LEASE

BETWEEN

FLOWER ASSOCIATES
(LANDLORD)

AND

MONTGOMERY COUNTY, MARYLAND

ADDRESS:

8706-B FLOWER AVENUE
SILVER SPRING, MD 20901

SHOPPING CENTER:

FLOWER CENTER

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 4th day of February, 2014 by and between FLOWER ASSOCIATES, c/o its management agent, Finmarc Management Inc., 7200 Wisconsin Avenue, Suite 1100, Bethesda, Maryland 20814 (hereinafter called "Landlord") 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") the Landlord and the County collectively the "Parties".

WITNESSETH:

That in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, premises located at 8706-B Flower Avenue, Silver Spring, MD, 20901 in a shopping center commonly known as Flower Center, located in Montgomery County, Maryland, hereinafter referred to as the "Complex". The Complex and other facilities related hereto are located upon a parcel of land, hereinafter referred to as the "Complex Area" as shown on the plat attached hereto and incorporated herein as Exhibit "A". This Lease shall be for the term, upon the rents, and subject to the terms and conditions hereinafter set forth as follows:

1. LEASED PREMISES

The portion of the Complex leased hereunder is hereinafter referred to as the "Leased Premises" and contains approximately 3,300 square feet of retail leasehold space, as depicted as 8706-B on Exhibit "B", attached hereto and incorporated herein. For the purposes of determining the square footage of the Leased Premises, leasehold space is calculated by measuring from the outside exterior walls of the Leased Premises to the center line of any partitions constructed which separate the Leased Premises from the remaining or adjacent premises of the Complex. Within twenty (20) days of the execution of this Lease by both parties, Landlord shall provide Tenant with a survey of the Leased Premises to include the measurement of the Leased Premises.

2. GRANT OF LEASEHOLD INTEREST

Landlord hereby demises and leases the Leased Premises to Tenant and Tenant hereby rents and takes the Leased Premises from Landlord, for the purposes and subject to the rents and other terms and conditions in this Lease (together with the Rules and Regulations including any additions or revisions from time to time adopted by Landlord) as the Complex is now or to be constructed, together with a non-exclusive license to use, in common with Landlord and others to whom Landlord gives similar rights, all areas and facilities which may be designated by Landlord as "Common Facilities" for general use by all customers, suppliers, employees and other business invitees of occupants of the Complex.

3. LANDLORD'S RESERVATIONS

Landlord reserves the right to change, enlarge, reduce, and otherwise modify any structure or improvement now or later constructed on the Complex Area, and to change the size, appearance, character and other features of the Complex, and/or any of the Appurtenant Facilities (as hereinafter defined). For example, Landlord may (a) change the locations and/or dimensions of parking areas, roads, entrances, exits, courtyards, corridors, footways and loading and other facilities of the Complex; (b) place landscaping, plantings, decorative items, temporary structures and areas for retail sales and promotional activities in any courtyards, corridors, footways, and other elements of the Common Facilities; (c) make alterations and additions to and build additional floors on or above the Complex in which the Leased Premises is located; (d) erect temporary scaffolds, protective barriers and other aides to construction on, around and about the exterior of the Leased Premises; (e)

enter the Leased Premises to shore and support the foundations and/or walls to install, maintain, use, repair, replace, remove and inspect pipes, ducts, conduits and wires passing into, through, above or beneath the Leased Premises for service to other parts of the Complex; and (f) cover over or enclose all or any portion of any courtyard, corridor, footways or other area intended for pedestrian passage of customers or other business invitees of occupants of the Complex. If Landlord does any of the things cited above, it will not (1) invalidate or affect this Lease or any right hereunder, (2) constitute an eviction of Tenant or breach of this Lease, (3) give rise to any claim for abatement of rent or other obligation of Tenant, or (4) be the basis of a claim for damages by Tenant for any inconvenience, loss of business or other injury allegedly caused thereby (excepting only claims for property damage and/or bodily injury); provided, however, that none of the restrictions or regulations shall materially adversely interfere with access to or from the Leased Premises , or with the visibility of the storefront sign on the Leased Premises from, the proximate portion of the Common Facilities or reduce the parking facilities immediately adjacent to the Leased Premises below the minimum parking required by applicable codes.

4. LEASEHOLD IMPROVEMENTS

(a) Except as expressly set forth below, Tenant shall accept the Leased Premises in "as-is" condition and shall fund and construct any leasehold improvements required for its use and occupation of the Leased Premises. Notwithstanding the above, Landlord shall deliver the Leased Premises (including all access points to the Leased Premises in sound condition both structurally and mechanically; water tight; with all systems and utilities in good working order and stubbed to the Leased Premises, including the HVAC system in good working order, which Landlord shall evidence by providing a certificate of inspection/commissioning performed within a month of delivery date; in compliance with applicable laws, including ADA and free of materials; with a Phase I environmental study. In addition, Landlord shall construct the improvements described in the outline specifications set forth on Exhibit C attached hereto and incorporated herein.

(b) Within thirty (30) days from the date of the execution of this Lease, Tenant shall provide Landlord with a scaled plan and specifications, for the layout of the Leased Premises, including the location of all partitions, interior doors, lighting fixtures, lightpole switches, electrical outlets, telephone receptacles or systems, together with the specifications therefor and any other improvements Tenant desires to be made thereto. Upon approval of the plans and specifications by Landlord, , which shall not be unreasonably withheld, conditioned or delayed Tenant shall, at its own expense, provide, construct and install in the Leased Premises, the improvements described in the approved plans and specifications. All said work by Tenant shall be performed in a professional and workmanlike manner using materials consistent with the level and quality used in the Complex.

(c) Upon the completion of the improvements set forth on Exhibit C, Landlord shall deliver the Leased Premises to Tenant and Tenant shall then construct and install all improvements to the Leased Premises required by Tenant's plans and specifications at Tenant's sole cost and expense.

(d) Tenant shall not transport any safe, heavy machinery, heavy equipment, including computer terminals or other computer equipment (other than standard "personal computer" type computers), bulky matter or fixtures (the "equipment and machinery") into or out of the Complex or Leased Premises without Landlord's prior written consent and approval , which shall not be unreasonably withheld, conditioned or delayed. In obtaining Landlord's approval as required under this paragraph, Tenant agrees to provide Landlord with all technical specifications concerning the equipment and machinery and to pay the costs of any and all structural changes which in the sole discretion of Landlord are required to be made in order to safely and efficiently accommodate the equipment or machinery to be transported into or out of the Complex or Leased Premises. If such equipment or machinery requires special handling, Tenant agrees to employ only persons holding the proper license to do said work, and that all work in connection therewith shall comply with any applicable federal, state, city or other governing laws, rules or regulations. Tenant understands and agrees that it is liable for any damage done to the Complex or Leased Premises resulting from the movement of any equipment or machinery.

(e) If a mechanic's lien or claim is filed against Landlord's property because of work, labor or

services performed or materials furnished for Tenant or anyone authorized by Tenant, Tenant shall cause it to be discharged to the satisfaction of Landlord within fifteen (15) days of the receipt of notice of the filing; however, if Tenant shall fail to cause such lien or claim to be discharged to the satisfaction of Landlord, Landlord may, in addition to any other right or remedy, discharge it by paying the amount claimed to be due. Any amount paid by Landlord and all related costs and expenses (including reasonable attorney's fees) together with interest thereon as provided for in this Lease ,of all such amounts shall be due and payable by Tenant to Landlord on demand as compensation for Landlord's administrative expenses and this amount shall be considered Additional Rent payable by Tenant with the first installment of rental thereafter becoming due and payable. Tenant shall provide to Landlord a release of liens for any work on the Leased Premises which may be performed or authorized by Tenant.

(f) Tenant shall provide, at its own expense, for the removal of all waste, debris and excess materials resulting from its making the improvements described in this Section 4 and from its moving in and occupying the Leased Premises. At no time shall Tenant or Tenant's contractors place temporarily or otherwise any of said waste or debris either outside the Leased Premises or in or near those dumpsters provided in Section 19 (b) hereof, those dumpsters being intended for the sole purpose of holding the refuse of day to day business of Tenant and other tenants in the Complex.

(g) In the event Tenant determines that it's use of the Leased Premises requires a "heavy up" of the electrical service, then Landlord shall allow Tenant to increase the current electrical power of 200 amps to 400 amps, at Tenant's sole cost and expense, provided Tenant submits plans and specifications for Landlord's approval (which shall not be unreasonably withheld, conditioned or delayed) and Tenant files for all required permits and municipal or County approvals.

5. TERM

(a) This Lease shall commence on the date of mutual lease execution by Landlord and Tenant (hereinafter referred to as the "Commencement Date") and shall be for a term of ten (10) years, commencing on the Rent Commencement Date, as defined below, (hereinafter "Term"), plus the part of the month, if any, from the date of the commencement of the Term to the first day of the first full calendar month thereof. For a period of one hundred eighty (180) days after the Commencement Date, all Fixed Minimum Rent and Additional Rent shall abate. Thereafter, Tenant shall pay Fixed Minimum Rent and Additional Rent as set forth in this Lease (hereinafter "Rent Commencement Date"). As soon as the Rent Commencement Date has been determined, each of the parties hereto agrees, upon demand of the other, to execute a declaration form expressing the commencement and termination dates of the Term.

(b) Tenant shall work diligently towards completing the leasehold improvements and opening for business to the public. If Tenant fails to take possession and to open the store for business fully fixtured, stocked and staffed within one hundred eighty (180) days after the Commencement Date, Landlord may, thereafter, in addition to any and all other remedies, collect not only all Fixed Minimum Rent and Additional Rents due under the Lease, but **Additional Rent** , at the rate equal to twenty five percent (25%) of each monthly installment of Fixed Minimum Rent due and payable hereunder for each month or portion thereof occurring after for each and every day that Tenant shall fail to open for business.

(c) This Lease is subject to the Non-Appropriation as set forth in Section 64 of this Lease .

6. FIXED MINIMUM RENT

(a) Tenant covenants and agrees to pay to Landlord, as Fixed Minimum Rent for the Leased Premises, for the first five (5) years of the Lease Term, rent at the rate of Ninety Two Thousand, Four Hundred and 00/100 Dollars ($92,400.00) per annum, payable in twelve (12) monthly installments of Seven Thousand, Seven Hundred and 00/100 Dollars ($7,700.00), due ***in advance, on the first day of each full calendar month during the Term.***

(b)
All rentals payable by Tenant to Landlord under this Agreement shall be due and paid to Landlord at the office of Landlord's management agent, Finmarc Management Inc. or at such place as

Landlord may designate without prior demand therefor and, except as provided herein, ***without any set-off or deduction whatsoever***. Tenant will promptly pay all rentals herein prescribed when and as the same shall become due and payable. Tenant shall pay a "late charge" of five percent (5%) of any installment of rental (or any other charge or payment as may be considered Additional Rent under this Lease) when paid more than ten (10) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. . If Landlord shall pay any money, or incur any expenses in correction of the violation of any covenants herein set forth, the amount so paid or incurred shall, at Landlord's option, and on written notice to Tenant, be considered Additional Rent payable by Tenant with the first installment of rental thereafter becoming due and payable. Notwithstanding the provisions of this Section 6.(c), the late charge shall not be imposed upon the County for two late payments made by the County during a calendar year, provided the County shall make such payment within ten (10) days of said payment being due.

7. ADJUSTMENTS TO FIXED MINIMUM RENT

(a) Fixed Minimum Rent payable under Section 6 of this Agreement shall be increased on the fifth anniversary of the Lease Commencement Date, commencing with the sixth year of the Term of this Lease, at a rate equal to ten percent (10%), over the preceding year, as set forth above in Section 6 for the next five (5) years of the Term.

8. THIS SECTION INTENTIONALLY OMITTED.

9. THIS SECTION INTENTIONALLY OMITTED

10. TENANT'S BUSINESS OPERATIONS AND USE OF LEASED PREMISES

(a) The Leased Premises are leased to Tenant solely for the purpose of the operation of a retail beer/wine and liquor store, with the sale of corresponding accessories and for no other purposes. Tenant understands and agrees that its business is to be conducted for the exclusive purpose of selling to members of the general public only those services and/or items of merchandise listed on Exhibit "D" attached hereto, and incorporated by reference herein. Any changes in this list of merchandise/services to be sold by Tenant on the Leased Premises shall be submitted to Landlord for written approval, which shall not be unreasonably withheld, conditioned or delayed. Tenant acknowledges and warrants that it has investigated its ability to obtain and maintain all licenses and permits required for the use and operation of its business within the Leased Premises and is satisfied that it will be able to obtain and maintain such licenses and permits during the Term hereof. Landlord disclaims all warranties and representations as to the requirements of local government agencies in connection with granting and/or maintaining for Tenant, its operating license and permits for the Leased Premises. In addition, no use shall be made or permitted to be made of the Leased Premises or acts done which will increase the existing rate of insurance on any structure or improvement within the Complex Area, or cause the cancellation of any insurance policy covering any structure or improvement within the Complex Area, nor shall Tenant sell or permit to be kept, used or sold in or about the Leased Premises, any article which may be prohibited by the standard form of fire insurance policies.

(b) Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any public or private nuisance or any other act or thing which may disturb the quiet enjoyment of any other tenant in the Complex. Tenant agrees to maintain the Leased Premises in a clean and orderly condition and shall be kept free from vermin and rodents. Tenant shall contract for and continuously utilize pest and rodent extermination services for the Leased Premises with a contractor approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed. The cost of this service contract shall be borne by Tenant and a copy of same must be mailed to Landlord within thirty (30) days of occupancy in the initial year of the Term of the Lease and within thirty (30) days after the first day of each and every subsequent year of occupancy during

the Term of this Lease. Tenant shall not use the Leased Premises or permit the same to be used in whole or in part for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of any public authority or organization at any time.

(c) Tenant acknowledges that the Leased Premises is intended to be part of an integrated retail and office facility to be operated as a unified commercial center and that Tenant's operation of the uses permitted under this Section will be supportive of and supported by the operations of other tenants and occupants of the Complex. Therefore, Tenant also acknowledges that any failure by Tenant to conduct its operations at the Leased Premises in accordance with this Lease and the Rules and Regulations adopted from time to time by Landlord and in general conformity with the operations of other tenants of the Complex will cause Landlord to suffer substantial injuries by, among other things, jeopardizing the value of the Complex Area and the improvements thereon.

(d) During the Term of this Lease, Tenant will continue to operate or cause its business to be operated continuously and diligently, in good faith, adequately staffed and, unless prevented by reason of strikes or other labor disputes which are not within the control of Tenant, adequately stocked with seasonable merchandise of a kind and type which Tenant is permitted to sell under this Section 10 and in the manner of other Montgomery County liquor stores . Throughout the Term of this Lease, Tenant will cause its business at the Leased Premises to remain open each Monday through Saturday, inclusive (excepting legal holidays), from not later than 10 a.m. until at least 9 p.m. Tenant will operate and advertise its business at the Leased Premises only under Tenant's trade name unless and until the use of another name is approved in writing by Landlord. Tenant will operate its business solely within the interior of the Leased Premises and no use of the adjacent sidewalks, parking lot or common areas may be used for the display, sale or storage of Tenant's products, services or wares. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be required to remain open on Sundays, Montgomery County, Maryland holiday's or national holidays.

(e) During the Term, Tenant shall not directly or indirectly own, operate, or be financially interested either by itself or with others in any similar or competing business within a radius of one (1) mile from the outside boundary of the Center.

(f) As a material inducement for Landlord to enter into this Lease, Tenant acknowledges the need to protect all tenants, customers and invitees to the Complex from all odors and/or smells emitted from the Leased Premises. Tenant represents and warrants that it will continuously provide and employ the necessary ventilation systems that are customarily operated by similar stores to prevent odors and smells originating in the Leased Premises and from being detectable outside of the Leased Premises and in the Complex. Failure to perform this covenant and obligation shall be deemed a default of this Lease and Landlord may avail itself of all remedies available to it in this Lease.

(g) Tenant acknowledges that Landlord is concerned that Tenant's type of operation and that of other tenants in the Complex may have tendencies to attract or draw loitering outside of such locations. The Leased Premises hereunder is a part of integrated commercial complex and is essentially surrounded by the common areas of the Complex shared and utilized by other tenants of the Complex and subsequently, any loitering would have a negative effect upon the Landlord and other tenants of the Complex, both tangible in the way of increased common area expenses, as well as not so tangible impacts upon the business of others. Consequently, Tenant hereby covenants and agrees to take such actions to discourage and prevent any loitering in or about the Leased Premises, including, if determined necessary in Landlord's reasonable discretion, arranging for the employment of a properly trained security guard(s) to work on a part time basis as Landlord may require, sufficient to disburse and keep disbursed any loiterers on or about the Leased Premises. If, within thirty (30) days after receiving written notice from Landlord requiring same, Tenant has not employed such service, Landlord may employ such service on behalf of Tenant and Tenant shall immediately upon invoice from Landlord, reimburse Landlord for the full cost of such service

11. COMMON AREAS AND FACILITIES

(a) During the Term of this Lease, Tenant shall have the right of non-exclusive use, in common with others, of any courtyards, corridors, malls, driveways, footways, loading facilities and other

common areas and facilities, shown on Exhibit "A", provided that such use shall be subject to such Rules and Regulations as Landlord may from time to time prescribe governing the same; and provided that Landlord shall at all times have full and exclusive control, management and direction thereof. Tenant understands and agrees that none of the rights granted herein extend to the use of any of the Appurtenant Facilities (as hereinafter defined in Section 18) of any other tenant located in the Complex. Landlord shall further have the right to police all common areas; to close temporarily all or any portion of the common areas as may be required for proper maintenance and/or repair; to change the location, layout and arrangement of the common areas and facilities, driveways and footways from time to time; and, to do and perform such other acts in and to such areas as, in the use of its business judgment, Landlord shall determine to be advisable in order to improve the overall operation and/or make more convenient the use thereof by tenants of the Complex.

(b) It is understood and agreed by Tenant that Landlord shall not be required to employ any security system or personnel for either the Complex or the Leased Premises. However, in the event that Landlord does employ any of the aforementioned security personnel or system, Landlord shall provide and employ said personnel or system and the costs thereof shall be borne by Tenant based on the square foot percentage that Tenant's Leased Premises bears to the total leasehold premises occupied by all tenants of the Complex, said costs not deemed by Landlord to be within the definition of "Landlord's Operating Cost" as defined in Section 12 of this Agreement.

(c) It is understood and agreed by Tenant that Tenant's employees or agents shall not park in the parking spaces directly in front of the Leased Premises, those spaces being intended for the use of business invitees. Tenant's employees and agents shall park in an area designated by Landlord. Tenant shall not park its delivery trucks at the Complex except for periodic visits for loading and/or unloading and under no circumstances shall there be long term or overnight parking.

12. COMMON AREAS EXPENSE

(a) Landlord will, at its expense (subject to the reimbursement provisions hereinafter set forth), operate and maintain the common areas and facilities described in Section 11. For the purpose of this Section, "Landlord's Operating Costs" shall be those of operating and maintaining the Common Facilities in a manner deemed by Landlord, in its sole discretion, to be reasonable and appropriate and for the best interests of the tenants in the operation of the Complex, including, without limitation, the following:

(1) All costs and expenses of operating, maintaining, decorating, repairing, lighting, cleaning, painting, striping, insuring (including liability for personal injury, death and property damage and workmen's compensation insurance covering personnel), removing snow, ice and debris and/or amortization of machinery and equipment used for such operations; and

(2) All costs and expenses, for the repair or replacement of paving, curbs, roofs, canopies, walkways, landscaping, common area HVAC, drainage, plumbing and lighting facilities; and

(3) All costs and expenses of grass cutting, fertilizing, planting, replanting and replacing flowers, shrubs or other exterior decorations within the Complex Area; and

(4) Painting and decorating of all Common Facilities; and

(5) All costs and expenses necessary for operating, maintaining and repairing the sprinkler system, if any, installed in the Leased Premises and in the other areas of the Complex containing the Leased Premises; and

(6) All other expenses which would be considered as an expense of owning, maintaining, managing, operating or repairing the Complex under accepted accounting principles for shopping centers.

(b) In each Rental Year, Tenant will pay Landlord, as Additional Rent, its proportionate share of Landlord's Operating Costs. Tenant's proportionate share shall be obtained by multiplying Landlord's Operating Costs by a fraction, the numerator of which shall be the number of square feet of the Leased Premises and the denominator of which shall be the total number of square feet of leasable floor area of the Complex. The charge required hereunder shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each twelve (12) month period commencing and ending on dates designated by Landlord, each installment being due on the first day of each month. During the twelve (12) month period designated by Landlord, Landlord shall have the right at the expiration of any quarter therein, to adjust the amount of the remaining monthly installments to be paid by Tenant under this paragraph. Within ninety (90) days after the end of each twelve (12) month period, Landlord shall deliver to

Tenant a statement of Landlord's Operating Costs for such twelve (12) month period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant, each party hereby agreeing to pay to the other within thirty (30) days of receipt of such statement, such amount as may be necessary to effect adjustment to the agreed proportionate share of the preceding twelve (12) month calendar period. After Tenant's written request, Landlord shall make available for Tenant's inspection (at Landlord's office during normal business hours) Landlord's records relating to Landlord's Operating Costs for such preceding period.

13. REAL ESTATE TAXES

(a) As used herein, the term "Taxes" shall mean and include all present and future real estate and other ad valorem taxes, including front foot benefit charges and all other governmental impositions and/or levies, whether or not now customary, and regardless of whether the same shall be extraordinary or ordinary, general or specific, foreseen or unforeseen, or similar or dissimilar to any of the foregoing, relating to the Complex and all land, buildings or other improvements therein.

(b) If at any time during the Term hereof the method and/or basis of taxation prevailing at the commencement of the Term shall be altered so that in addition to, or in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such, there shall be levied, assessed or imposed (1) a tax on the rents received from such real estate, or (2) a license fee measured by the rent receivable by Landlord from the Complex, or (3) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents derived from the Complex then, in any of such events, the same shall be included in the computation hereunder of Taxes.

(c) Tenant shall pay Landlord, as Additional Rent, its proportionate share of the Taxes levied upon the Complex for each year (or any part thereof) during the Term of this Lease. Tenant's proportionate share of the Taxes shall be obtained by multiplying the Taxes by a fraction, the numerator of which shall be the number of square feet of the Leased Premises, and the denominator of which shall be the total number of square feet of leasable floor area in the Complex. The official tax bill or bills, as the case may be, issued by the appropriate taxing authorities shall be conclusive evidence as to the amount of the Taxes levied upon the Complex. Taxes shall be paid by Tenant in the following manner:

(1) Tenant's proportionate share of such Taxes from the Commencement Date of the Term through the expiration of the Tax year in which the Term commences shall be paid to Landlord within thirty (30) days following receipt of written notice from Landlord assessing Tenant's proportionate share thereof.

(2) With each payment of the monthly Fixed Minimum Rent provided for in Section 6 above during the remainder of the tax year in which the Term of the Lease commences, Tenant shall pay to Landlord a sum to be estimated and billed by Landlord which will collectively be sufficient to pay, in advance, Tenant's proportionate share of the estimated Taxes for the first full tax year within the Term of this Lease.

(3) Commencing with the first month of the first full tax year during the Term of this Lease, and each month thereafter during the Term of this Lease, Tenant shall pay to Landlord a sum to be estimated and billed by Landlord representing one-twelfth (1/12) of Tenant's proportionate share of the estimated Taxes for the next succeeding tax year; provided, however, that where the Term expires during such tax year, Tenant shall only be liable for a commensurate portion of its proportionate share of the Taxes therefor.

(d) Landlord shall have the exclusive right to protest any special assessments and any increase in land or building assessments upon or affecting the Complex, to petition for reduction of such assessments, and to appeal such protests and petitions and file and prosecute such actions as Landlord, in its sole discretion, shall deem appropriate. All reasonable expenses incurred by Landlord (including attorney's fees and costs) in contesting, appealing and/or negotiating against any increase in the assessment of the Complex shall be included as an item of Taxes for the purpose of computing Additional Rent due hereunder.

(e) In the event that the tax base or other basis upon which such Taxes are levied or assessed includes, as is reasonably determined by Landlord, the value of any improvements, betterments, furnishings, fixtures, and the like ("leasehold improvements") installed by Tenant in the Leased Premises and Landlord has not estimated and billed for such Taxes, then Tenant shall pay to

Landlord, within ten (10) days of Landlord's rendering a statement therefor, the entire amount of Taxes attributable to such leasehold improvements. For the purpose of determining any increase in Taxes due to leasehold improvements, Tenant agrees that it will certify by affidavit to Landlord, within thirty (30) days of taking possession of the Leased Premises, the actual cost of all leasehold improvements constructed within the Leased Premises and paid by Tenant. This figure will be multiplied by 0.5 (or any future percentage used by any taxing authorities to adjust fair market value to assessed value) and the resulting number will then be multiplied by the current tax rate. For example, if leasehold improvements for the Leased Premises total $5,000.00, a base of $2,500.00 would then be multiplied by the tax rate, say $3.00 per $100.00 of assessed valuation, for a total tax of $75.00 payable to Landlord for the tax year in question. The resulting number would be the Taxes attributable to the leasehold improvements and shall be paid to Landlord in addition to any proportionate share of Taxes otherwise payable by Tenant under this Lease.

(f) Tenant shall at all times be solely responsible for all taxes assessed or levied against any leasehold interest hereunder or any personal property of any kind owned or installed by Tenant.

14. UTILITIES

(a) Landlord and Tenant agree that Tenant shall have separate electrical services for the Leased Premises and, accordingly, shall be billed directly for all electrical services to the Leased Premises. In the event that electrical service is transferred from Landlord (or its general contractor) to Tenant without interruption of service, the date upon which Tenant shall be responsible for the payments under this Section 14 shall be the date that the Leased Premises are delivered as defined under Section 4 of this Agreement.

(b) Tenant shall pay as Additional Rent promptly when due the charges for all such utility services rendered or furnished to the Leased Premises (whether by meter or sub-meter) by Landlord, together with all taxes, levies or other charges on such utilities. In the event Tenant is not provided such services by the local municipality through an individual meter or account, Tenant charges for water and sewer service (if any) furnished to the Leased Premises shall be a pro-rata share of the respective bill for the Complex based upon the metered volume consumed within the Leased Premises. If Tenant defaults in the payment of any such charges or taxes, Landlord may, at its option, pay the same for and on Tenant's account, in which event Tenant shall promptly reimburse Landlord therefor. Landlord will provide and maintain the necessary mains and electrical conduits to bring water and electricity to the Leased Premises. Tenant shall be responsible for maintaining the lines and conduits located within or beneath the Leased Premises. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in utility services to the Leased Premises caused by the making of any repairs or improvements to the Complex or to the Complex Area.

(c) Landlord shall under no circumstances be liable to Tenant in damages or otherwise, for any interruption in the service of water, electricity, gas, heating, air conditioning, sprinkler system or other utilities or services caused by an unavoidable delay, by the making of any necessary repairs or improvements, or by any cause beyond Landlord's reasonable control.

15. INSURANCE

Tenant shall pay Landlord as Additional Rent its pro-rata share of the cost of the insurance premium therefor in monthly installments of Additional Rent which shall be that amount which bears the same ratio to the entire insurance premium as the square footage of the Leased Premises bears to the square footage of all leasable floor area in the Complex for buildings covered under such insurance. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene the policies insuring the Leased Premises against loss of damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done, or suffered by Tenant to be kept in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or on other property of Landlord or others within the Complex to be increased beyond the minimum rate from time to time applicable to the Leased Premises for the uses permitted therein, or to any other property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of any such increase upon Landlord's demand.

16. THIS SECTION INTENTIONALLY OMITTED

17. RULES AND REGULATIONS

(a) Tenant agrees to be bound by the Rules and Regulations as adopted, promulgated and amended by Landlord pertaining to and for the purpose of maintaining and operating all Appurtenant Facilities (as hereinafter defined) and structures and improvements within the Complex Area in a clean and orderly manner, preserving the safety and good order thereof, and furthering the convenience and welfare of all of the tenants of the Complex Area. A copy of these Rules and Regulations is attached hereto and made a part hereof and may be reasonably amended from time to time by Landlord. Said Rules and Regulations and any reasonable amendments, changes or additions thereto which Landlord may hereafter make are hereby incorporated in this Lease and shall be binding upon Tenant as if fully set forth herein, provided that said Rules and Regulations shall in no way be in conflict with any of the terms and conditions of this Lease. Any amendments or additions to the Rules and Regulations shall be effective upon seven (7) days' prior written notice thereof to Tenant in the manner provided in Section 37 hereof.

(b) If Tenant permits or causes any condition, action, omission or pattern of actions or omissions which in the sole judgment of Landlord violates any Rule or Regulation (as amended or supplemented), Landlord will give Tenant notice of the violation. If Tenant permits or causes the same or substantially similar condition, action, omission or pattern of action or omission to occur or continue after receiving notice from Landlord, Tenant shall be deemed to be an event of Default and both Landlord and the County shall have the rights and remedies as provided for Section 34 of this Lease.

18. REPAIRS

(a) Except as herein expressly provided, Landlord shall be under no liability, nor have any obligation to do any work or make any repairs in or to the Leased Premises, and any work which may be necessary to outfit the Leased Premises for Tenant's occupancy or for the operation of Tenant's business therein is the sole responsibility of Tenant and shall be performed by Tenant at its own cost and expense, in accordance with the provisions of this Lease.

(b) Tenant will keep the interior of the Leased Premises, together with all plate glass doors, rear doors and windows and all electrical, plumbing and mechanical installations therein, including heating, ventilation, and air conditioning equipment servicing the Leased Premises, and all Appurtenant Facilities (as hereinafter defined), in good order and repair and will make all replacements and repairs at its own expense. Landlord will make all necessary repairs to the exterior walls and roof (the roof shall not include any HVAC, Tenant signs, or other system components or any other materials placed upon the roof unless previously approved and assumed by Landlord as its responsibility) of the Complex in which the Leased Premises are located and shall have a reasonable time in which to complete such repairs. Tenant shall not access the roof without consent of Landlord and only Landlord's contractor shall perform or access the roof. Tenant shall be responsible for any repairs or damage to the roof caused by Tenant, its agents or employees. Tenant will surrender the Leased Premises at the expiration of the Term, or at such other time as it may vacate the Leased Premises, in as good condition as when received, and in accordance with Section 54(d) hereof, reasonable wear and tear excepted. Tenant must engage the services of a licensed, reputable heating, ventilating and air conditioning company and obtain on an annual basis, a one-year service policy for the heating, ventilating and air conditioning equipment (HVAC) for the Leased Premises, and replacing of filters contained within the equipment on at least a semi-annual basis. Cost of this policy shall be borne by Tenant and a copy of same must be mailed to Landlord within thirty (30) days of occupancy in the initial year of the Term of the Lease and thirty (30) days after the first day of each and every subsequent year of occupancy during the Term of this Lease.

(c) If Tenant fails to obtain an annual service policy as herein described, or fails to provide Landlord with a copy of said policy within thirty (30) days as required herein, Landlord shall have the right to obtain such policy and charge Tenant for the cost of said policy, plus the sum of Two Hundred Dollars ($200.00) as reimbursement to Landlord for the time and expense of procuring said policy, said cost to be paid by Tenant as Additional Rent.

(d) Tenant will promptly repair at its own expense any damage to the Leased Premises caused by bringing into the Leased Premises any property for Tenant's use or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors; and, in default of such repairs by Tenant, Landlord shall make the same and Tenant agrees to pay the cost thereof to Landlord promptly upon Landlord's demand therefor.

(e) As used herein, "Appurtenant Facilities" shall be defined as those facilities pertaining to Tenant's use and occupancy of the Leased Premises, wherever located, including but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (whether or not located in the Leased Premises), sprinkler system, signs, loading docks, and waste containers (if not shared with other tenants), as opposed to those facilities in common with other tenants.

19. JANITORIAL SERVICES AND TRASH REMOVAL

(a) Tenant shall provide, at its own expense, such janitorial services as are necessary to maintain the Leased Premises in a sanitary, good and safe condition. It is understood and agreed by Tenant that the Landlord shall not employ a janitor or furnish janitorial services to the Leased Premises. However, Landlord shall provide cleaning and maintenance services for the common areas and facilities of the Complex as described within the definition of "Landlord's Operating Costs" in Section 12 of this Agreement.

(b) Trash removal services shall be provided by the Landlord and the cost of providing such services shall be borne by each of the tenants in the Complex based upon the individual use and need of each tenant, as set forth in a percentage determined by Landlord. Trash removal services to be provided by the Landlord shall be limited to the providing of a trash dumpster at a location upon the Complex Area satisfactory to the Landlord and the removal of trash contained within the dumpster on a periodic basis. Tenant agrees that Landlord's determination in this matter shall be final and binding upon Tenant.

20. WATER DAMAGE

Landlord shall not be liable to Tenant, its agents, employees, contractors, customers or other visitors for any injury of damage to person, property or the operation of business resulting from water, rain, snow or dampness which may leak or issue from or through any part of the Complex other than caused by the failure of Landlord to make any repairs which it is required to make hereunder after having a reasonable opportunity in which to make same.

21. ALTERATIONS BY TENANT

a.(a) Tenant will not make any alteration to the Leased Premises, or any part thereof without first obtaining Landlord's written approval of such alteration, which shall not be unreasonably withheld, conditioned or delayed; and Tenant agrees that any improvements made by it shall immediately become the property of Landlord and shall remain upon the Leased Premises in the absence of any agreement to the contrary; however, Landlord shall have the right to require the restoration of the Leased Premises to its original condition at the time of delivery to Tenant and in accordance with any and all applicable county, state and municipal codes in effect at that time, in which event Tenant shall comply with such requirements prior to the expiration or other termination of this Lease. Tenant will not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Leased Premises without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in any given year, improvements costing $30,000 or less may be made by County without first obtaining the written approval of Landlord, provided that any such improvement does not alter the exterior appearance of the Leased Premises or any of the structural components of the Leased Premises or the Complex Area or any of the Complex Area's operating systems, including, but not limited to, any operating systems serving the Leased Premises.

(b) Alterations by Tenant shall be subject to the following conditions:

(1) All of Tenant's alterations shall be performed in a way which will not interfere with Landlord or any other tenant's business in the Complex;

(2) Tenant shall keep the common areas free of building materials and equipment used in connection with Tenant's work;

(3) Tenant shall provide for the removal of all refuse and debris in connection with Tenant's work in accordance with Section 4(e).

(4) Tenant shall continue to perform all duties and obligations imposed by this Lease during the period in which alterations are made. Except for Landlord's negligent acts, Landlord will not be responsible or liable to Tenant or its agents, employees, licensees or contractors for any bodily injury or property loss or damage occurring prior to the Lease Commencement Date, and subject to statutory limitations set forth in this Lease, Tenant will indemnify, defend and hold harmless Landlord and Landlord's contractors against all claims and liabilities resulting from the performance of Tenant's alterations. Tenant shall provide Landlord with certificate of insurance for both workers compensation and general liability for each and every contractor or subcontractor working at the Leased Premises.

(5) Tenant, at its sole cost and expense, shall pay for all alterations, additions or improvements desired and/or required inside or outside the Leased Premises as a result of Tenant's use, including any changes in occupancy permits required at any time from time to time during the Term by any federal, state, or local governmental agency.

(c) Each request for Landlord's approval shall be accompanied by reasonably detailed plans and specifications for the proposed alteration. Landlord's approval will not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency of the plans or specifications submitted as Tenant shall be solely responsible for such matters.

22. LANDLORD'S SIGN POLICY

(a) Tenant shall, at Tenant's sole cost and expense, affix a sign containing Tenant's name and business upon the exterior of the Leased Premises and on the southern wall of the Leased Premises facing the Complex's parking lot in the location designated by Landlord in accordance with the Sign Policy of Landlord set forth in Exhibit "E" attached hereto and made a part hereof. Said Sign Policy and any reasonable amendments, changes or additions thereto which Landlord may hereafter make are hereby incorporated in this Lease and shall be binding upon Tenant as if fully set forth herein, provided that said policy shall in no way be in conflict with any of the terms and conditions of this Lease. Any amendments, changes or additions to the Sign Policy shall be effective upon prior written notice thereof to Tenant in the manner provided in Section 37 hereof. All sign designs shall be submitted to Landlord in writing for review and Landlord's written approval must be obtained prior to the installation of any sign on or about the Leased Premises. Said approval by Landlord shall not be unreasonably withheld, conditioned or delayed. All signs must be designed, fabricated and installed in accordance with all codes and municipal approvals. Provided County complies with the Sign Policy applicable to the Complex Area, Landlord agrees that any of the County's signage shall contain the County's trade name and the County "Seal."

(b) Other than as provided in Landlord's Sign Policy, Tenant will not place or suffer to be placed or maintained on the exterior of the Leased Premises any other sign, advertising matter or any other thing of any kind whatsoever. Landlord shall permit Tenant, subject to Landlord's prior review and written approval which shall not be unreasonably withheld, conditioned or delayed, to install reasonable neon signage and posters on the inside windows of the Leased Premises. Tenant further agrees to maintain its entrance door sign and any other signs as may be approved by Landlord and provided for in Landlord's Sign Policy, in good condition and repair at all times. Tenant shall not install or allow to be installed any amusement device, food or drink vending machine, music device, telephone, coin operated device or any other apparatus on the outside of the Leased Premises.

23. INSURANCE

23.1 County Property Damage and Liability Insurance.

(a) The County (as Tenant hereunder) 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 limits for damage to the property of others of $200,000 (Two Hundred Thousand Dollars). 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. (2013 Repl. Vol) as amended. The County shall also maintain workers compensation coverage in statutorily required amounts.

(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 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 damages arising out of the negligent acts or the omissions of the Landlord, the Landlord agents, contractors or employees.

(d) On or before the Delivery of Possession Date, and as a condition precedent to the obligation of Landlord to deliver the Premises to County, and, thereafter, within thirty (30) days of Landlord's request, the County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described.

23.2 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 commercial general liability insurance with limits of One Million Dollars ($1,000,000) per occurrence for bodily injury and damage to the property of others. Montgomery County must be named as Additional Insured on all liability policies. Landlord shall provide County with notice in the event of cancellation or non-renewal not less than thirty (30) days prior to policy cancellation.

B. The Landlord shall obtain and maintain a Special Form-Causes of Loss Property Policy to protect the interest of the Landlord against loss caused by the perils insured in the amount of One Hundred Percent (100%) of the Landlord's insurable interests of the Complex Area.

C. Within thirty (30) days of the County's written request, Landlord shall provide a certificate of insurance evidencing the coverage hereinabove described within thirty (30 days) from execution of this Lease.

D. Landlord shall also have the right to maintain such additional types of insurance (including business interruption insurance and rent loss insurance) as are customary, prudent or reasonable for shopping centers similar to the Complex Area. Landlord's obligation to carry the insurance provided for herein may be satisfied by blanket policies if the coverage required hereunder is satisfied.

24. INDEMNITY BY TENANT

The County shall indemnify and hold harmless Landlord (excluding, however, the intentional or negligent acts of Landlord) and as limited by the damages caps stated in the Immunity Statues defined below to the extent applicable, from and against all claims, demands, liabilities, damages, judgments, orders, decrees, actions, fines and penalties arising from or relating to any violation of law, loss of life, damage or injury to persons, property or business occurring in, about or from the Leased Premises or the Complex Area in connection with the County's use and/or occupancy of the Leased Premises or Complex Area. Any indemnification given by the County under this Lease is expressly limited by the damages caps and notification requirements, to the extent applicable to the occurrence giving rise to such indemnity obligation, specified in the Local Government Tort Claims Act (the "LGCTA"), Md. Code Ann. Cts. & Jud. Proc. §§ 5-301 et seq. (2013 Repl. Vol.) Md. Code Ann. art. 2B §§ 15-201 et seq. (2011 Repl. Vol.) and Md. Code Ann. Cts. & Jud. Proc. §§ 504 et seq. (2013 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 or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

25. FIRE OR OTHER CASUALTY

If the Leased Premises, or any other portion of the Complex shall, through no fault of Tenant or Tenant's agents, servants, employees, customers, contractors, visitors or licensees, be damaged by fire, the elements, unavoidable accident or other casualty, but the Leased Premises shall be rendered untenantable only in part, Landlord shall promptly, at its own expense, cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenantable. If by reason of such occurrence the Leased Premises shall be rendered wholly untenantable, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within sixty (60) days after said occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed Leased Premises in which event, this Lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. All of the above notwithstanding, if Landlord, in its absolute discretion, shall desire, within a reasonable time after the occurrence of any such accident or casualty (even though the Leased Premises may not have been affected by the same) to demolish, and not rebuild or reconstruct the Complex, then, upon written notice from Landlord to Tenant, this Lease shall terminate on a date to be specified in such notice, and all rent payable hereunder shall be adjusted as of the time of any such accident or casualty.

26. THIS SECTION INTENTIONALLY OMITTED

27. INSPECTION BY LANDLORD

Tenant will permit, and hereby authorizes Landlord, its agents, employees and contractors to enter the Leased Premises and all parts thereof during business hours and upon reasonable notice (or at any time in case of any emergency) to inspect the same and to enforce or carry out any provision of the Lease.

28. NO ASSIGNMENTS OR SUBLETTING

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

29. NOTICE OF DEFAULT TO LANDLORD AND MORTGAGEE AND RIGHT TO CURE

If Landlord shall fail to perform any covenant, term or condition of this Lease required to be performed by Landlord, Tenant shall give, by registered or certified mail, a notice of default to Landlord, which shall specifically set forth the nature of the non-performance by Landlord and shall give Landlord thirty (30) days within which to cure such default or non-performance. Said notice of default shall be a condition precedent to the institution by Tenant of any judicial proceedings for nonperformance or default against Landlord. Tenant agrees to give any mortgagee and/or trust deed holder, by registered or certified mail, a copy of any notice of default served upon Landlord, provided that prior to such notice, Tenant has been notified, in writing, of the address of such mortgagees and/or trust deed holder (by way of Notice of Assignment of Rents and Leases or otherwise). Tenant further agrees that if Landlord shall fail to cure such default within the time provided for in this Lease Agreement, then the mortgagees and/or trust deed holder shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, any

mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

30. LIMITATION ON TENANT REMEDIES

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only (1) out of the proceeds of sale received upon the execution of such judgment and levy thereon against the rights, title and interest of Landlord in the property of which the Leased Premises are a part; (2) out of the rents or other incomes of the property receivable by Landlord of which the Leased Premises are part; and/or (3) out of the consideration received or receivable by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the property of which the Leased Premises are a part. In the event Landlord shall sell, transfer, assign or in any manner dispose of its interest in the Leased Premises which are the subject matter of this Lease, Landlord's right, obligations and covenants contained in this Lease, as to this Landlord, shall thereupon cease and be no longer binding or effective from the date the new owners take ownership of the Leased Premises. Further, in the event the owner of Landlord's interest in the Lease is at any time a partnership, joint venture or unincorporated association, Tenant agrees that the members or partners of such partnership, joint venture or unincorporated association shall not be personally or individually liable or responsible for the performance of any of Landlord's obligations hereunder.

31. THIS SECTION INTENTIONALLY OMITTED

32. PERFORMANCE BY TENANT

Tenant covenants and agrees that it will perform all agreements and covenants herein expressed on its part to be performed, and that it will promptly upon receipt of written notice specifying action desired by Landlord in connection with any such covenant, commence to comply with such notice; and further, that if Tenant shall not commence and proceed diligently to comply with such notice to the reasonable satisfaction of Landlord within ten (10) days after the receipt of such notice f, then Landlord may, at its option, enter upon the Leased Premises and do the things specified in said notice, and Landlord shall not be liable to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand the reasonable expense incurred by Landlord in taking such action.

33. CONDEMNATION

(a) If, during the Term of this Lease, all or a substantial part of the Leased Premises shall be taken by or under power of eminent domain, this Lease shall terminate as of, and the rent (Fixed Minimum Rent and Additional Rent) shall be apportioned to and abate from and after, the date of taking. Tenant shall have no right to participate in any award or damages for such taking and hereby assigns all of its right, title and interest therein to Landlord. For the purposes of this paragraph, "a substantial part of the Leased Premises" shall mean such part that the remainder thereof is rendered inadequate for Tenant's business and that such remainder cannot practicably be repaired and improved so as to be rendered adequate to permit Tenant to carry on its business with substantially the same efficiency as before the taking.

(b) If, during the Term, less than a substantial part of the Leased Premises (as hereinabove defined) is taken by or under power of eminent domain, this Lease shall remain in full force and effect according to its terms; and Tenant shall not have the right to participate in any award or damages for such taking and Tenant hereby assigns all of its right, title and interest in and to the award to

Landlord. In such event Landlord shall, at its expense, promptly make such repairs and improvements as shall be necessary to make the remainder of the Leased Premises adequate to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the taking; provided that in no event shall Landlord be required to expend an amount in excess of the award received by Landlord for such taking, plus any insurance received by Landlord. If, as a result of such taking, any part of the Leased Premises is rendered permanently unusable, the Fixed Minimum Rent reserved hereunder shall be reduced in such amount as may be fair and reasonable, which amount shall not exceed the proportion which the area so taken or made unusable bears to the total area which was usable by Tenant prior to the taking. If the taking does not render any part of the Leased Premises unusable, there shall be no abatement of rent.

(c) For purposes of this section, "taking" shall include a negotiated sale or lease and transfer of possession to a condemning authority under bona fide threat of condemnation for public use, and Landlord alone shall have the right to negotiate with the condemning authority and conduct and settle all litigation connected with the condemnation. As hereinabove used, the words "award or damages" shall, in the event of such sale or settlement, include the purchase or settlement price.

(d) Nothing herein shall be deemed to prevent Tenant from claiming and receiving from the condemning authority, if legally payable, compensation for the taking of Tenant's own tangible property and such amount as may be payable by statute or ordinance toward Tenant's damages for Tenant's loss of business, removal and relocation expenses.

34. DEFAULT

(a) Any of the following events shall constitute a default by Tenant:

(1) If Tenant is at any time in default of its obligation to pay any rent (Fixed Minimum Rent or Additional Rent when payable hereunder and such failure continues seven (7) business days after receipt of written notice to Tenant;

(2) If Tenant is in default in the prompt and full performance of any of its obligations under this Lease and such default continues more than ten (10) business days after written notice specifying the nature of such default; provided, however, that if the County begins to cure such failure during such ten (10) business day period but such obligation is of a nature that it cannot with reasonable diligence be cured within such period, and provided the County notifies Landlord of such fact within such ten (10) business day period and diligently continues to take all reasonable acts to expeditiously cure such failure, then such period shall be extended for a period of thirty (30) days to effect such cure in such manner.

(3) If the Leased Premises are vacant, unoccupied or deserted for a period of twenty (20) consecutive days or more at any time after opening for business during the Term;

(4) If this Lease is terminated as a result of Non-Appropriation as set forth in this Lease, it shall not be deemed an event of Default under this Lease; or

(5) If Tenant or any Guarantor of this Lease is adjudicated a bankrupt or insolvent by any court of competent jurisdiction, or if any such court enters an order, judgment or decree finally approving any petition against Tenant or Guarantor seeking reorganization, liquidation, dissolution or similar relief or if a receiver, trustee, liquidator or conservator is appointed for all or substantially all of Tenant's or Guarantor's assets and such appointment is not vacated within fifteen (15) days after the appointment, or if Tenant or Guarantor seeks or consents to any of the relief hereinabove enumerated in this subparagraph (5) or files a voluntary petition in bankruptcy or insolvency or makes an assignment of all or substantially all of its assets for the benefit of creditors or admits in writing of its inability to pay its debts generally as they come due or files Articles of Dissolution, or similar writing indicating its intention to wind up or liquidate its business, with the appropriate authority of the place of its incorporation; or

(b) In the event of default as defined in paragraph (a) hereof, Landlord, in addition to any and all legal and equitable remedies it may have, shall have the following remedies:

(1) To distrain for any rent or Additional Rent in default; and
(2) At any time after default, with notice, to declare this Lease terminated and enter the

Leased Premises through legal process; and in such event Landlord shall have the benefit of all provisions of law now or hereafter in force respecting the speedy recovery of possession from Tenant's holding over or proceedings in forcible entry and detainer.

(c) Subject to the statutory limitations of the indemnifications set forth in this Lease, Tenant further agrees that, notwithstanding such reentry and/or termination, Tenant shall remain liable to Landlord for all damages sustained by Landlord as a result of Tenant's default, including, but not limited to, the reasonable cost of reletting the Leased Premises, any broker's commissions payable as a result thereof, any administrative overhead attendant with the marketing or reletting of the Leased Premises, and other similar costs, all of Landlord's costs and expenses (including actual attorneys' fees) in connection with such default and recovery of possession, and Tenant shall further be liable for damages to be calculated at the option of Landlord in either the following manners:

(1) liquidated damages, in an amount which, at the time of such termination is equal to the installments of Fixed Minimum Rent and the aggregate of all sums payable hereunder as Additional Rent (the "Additional Rent") (for such purpose considering the annual amount of such Additional Rent to be equal to the amount thereof paid in the rental year or annualized portion thereof immediately preceding such default) reserved hereunder, for the period which would otherwise have constituted the unexpired portion of the then current Term of this Lease, discounting both such amounts to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in Baltimore; or

(2) damages (payable in monthly installments, in advance, on the first day of each calendar month following such termination and continuing until the date originally fixed herein for the expiration of the then current Term of this Lease) in an amount or amounts equal to the sum of (a) an amount equal to the amount of the installments of Fixed Minimum Rent which would have been payable by Tenant hereunder in respect of such calendar month had this Lease and the Term not been so terminated and (b) the monthly average of the Additional Rent paid in the rental year or annualized portion thereof immediately preceding such default, over the rents, if any, in fact, collected by Landlord in respect of such calendar month pursuant to either re-renting, or from any existing permitted subleases. Any suit, action or proceeding brought to collect the amount of the deficiency for any calendar month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding; provided, however, that in no event shall Landlord be required to exert any efforts whatsoever to re-rent the Leased Premises at any time or times that Landlord shall be seeking to rent other space in the Complex.

(d) Notwithstanding any language to the contrary in Subsection (c) hereof, Landlord shall be permitted to recover damages in accordance with Subsection (c)(2) for the amount of rent due from Tenant to Landlord from the date of default until the date of the filing of any lawsuit by Landlord for the recovery of rent and Additional Rent, and Landlord shall also be permitted to recover all other sums due thereafter in the same lawsuit pursuant to the terms of Subsection (c)(1) hereof. By way of example, if Tenant shall have abandoned the Leased Premises on January 1, and Landlord files suit for unpaid rent and Additional Rent on June 1 of the same year, then, although the Lease does not terminate until December 31 of the same year, Landlord shall be permitted to recover all rent and Additional Rent due for the period January - June pursuant to Subsection (c)(2) hereof, and, in the same lawsuit, to recover all rent and Additional Rent due for the period July - December pursuant to the terms of Subsection (c)(1) hereof.

(e) With the exception of Non-Appropriation as set forth in Paragraph 64 of this Lase, no act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises or a termination of Tenant's liabilities hereunder, unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Leased Premises by Landlord. Separate actions may be maintained each month by Landlord against Tenant to recover the damages then due, without waiting until the end of the Term of this Lease to determine the aggregate amount of such damages.

(f) Notwithstanding any language to the contrary in this Lease, if Tenant fails to take possession of the Premises after Landlord delivers the Leased Premises to the County, Tenant and Landlord agree that, in addition to any other right available to Landlord pursuant to the terms and conditions of this Lease or Maryland law for the remedy of such breach of Lease, the proper measure of the damages for which Tenant shall be liable to Landlord (i.e., the excess of the rent reserved under the Lease over the reasonable rental value of the Leased Premises at the time of Tenant's default) shall be equivalent to the amount of Fixed Minimum Rent that would have been paid by Tenant to Landlord

from the Lease Commencement Date to the Lease Termination Date, discounting such amount to present worth at a discount rate equal to one (1) percentage point above the discount rate then in effect at the Federal Reserve Bank in Baltimore. The parties hereto agree that said sum shall not preclude Landlord from recovering any special damages which may have resulted from Tenant's breach. Tenant further agrees that Landlord shall in no manner be required to mitigate its damages upon Tenant's default as set forth in this Section 34(f).

35. REMEDIES CUMULATIVE

No mention in this Lease of any specific right or remedy shall preclude Landlord or the County from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled at law or equity; and the failure of Landlord or the County to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord or the County.

36. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment has been consented to by Landlord.

37. NOTICES

All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if (1) delivered in person or by a national overnight air courier providing written evidence of delivery, or (2) sent by United States registered or certified mail, return receipt requested, postage paid, addressed as follows:

(a) If to Landlord:
c/o Finmarc Management, Inc.
7200 Wisconsin Avenue, Suite 1100
Bethesda, MD 20814

With a copy to: Wolpoff Industries
1300 Spring St. Suite 124
Silver Spring, MD 20910

Robert W. Keene Jr., attorney
7248 Greentree Road
Bethesda, MD 20817

(b) If to Tenant:
Department of Liquor Control
201 Edison Park Drive
Gaithersburg, MD 20878

With a copy to Montgomery County Maryland
Department of General Services/Office of Real Estate
101 Monroe Street, 9th floor
Rockville, MD 20850

With a copy not to constitute notice to:
Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd floor
Rockville, MD 20850

Either party may designate a change of address by delivering written notice to the other party. Thereafter, all notices to such parties shall be sent to such substitute address.

38. APPLICABLE LAW

The rights of the parties are governed by the terms of this lease which is to be interpreted in accordance with federal law (where applicable), in accordance with the laws of the state in which the demised premises are located (as regards those provisions of the lease pertaining solely to any interest in real property), and in accordance with the laws of the State of Maryland, with respect to all other provisions. Any dispute between the Parties must be brought in a Court of proper jurisdiction in Montgomery County, Maryland.

39. CAPTIONS AND HEADINGS

The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease and do not in any way affect this Lease.

40. LEASE RECORDING

It is understood and agreed that Landlord shall not record the Lease among the Land Records of Montgomery County, Maryland for any purpose. It is understood and agreed that the County may record the Lease among the Land Records of Montgomery County, Maryland, provided the County pays all costs associated with recording the Lease.

41. SUBORDINATION

a.Tenant accepts this Lease, and the tenancy created hereunder, subject and subordinate to any overlease or master lease and the first leasehold mortgage constituting a lien upon or affecting the Complex or the Complex Area, or any part thereof. Tenant shall, at any time hereafter, within thirty (30) days after the receipt of the written request by Landlord, execute an instrument substantially in the form attached hereto as Exhibit I that may be required by any mortgage or mortgagee or over landlord for the purpose of subjecting or subordinating this Lease and the tenancy created hereunder, to the lien of any such mortgage or mortgagees or underlying lease or master lease.

42. ESTOPPEL CERTIFICATES

At any time and from time to time, within thirty (30) days after Landlord's receipt of the written request , Tenant will execute, acknowledge and deliver to Landlord or to such mortgagee or other party as may be designated by Landlord, a Estoppel Certificate substantially in the form attached hereto as Exhibit H.

43. ATTORNMENT

In the event of any foreclosure sale or sales pursuant to the terms of any mortgages or deeds of trust or other security instruments now or hereafter constituting a lien upon or affecting the Complex or Complex Area or any part thereof, by virtue of judicial proceedings or otherwise, this Lease shall, at the option of the mortgagee or beneficiary under the deed of trust or other security instrument (including any master lease), continue in full force and effect and Tenant thereunder will, upon request, attorn to and acknowledge the foreclosure purchaser or purchasers at such sale, as Landlords hereunder.

44. QUIET ENJOYMENT

If and so long as Tenant pays rent and Additional Rent reserved by this Lease, and performs and

observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises, subject, however, to the terms and provisions hereof.

45. TERMINATION

This Lease and the tenancy hereby created shall cease and terminate at the end of the Term, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given. For the period of three (3) months prior to the expiration of the Term or any extension or renewal thereof, Landlord shall have the right to display on the exterior of the Leased Premises (but not in any window or doorway thereof) the customary sign "For Lease", and during such period Landlord may show the Leased Premises, with prior notice to the Tenant, if reasonable time allows, and all parts thereof to the prospective tenants between the hours of 10:00 a.m. and 6:00 p.m. on any day except Sunday and any legal holiday on which Tenant shall not be open for business.

Tenant agrees to surrender the Leased Premises to Landlord at the end of the Term in the same condition as received by Tenant from Landlord, and in accordance with the following:

(1) no damage to the Leased Premises exists beyond normal wear and tear;
(2) entire Leased Premises are clean and in order;
(3) there are no unpaid charges or delinquent rents;
(4) all keys are turned over to Landlord, as well as all combinations to locks, safes and vaults (if any) in the Leased Premises;
(5) all debris, rubbish and discards are placed in proper trash containers;
(6) forwarding address for Tenant is provided to Landlord;
(7) in the event Landlord allows Tenant to remove the store identification sign from the building fascia, sign fascia has been restored to the condition as it existed prior to Tenant's installation of the sign;
(8) in accordance with Section 56 hereof, Tenant shall remove all of its trade fixtures;
(9) if so required pursuant to Section 21 hereof, Tenant shall remove any alterations or improvements (also repairing any damage to the Leased Premises caused thereby), and return the Leased Premises to the condition as of the date of delivery by Landlord and in accordance with any and all applicable county, state and municipal codes in effect at that time, before surrendering the Leased Premises as aforesaid; and
(10) all (if any) hazardous or regulated substances as described in Section 57 hereof shall be removed by Tenant.

Tenant's obligation to observe or perform the covenants described in this Section 45 shall survive the expiration or other termination of the Term.

46. HOLDING OVER

a.It is agreed that the Term of this Lease expires in accordance with the terms and conditions of this Lease, without the necessity of any notice by or to any of the parties hereto. If Tenant shall occupy said Leased Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, said Tenant shall hold premises as a Tenant from month to month, subject to all the other terms and conditions of this Lease, at one and one-quarter the current monthly rental installments last reserved in this Lease; provided that Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by tenants that may be now in force or may hereafter be enacted. Notwithstanding the foregoing, the words "one and one-half" 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 or Landlord and Tenant consummate a new Lease transaction (i.e., a Lease renewal).

47. NO OPTION

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

48. WAIVER

(a) The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

(b).

Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding between them at law or in equity.

49. ENTIRE AGREEMENT

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a writing signed by all of the parties hereto or their duly authorized agents.

50. THIS SECTION IS INTENTIONALLY OMITTED

51. THIS SECTION IS INTENTIONALLY OMITTED

52. SEVERABILITY

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

53. FORCE MAJEURE

The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the

reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant's obligations to pay Fixed Minimum Rent and Additional Rent or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy or avoid such event.

54. THIS SECTION IS INTENTIONALLY OMITTED

55. TRADE FIXTURES

(a) Trade fixtures originally installed at Tenant's expense shall remain the property of Tenant and shall be removed at the end of the Lease provided:

(1) Tenant shall not at that time be in default;

(2) Tenant has paid in full all rents and other sums payable by Tenant and has satisfied in full all other obligations of Tenant under all terms, covenants and conditions of this Lease; and

(3) Tenant shall repair any damage to the Leased Premises caused by the removal of trade fixtures.

(b) If Tenant fails to remove any such trade fixtures at the end of this Lease, at Landlord's option, the trade fixtures shall be deemed abandoned and shall become the property of Landlord. Lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures, wall covering, floor covering and ceiling finishes shall not be deemed to be trade fixtures whether installed by Tenant or by anyone else and shall not be removed from the Leased Premises but shall, upon installation, become the property of Landlord without compensation to Tenant.

56. ENVIRONMENTAL PROVISIONS

Tenant shall not cause or permit the release of any hazardous substance/material or oil into the septic, sewage or other waste disposal system serving the demised premises and/or the Complex, nor cause or permit the use, generation, release, disposal or storage of any hazardous substance/material or oil (except only the use and storage of fuel oil used for heating the demised premises (if required), provided the same is used and stored in compliance with any and all federal, state, and local laws, ordinances and regulations governing the same), nor commit or suffer to be committed in or on the Leased Premises any act which would require the filing of notice pursuant to applicable law. In addition, Tenant shall not cause or permit the transportation of any hazardous substance/material or oil to or from the Leased Premises without the prior written consent of Landlord, and then only in compliance with any and all federal, state and local laws, ordinances and regulations governing such transportation. The phrase "hazardous substance/ material or oil" as used in this Section shall have the same meaning as defined and used in 42 USC §9601, et seq., as the same may be amended from time to time, or as defined in any other federal, state or local laws, ordinances and regulations applicable to the Leased Premises and/or the Complex. Tenant shall forthwith give Landlord notice of the accidental or other introduction of any such hazardous substance/material or oil, or the release or threat of release from the demised premises of any such hazardous substance/material or oil.

Tenant represents and warrants that, as of the date of this Lease, it currently uses, employs, stores, or intends to use, employ or store on the Leased Premises those substances listed in Exhibit "F" to this Lease (hereinafter collectively called "Tenant Substances"). Without representing that the Tenant Substances are or are not Hazardous Substances, as that term is used herein, Tenant warrants and represents that it shall use, employ, store, or otherwise handle or deal with said Tenant Substances in accordance with all applicable Environmental Requirements.

57. PAYMENTS

(a) Tenant shall pay as Additional Rent any money required to be paid pursuant to sections 4, 6, 7, 8, 9, 12, 13, 14, 15, 17, 18, 19, 23, 54, 55, 56, 57 and all other sums of money or charges required to

be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent". If such amount 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 Fixed Minimum 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 Landlord.

(b) Fixed Minimum Rent, Additional Rent and any other payments described herein, reports and statements required of Tenant shall be paid and delivered to Landlord at the management office of Landlord or at such other place as Landlord may from time or time designate in a written notice to Tenant. Any payment by Tenant or acceptance by Landlord of Fixed Minimum Rent, Additional Rent or any other sum described herein, in a lesser amount than due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Landlord, acting in its sole discretion, shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord regardless of the instructions of Tenant as to application of any sum. The acceptance by Landlord of a check or checks drawn by others than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant.

58. THIS SECTION IS INTENTIONALLY OMITTED

59. BROKERS

Tenant represents that Tenant has dealt directly with and only with Landlord's Broker, KIMMEL COMPANY, and JONES LASALLE BROKERAGE INC., on behalf of Tenant, whom Landlord will compensate through a separate agreement, in connection with this Lease and that no other broker negotiated or procured this Lease or is entitled to any commission in connection herewith and the Parties t shall indemnify and hold each other harmless if a claim for commission arises by a third party not identified in this Lease.

60. TIME IS OF THE ESSENCE

Time is of the essence with respect to this Lease.

61. NO JOINT VENTURE

Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between the parties.

62. PROHIBITED USES

Attached to this Lease and made a part hereof is Exhibit "G" Prohibited Uses. Tenant shall not under any circumstance, engage in any of those uses described in said Exhibit "G". However, the provisions of this Section 62 are only intended to outline some specific uses prohibited in the Leased Premises. It shall in no way broaden or modify the use provisions of Section 10 hereof and Tenant shall restrict all operations conducted within the Leased Premises to those described in Section 10 of the Lease.

63. **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, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

64. **NON-APPROPRIATION**: Landlord acknowledges that the County has appropriated funds only for payment of rent for the first year of the term of this Lease. Landlord further acknowledges and agrees that the County's obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the County. The term County, as used herein, includes the County Executive, the County Council, and all County employees and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the County's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim for unpaid rent or other damages, of any kind or nature whatsoever, against the County if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County to appropriate funds.

If the County, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

The County's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The County shall give the Landlord notice, in writing, seven (7) business days after the County makes a final decision not to appropriate funds sufficient for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay rent and will state the date by which the County will vacate the Leased Premises. If Montgomery County does not appropriate funds for this Lease, Tenant shall give Landlord no less than thirty (30) days written notice of the non-appropriation and this Lease shall terminate on July 1 of the calendar year in which Montgomery County does not appropriate funds. In the event this Lease is so terminated, County shall repay to Landlord the unamortized portion of Landlord's Leasehold Improvement costs and the unamortized Brokerage commissions paid pursuant to the separate agreement between Landlord and the County's respective brokers to this Lease as set forth in section 59.

65. **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.

Signatures on the following page

C-2 - Left Blank Intentionally

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

WITNESS/ATTEST:

LOUIS PETTER

LANDLORD: FLOWER ASSOCIATES

By: Charlotte R. Wolpoff, Trustee
Agent for Flower Associates

By: Charlotte R. Wolpoff **(SEAL)**

TENANT: MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

APPROVED AS TO FORM AND LEGALITY

OFFICE OF THE
COUNTY ATTORNEY

By: [illegible]
Associate County Attorney

Date: 1/24/14

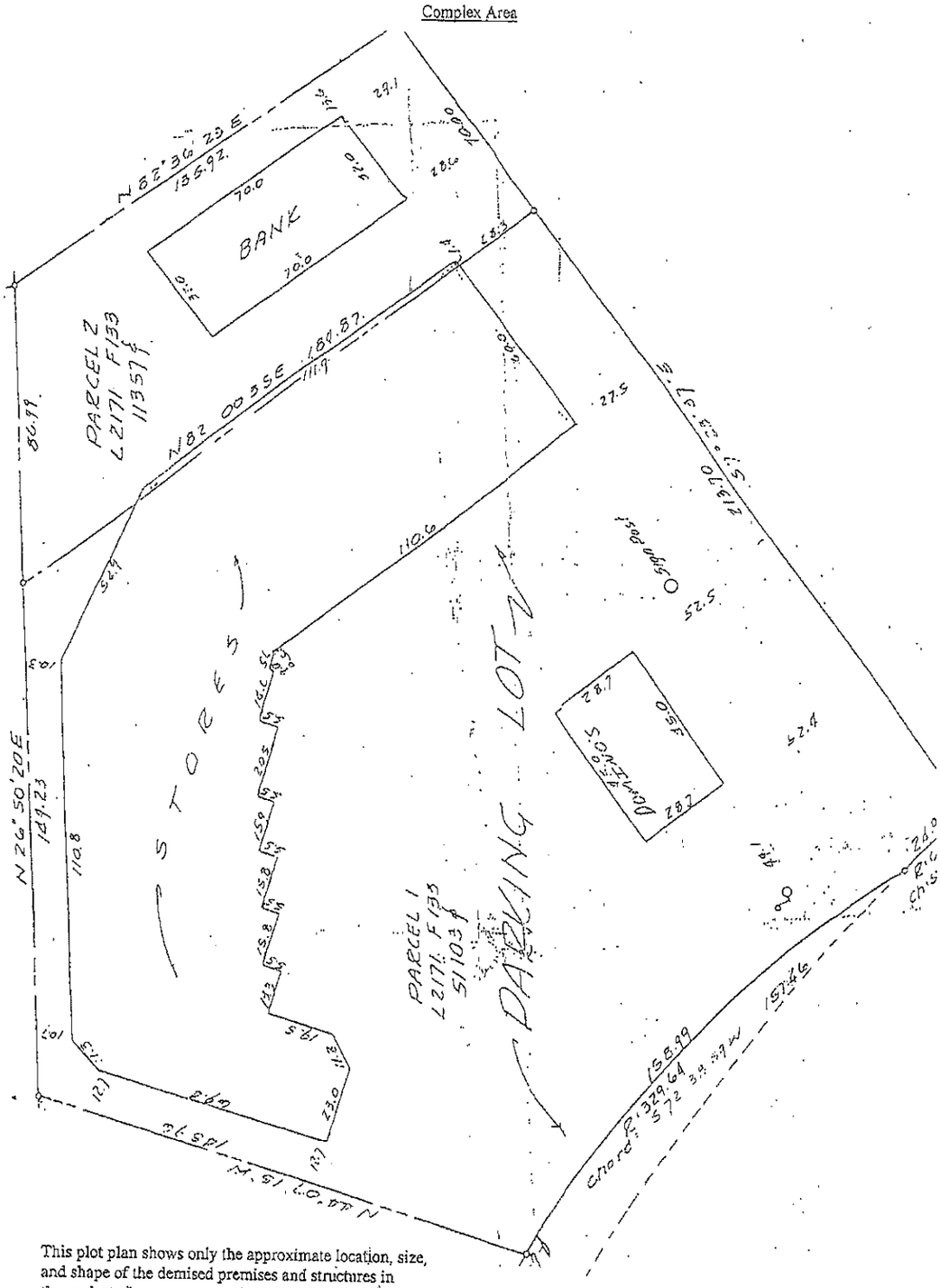
RECOMMENDED

By: [illegible]
Cynthia Brenneman, Director
Office of Real Estate

Date: 1/21/14

EXHIBIT "A"

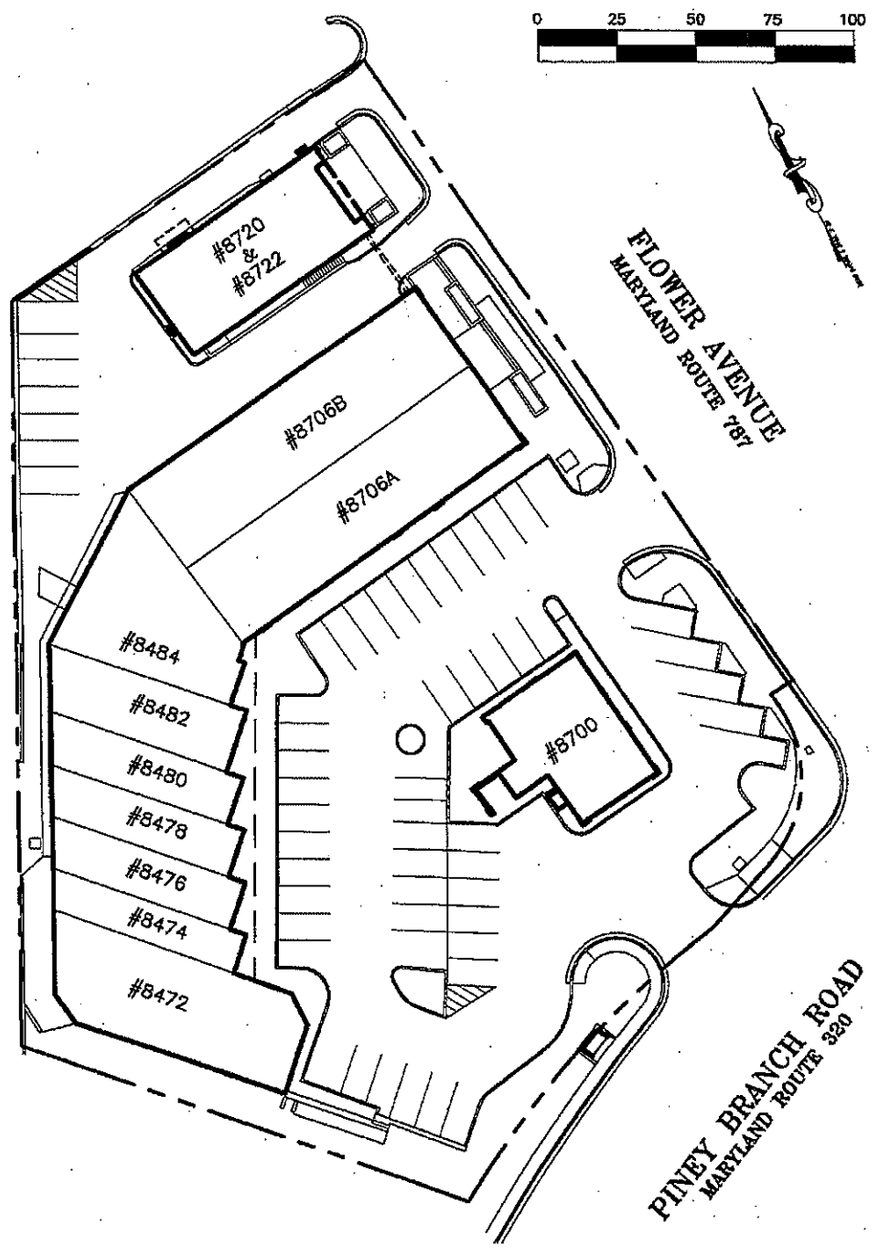
Complex Area



This plot plan shows only the approximate location, size, and shape of the demised premises and structures in the project. Lessor reserves the right to change the names, identity and location of other tenants. Lessor also reserves the right to change, add to, or subtract from the number of stores, parking arrangement, entrances, service areas, common areas, etc. All adjacent streets, roads, highways and entrances to project are subject to proper governmental approval.

EXHIBIT "B"
LEASED PREMISES

"THE FLOWER CENTER"



RUDDER MANAGEMENT, INC.

EXHIBIT "C"

LANDLORD'S IMPROVEMENTS

Landlord will deliver the Leased Premises with the following work completed.

1. Restroom: One ADA with Sink, toilet, drywall (two sides) taped and spackled, painted. Doors with hardware. Exhaust fan.

2. Ceiling: 2" x 4" uniform acoustical ceiling throughout premises.

3. Drywall: Front and side walls, taped and spackled, ready for Tenant paint.

4. Floor: Clean and level, ready for tenant finish.

5. Parking area: Parking area between the northern wall of Tenant's Leased Premises and Bank of America to be striped to indicate no parking in the common alley at all times.

EXHIBIT "D"
MERCHANDISE / SERVICE LIST

Not Applicable

EXHIBIT "E"
FLOWER CENTER -- LANDLORD'S SIGN POLICY

Provided County complies with the Sign Policy applicable to the Complex Area, Landlord agrees that any of the County's signage shall contain the County's trade name and the County "Seal."

1. The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (which such designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs must be submitted to Landlord for approval.

2. The letters on all signs shall match the existing signage of the other in-line tenants of the Flower Center.

3. The character, design, color and layout of all signs shall be subject to Landlord's prior approval which shall not be unreasonably withheld.

4. Excepting the signs specified and approved, no occupant shall install more than one (1) sign.

5. The sign and any part or parts thereof, shall be located within the physical limits of the store front of the Leased Premises and must remain at least 18" away from each lease line.

6. No sign or any part thereof shall be located on the roof of the Leased Premises.

7. No sign or any part thereof shall project out more than 6" beyond the sign fascia provided by Landlord.

8. Signs previously used by Tenants or sign contractors must conform to the conditions and limitations of this document.

9. Signs, symbols and/or trademarks must have preliminary approval by Landlord, before shop drawings are made. Tenant shall submit shop drawings to Landlord for approval showing sizes of all letters and spacing, type of material, color and dimensions in relation to leasable area.

10. No sign will be placed in final position without approval of Landlord.

11. All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and bear a U.L. label.

12. No exposed neon or fluorescent tubing, incandescent lamps, ballast boxes, electrical transformers, crossover, conduit or sign cabinets shall be permitted.

13. No flashing, moving, flickering or blinking illumination shall be permitted.

14. No animation, moving lights or floodlight illumination shall be permitted.

15. The name and/or stamp of the sign contractor or sign company or both shall not be exposed to view.

The following type signs are prohibited:

16. Paper signs or stickers utilized as signs inside or outside glass store front.

17. Signs or temporary character or purpose, irrespective of the composition of the sign or material used therefor.

18. Painted or printed signs, except one (1) non-illuminated, small scale "signature sign" or store hours sign, which is lettered on the glass portion of a store front of an occupant and provided such sign does not exceed 3" in height.

19. Outrigger signs, except one (1) illuminated identification sign located on the underside of the canopy in front of the entrance of the Leased Premises.

20. Moving signs, roof-top signs, parapet signs, or pylon signs.

EXHIBIT "F"

TENANT SUBSTANCES

(Tenant must provide.)

EXHIBIT "G"
PROHIBITED USES
Flower Center

- No savings and loan institution or bank
- No industrial or warehouse purpose.
- No food business selling primarily (comprising at least 40% of average gross annual sales) chicken.
- No business which sells primarily mail box rental, parcel shipping, facsimile service, copying service, shipping supplies, overnight express service, or Western Union services.
- No sale of drug paraphernalia.
- No facility the primary business of which is check cashing.
- No car wash.
- No church or similar place of worship.
- No video or amusement arcade.
- No adult or sexually explicit bookstores.
- No sale of automobiles.
- No bars (except as part of a permitted restaurant).

RULES AND REGULATIONS
Flower Center

The following Rules and Regulations have been adopted by the Landlord and are currently in effect for all Tenants:

1. All Tenant's and Tenant's employees' motor vehicles shall be parked only in the designated employee parking areas, if applicable. Landlord may tow or have towed any improperly parked motor vehicles to an impound lot, in which event the vehicle owner or driver will be responsible for all costs and charges.

2. Tenant agrees to promptly replace at its own expense with glass of a like kind and quality, any plate glass door or window glass which may become cracked or broken.

3. Tenant agrees to not use or permit the use of any apparatus of sound reproduction or transmission, or any musical instrument, such that the sound shall be audible beyond the Leased Premises.

4. Tenant agrees to keep all mechanical apparatus free of vibrations and noise which may be transmitted beyond the confines of the Leased Premises.

5. Tenant agrees to conduct its business in the Leased Premises in all respects in a dignified manner in accordance with highest standards of operation.

6. Tenant agrees that the Leased Premises shall be maintained at a temperature not lower than 60°F.

7. Tenant agrees to maintain a maintenance contