies due hereunder, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in a court of competent jurisdiction in Montgomery County, Maryland where the Leased Premises is located.

SECTION 21.05, WAIVER OF RIGHTS OF REDEMPTION

Intentionally Omitted.

SECTION 21.06 DEFAULT BY LANDLORD

In the event that the Landlord or his assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained in this Lease, County shall allow Landlord a reasonable length of time (in any event not less than thirty (30) days) after written notice from the County or his assigns specifying the default, to cure such default. A default hereunder shall be deemed cured if Landlord in good faith commences to cure the same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the cure of such default.

Any remedies given to the County in this Lease in the event of default by the Landlord, are in addition to and not in derogation of all other rights or remedies to which the County may be entitled under the laws of the State of Maryland, and all such remedies shall be deemed cumulative such that the election of one shall not be deemed a waiver of any other or further rights or remedies.

ARTICLE XXII

ACCESS BY LANDLORD

SECTION 22.01, RIGHT OF ENTRY

Landlord or Landlord's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said Leased Premises that may be required therefor without the same constituting an eviction of County in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of County, or otherwise. During the six (6) months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Leased Premises to prospective tenants or purchasers, and place upon the Leased Premises the usual notices "To Let" or "For Sale" which notices County shall permit to remain thereon without molestation. If County shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation,

responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

ARTICLE XXIII

COUNTY'S PROPERTY

SECTION 23.01, TAXES ON LEASEHOLD

County shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by County.

SECTION 23.02, LOSS AND DAMAGE.

Unless such damage shall be caused by the willful act or gross neglect of Landlord, subject to the Insurance provisions of this Lease, the Landlord shall not be liable for any damage to property of County or of others located on the Leased Premises, nor for the loss of or damage to any property of County or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of County kept or stored on the Leased Premises shall be so kept or stored at the risk of County only and County shall hold Landlord harmless from any claims arising out of damage to the same.

SECTION 23.03, NOTICE BY COUNTY

County shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Leased Premises are a part of defects therein or in any fixtures or equipment.

ARTICLE XXIV

HOLDING OVER, SUCCESSORS

SECTION 24.01, HOLDING OVER

County shall not hold over upon termination of this Lease, as provided for herein, and if it does it shall be subject to the penalties and proceedings of Maryland law, which shall be equal to 150% of the rental payable during the last month of the term.

Notwithstanding the foregoing, "150%" shall be deemed to be omitted from the preceding sentence if, during negotiations to enter into a new lease, the Landlord waives such requirement in writing.

SECTION 24.02, SUCCESSORS

Intentionally Omitted.

SECTION 24.03, TRANSFER OF LANDLORD'S INTEREST; LIABILITY

Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord interest in the Leased Premises or the Shopping Center, (i) Landlord shall thereupon and without further act by either Party hereto be released and discharged of all covenants and obligations of Landlord hereunder thereafter accruing, and (ii) it shall be deemed and construed conclusively, without further agreement between the parties, that the purchaser or other transferee or assignee has assumed and agreed to perform the obligations of Landlord thereafter accruing.

If Landlord is a validly existing corporation, limited or general partnership, or limited liability partnership or limited liability corporation in good standing at the time of any incident that forms the basis of a claim that arises under the terms and conditions of this Lease, then the County will look solely to Landlord's interest in the Property and not to the personal property of any of Landlord's members, partners, shareholders, officers, or directors, except to the extent that the claims arise out of any gross negligence on the part of, or willful misconduct, or criminal acts committed by Landlord, its members, partners, shareholders, officers, or directors.

ARTICLE XXV

QUIET ENJOYMENT

SECTION 25.01, LANDLORD'S COVENANT

Upon payment by County of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on the County's part to be observed and performed, the County shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby Leased without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXVI

MISCELLANEOUS

SECTION 26.01, WAIVER

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach if the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by the County of any term, covenant or condition of this Lease, other than the failure of the County to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

SECTION 26.02, ACCORD AND SATISFACTION

No payment by the County or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, 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 rent or pursue any other remedy in this Lease provided.

SECTION 26.03, ENTIRE AGREEMENT

This Lease and the Exhibits, and Riders, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and County concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or the County unless reduced to writing and signed by them.

SECTION 26.04, NO PARTNERSHIP

Landlord does not, in any way or for any purpose, become a partner of the County in the conduct of its business, or otherwise or joint adventurer or a member of a joint enterprise with the County.

SECTION 26.05, NOTICES

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid and shall be addressed to the following addresses or such other address as the parties shall designate by written notice.

LANDLORD:

Burtonsville (E&A) LLC
c/o E & A Investments LP
Post Office Box 528
Columbia, South Carolina 29202

Express Delivery:
c/o E & A Investments LP
900 Bank of America Plaza
1901 Main Street,
Columbia, South Carolina 29201
Attn: Legal Department

With Copy To:
c/o Edens & Avant – 2313
7200 Wisconsin Avenue, Suite 400
Bethesda, Maryland 20814
Attention: Vice President of Leasing, Mid Atlantic Region

COUNTY:

Montgomery County, Maryland
Department of Liquor Control
16650 Crabbs Branch Way
Rockville, MD 20855
Attn: Director

Montgomery County, Department of General Services
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy that does not constitute a notice:

Office of the County Attorney for Montgomery County Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

SECTION 26.06, CAPTIONS AND SECTION NUMBERS

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles or this Lease nor in any way affect this Lease.

SECTION 26.07, COUNTY DEFINED, USE OF PRONOUN

The use of the neuter singular pronoun to refer to Landlord, Landlord or County shall be deemed a proper reference even though Landlord, Landlord or County may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord, Landlord or County and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 26.08, BROKER'S COMMISSION

Each of the parties represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, except for Landlord's obligation to CBRE in accordance with the letter agreement dated November 20, 2008 between the Landlord and the Broker.

SECTION 26.09, PARTIAL INVALIDITY

If any term, covenant or condition 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 term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 26.10, NO OPTION

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and County.

SECTION 26.11, RECORDING

The County may record this Lease: however, in lieu of recording the Lease, upon the request of either Party hereto the other Party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the Parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference. The Party causing the recording shall be responsible for all costs thereof, including the payment of any transfer or recordation taxes imposed in connection therewith.

ARTICLE XXVII

DISPUTES

The County agrees not to institute proceedings in any court of competent jurisdiction in Montgomery County, Maryland on any dispute between the Parties hereto without first giving thirty (30) days notice in writing of such intent. The Landlord agrees not to institute proceedings in any court of competent jurisdiction in Montgomery County, Maryland on any dispute between the parties hereto without first giving thirty (30) days notice in writing of such intent.

ARTICLE XXVIII

NON-DISCRIMINATION

Landlord agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Section 27 of the Montgomery County Code (2004), 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, sex, martial status, national origin, ancestry, disability, sexual orientation or genetic status.

ARTICLE XXIX

NON-APPROPRIATION

This Lease is subject to the appropriation of funds. The Montgomery County Department of Liquor Control will include a request for appropriation of funds for this Lease in its annual budget request for each fiscal year during the term of this Lease. 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 make all reasonable efforts to give the 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.

ARTICLE XXX

PUBLIC EMPLOYMENT

Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), 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.

ARTICLE XXXI

LIQUOR LIABILITY INSURANCE

[INTENTIONALLY DELETED]

ARTICLE XXXII

ADA PROVISION

The County shall be liable for any cost, claim or alteration arising from the Americans with Disabilities Act which is:

- (A) related to the Leased Premises, including, but not limited to, all doors (both interior and exterior), door hardware, electrical, plumbing, and floor covering, (unless resulting from improvements or alterations hereafter made by Landlord to the Shopping Center or the Leased Premises);
- (B) resulting from any improvement or alteration of the Leased Premises made by the County; or
- (C) resulting from the County's use of the Leased Premises.

Landlord shall be liable for any cost, claim or alteration arising from the Americans with Disabilities Act which results from improvements or alterations hereafter made by Landlord to the Common Areas or the Leased Premises.

ARTICLE XXXIII

ENVIRONMENTAL MATTERS

The term "Hazardous Substances" means flammable items, explosives, radioactive materials, hazardous or toxic substances, materials or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "infectious wastes," "hazardous materials" or "toxic substances," now or subsequently regulated under any federal, state or local laws, regulations or ordinances, including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

(1) The County shall have no responsibility or liability whatsoever to Landlord or any third person for any Hazardous Substances or any other environmental hazards which were created and/or existed on or in the Leased Premises prior to the date of this Lease.

(2) The County hereby covenants and agrees not to cause or permit to occur the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Leased Premises or the transportation to or from the Leased Premises of any Hazardous Substance or any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to Hazardous Substances or other dangerous, unhealthy or hazardous conditions (collectively, "Environmental Laws") and arising from County's use or occupancy of the Leased Premises, including, but not limited to soil and ground water conditions. Landlord hereby covenants and agrees not to cause or permit to occur by Landlord's agents or employees the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under, or about the Shopping Center in violation of any Environmental Laws. Notwithstanding the foregoing, the County shall be permitted to utilize and store cleaning supplies, office supplies and inventory normally associated with the Permitted Use, within the Leased Premises, provided all such cleaning supplies and office supplies are utilized, stored and disposed of in strict accordance with all Environmental Laws.

(3) The parties shall, at their own expense, comply with all Environmental Laws and comply with all requirements of all federal, state, county and local governmental or quasi-governmental authorities (singularly, the "Authority" or collectively, the "Authorities") with regard to all such Environmental Laws.

ARTICLE XXXIV

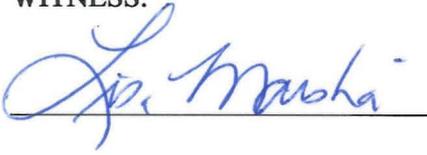
AUDIT OF EXPENSES

The County shall have the right to audit Landlord's Real Estate Taxes (Section 2.02) or Operating Expenses (Section 10.01), provided that the County's pro rata share of Real Estate Taxes and/or Operating Expenses have increased by more than three percent (3%) over the County's pro rata share of Real Estate Taxes and/or Expenses for the previous year in the manner set forth below. If, within forty-five (45) days of the County's receipt of any Statement from Landlord, the County notifies Landlord in writing that the County desires to audit or review Landlord's Operating Expenses or Real Estate Taxes, as the case may be ("Audit"), Landlord shall cooperate with County to permit any such Audit during normal business hours at the offices of Landlord and at County's sole cost and expense. In the event any such Audit reveals a discrepancy in County's favor, Landlord shall credit the amount of such discrepancy to the next payment(s) of Operating Charges or Real Estate Taxes, as the case may be, falling due under this Lease or, if the Lease Term has expired or is terminated and provided there are no sums due and owing to Landlord pursuant to the terms and conditions of this Lease, Landlord shall forward payment of any such net overpayment to County within thirty (30) days after the expiration or termination of the Lease Term. In the event any such Audit reveals a discrepancy in Landlord's favor, County shall pay the amount of the discrepancy to Landlord within ten (10) business days of completion of the Audit. Any such Audit may only be conducted by an independent accounting firm that is not being compensated by County on a contingency fee basis.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord and County have signed and sealed this lease as of the day and year first above written.

WITNESS:

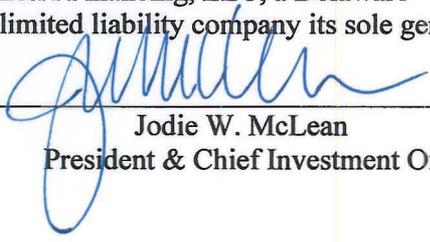


LANDLORD:

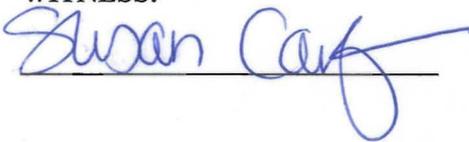
BURTONSVILLE (E&A), LLC, a Delaware limited liability company

By: Edens & Avant Financing Limited Partnership, a Delaware limited partnership its sole member

By: E&A Financing, LLC, a Delaware limited liability company its sole general partner

By: 
Jodie W. McLean
President & Chief Investment Officer

WITNESS:

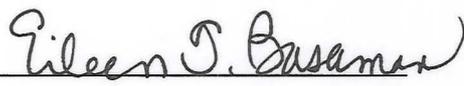


COUNTY:

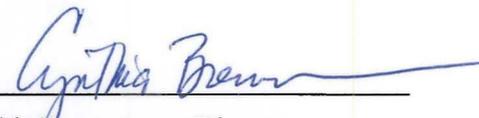
MONTGOMERY COUNTY, MARYLAND

By: 
Diane Schwartz Jones, Assistant
Chief Administrative Officer

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: 
Associate County Attorney

RECOMMENDED

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 1/30/2009

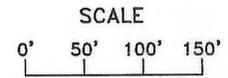
Date: 1/22/09

Exhibit A



TOTAL PARKING = 674 SPACES PROVIDED
(INCLUDING 27 HANDICAP SPACES)

TOTAL PARKING LOT LIGHTS = 26



Edens & Avant
#2313
BURTONSVILLE CROSSING
BURTONSVILLE, MARYLAND

EXHIBIT B
LANDLORD'S WORK

The Leased Premises is provided to County in its current "as is" condition. However, Landlord will deliver the Leased Premises to the County with the HVAC system, plumbing and electrical systems ("Systems") in good working order, which may be verified by Landlord after the County takes possession of the Leased Premises and has the utility accounts activated in its name. Thereafter, County shall be responsible for the Systems as provided for in this Lease.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C
COUNTY'S WORK

County, at its sole cost and expense, shall perform and construct, in a good and workmanlike manner, and in accordance with all applicable laws and regulations, all work necessary to prepare the Leased Premises for County's business. Prior to commencing any County's Work County shall provide Landlord with complete and professionally prepared building specific plans and specifications of County's store and County's Work, including façade elevations and details, utility layout plans and all other plans and specifications necessary to enable County to complete construction of County's store. Prior to County commencing County's Work: (i) all plans and specifications must be approved by Landlord, (ii) all contractors and subcontractors which will perform County's Work must be approved by Landlord, and (iii) County must comply with the insurance requirements set forth in Article 20 hereof (collectively, the "Work Requirements"). County's Work shall commence upon the satisfaction of the Work Requirements. County shall work diligently and in a timely manner to complete County's Work in accordance with the approved plans and specifications.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT D
SIGN CRITERIA

This sign criteria is intended to encourage and develop creative and diversified signing for the stores, providing not only effective store identification, but also good design practice. Any deviation from these standards must be approved in writing by Landlord. The approval by Landlord of any sign plan submitted to Landlord shall not constitute the assumption of any liability on the part of Landlord for their accuracy or conformity with any building or signage code or other governmental or regulatory requirements, and County shall be solely responsible for such plans and obtaining all permits and approvals from all appropriate governmental and regulatory bodies.

1. Only signs that have individual interior-lighted letters and carry Underwriters Laboratory (UL) rating will be permitted. Signs with exposed neon tubing or exposed lamps or any exposed sign illumination or illuminated sign cabinets or modules or "box" signs or signs of the flashing, rotating, moving, blinking or animated type are not permitted.
2. The design and location of all signs must be approved in writing by Landlord and shall be subject to Landlord's sole discretion as to design, size and location. County shall submit sign working drawings to Landlord and no sign shall be installed until Landlord's written approval has been obtained by County. The working drawings must indicate the following:
 - a. The type and sizes of all lettering.
 - b. Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of letters and length of sign.
 - c. A section through the sign showing its construction.
 - d. Colors, finishes and types of all materials.
 - e. Wattage and light intensity.
 - f. Location of all penetrations for conduit and sleeves, etc. required for sign installation.
3. County's sign shall be located above the storefront of the Leased Premises and within the limits of the area designated by Landlord as the "sign band." County's sign shall be centered vertically within said sign band and horizontally within the lineal front footage of the Leased Premises. County's sign shall be limited in length to a maximum of seventy-five percent (75%) of the lineal front footage of the Leased Premises. The letters of County's sign shall have a maximum height of eighty percent (80%) of the sign band not to exceed 24" and a minimum height of fifty percent (50%) of the sign band not to be less than 12".
4. Major County signage shall be regulated by Landlord and the size and location will be at the discretion and approval of Landlord.
5. All signs shall be installed on 6" x 6" raceways prefinished to match building façade and shall not project more than 6" from the face of the raceway.
6. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight manner.
7. No labels will be permitted on the exposed surface of signs except those required by local ordinance, which labels shall be applied in an inconspicuous location.
8. County's sign contractor shall repair and/or replace any damage to work of others caused by his work.

9. County shall be fully responsible for work performed by County's sign contractor.
10. Storefront signs shall be limited to County's store or trade name only.
11. Painted or printed signs on the exterior surface of any building shall be prohibited except small scale signs relative to store name, address, and stating store hours which are neatly lettered on the glass of the storefront but subject to Landlord's approval and in addition, any non-customer door for receiving merchandise may have in 2" block letters the name of County.
12. Painted signs on the exterior surface of any wall of the Leased Premises are prohibited.
13. Paper, textile or cardboard signs, stickers, banners or flags are prohibited.
14. No exposed ballast boxes or electrical transformers will be permitted except as required by code.
15. Sign company names or stamps shall be concealed if permitted by code.
16. Only one sign for each County will be permitted unless otherwise approved by Landlord in writing.
17. Electrical service for signs will be the responsibility of County.
18. No roof-mounted signs will be permitted.
19. Signs must be in compliance with any pertinent zoning requirements or local government restrictions.
20. Landlord shall not be responsible for the cost of the refabrication of signs fabricated, ordered, or constructed that do not conform to this sign criteria.
21. Public safety decals or artwork on glass in minimum sizes, subject to the approval of Landlord, may be used, as required by building codes or other governmental regulations.
22. In the event County installs or permits any sign to be installed, which has not been approved by Landlord, Landlord shall have the right to require County to remove the sign and install a sign approved by Landlord. In the event County refuses to remove any non-conforming sign, Landlord shall have the right to cause said sign to be removed, at County's expense, which expense shall include not only the cost associated with removing said sign, but also the cost of any repairs made necessary by the installation or removal of such non-conforming sign. County's failure to reimburse Landlord for such cost within five (5) days after Landlord has submitted an itemization of such cost shall constitute default under this Lease and Landlord shall have all rights and remedies as set forth in the lease for default by County.

EXHIBIT E
FORM OF TENANT ESTOPPEL CERTIFICATE

Re: Agreement of Lease dated _____ and as amended on _____ (“Lease”), executed by and between _____ (“Landlord”), and Montgomery County Maryland, through the Department of Liquor Control (“Tenant”) for leasing a certain premises containing approximately _____ (_____) square feet located within the _____ Shopping Center, with an address at _____ (“Leased Premises”).

Landlord has requested that the County provide Landlord with an Estoppel Certificate as permitted from time to time under the terms of the above-referenced Lease. The County hereby acknowledges the following:

- (1) The Lease and all amendments to the Lease attached as Exhibit “A” is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term shall commence on the earlier of Tenant’s opening for business or sixty (60) days following the delivery date as defined in the Lease. The current term of the Lease will expire on the last day of the third “Lease Year” (as defined in the Lease). The Lease provides for one (1) extension of the Lease for two (2) years.
- (3) The Tenant shall commence the payment of rent under the Lease on the “Rent Commencement Date” (as such term is defined in the Lease). The initial annual net rent payable by the Tenant under the Lease is equal to _____. No rent under the Lease has been or will be paid more than thirty (30) days in advance of its due date.
- (4) The County paid no security deposit under the terms of the Lease.
- (5) The Lease represents the entire agreement between the Tenant and the Landlord with respect to the leasing of the Leased Premises, including, but not limited to, all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord, and to the conditions precedent to the occupancy of the Leased Premises by the Tenant.
- (6) As of the date that this Certificate is issued by the County, the County has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by the County, the County has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (7) The County is not in default under the Lease.
- (8) The County has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (9) Any notices to be sent to the County should be sent in the form required in the Lease to:

Montgomery County, Maryland
Office of Real Estate
101 Monroe Street
10th Floor
Rockville, MD 20850

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

(10) The undersigned is duly authorized to execute this Certificate.

TENANT:
MONTGOMERY COUNTY, MARYLAND, a
body corporate and politic

By: _____
Diane Schwartz-Jones, Assistant Chief
Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: _____
Cynthia Brenneman, Director
Office of Real Estate

EXHIBIT F

FORM OF SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 2008 among _____ (the "Lender"), with an address at _____, _____, _____ ("Landlord"), with an address at _____, _____, _____, and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), with an address at _____ (the Lender, the Landlord, and the Tenant together the "Parties").

RECITALS

A. WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____ as amended by the _____ (the "Lease"), whereby Tenant leased from Landlord those certain premises, containing approximately four _____ (_____) square feet ("Leased Premises") located within the _____ Shopping Center, with an address at _____ ("Shopping Center") and more particularly described on EXHIBIT A, attached and incorporated as if fully set forth (the "Property").

B. Lender and the Landlord have represented to the Tenant that the Lender will make a loan to the Landlord in the principal amount not to exceed _____ (\$_____) (the "Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified from time to time (the "Mortgage") and an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the Premises under the Terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement and the payment of the sum of \$10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Subordination and Consent. The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the Mortgage. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in performance of the terms of the Loan that Lender may, at Lender's option, demand in writing sent to the Tenant by first class mail, postage prepaid and certified mail to the address provided below, that all payments of rent and additional rent due under the Lease must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. THE PARTIES AGREE THAT PAYMENTS MADE TO LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE COUNTY FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord and the Lender fully indemnify the Tenant for any such payments made under this Paragraph, and the Lender will provide a defense to any claim for payment made by the Landlord or any party claiming through the Landlord for payments made by Tenant to the Lender under this Agreement.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as Tenant complies with and performs all of

Tenant's material obligations under the Lease, (a) the Lease will remain in full force and effect as a direct Lease between the Lender, including the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the Lease Term, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the Lease Term in accordance with the provisions of the Lease. THE PARTIES AGREE THAT IF THE LENDER OR THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease Term, and the Tenant will perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. Tenant will not terminate or rescind the Lease or withhold payments of rent or additional rent under the Lease for a period of 30 days following receipt of written notice from the Lender of Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If Lender acts promptly upon notice from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default Lender is unable to complete the cure within 30 days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed 60 days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property securing repayment of the Loan to the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who will assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt or hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to: _____

If to the Landlord, to: _____

If to the County, to: Montgomery County Government
Department of Liquor Control
16650 Crabbs Branch Way
Rockville, Maryland, 20850

With a copy to: Montgomery County Government
Department of General Services
101 Monroe Street, 10th Floor
Rockville, MD 20850
Attn: Director, Office of Real Estate

with a copy that does
not constitute notice to: Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the first business day following hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

LENDER:

By: _____

Printed Name: _____

Date: _____

LANDLORD:

By: _____

Printed Name: _____

Date: _____

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: _____
Diane R. Schwartz Jones
Assistant Chief Administrative
Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By:
Cynthia Brenneman, Director
Office of Real Estate

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this ____ day of _____, 20____, before me, a notary public in and for the State of Maryland, personally appeared _____, who acknowledged herself/himself to be the managing member/authorized person of _____, and that she/he, as managing member/authorized person, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as managing member/authorized person of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this ____ day of _____, 20____, before me, a notary public in and for the State of Maryland, personally appeared _____, who acknowledged himself/herself to be the managing member of _____, and that he as managing member/authorized person, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as managing member/authorized person of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____, 20____, before me the undersigned officer, personally appeared Diane R. Schwartz Jones, known to me to be an Assistant Chief Administrative Officer for Montgomery County, Maryland, and that she, as such Assistant Chief Administrative Officer, being authorized to do so, executed the foregoing Agreement by signing the name of Montgomery County, Maryland by herself as Assistant Chief Administrative Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:
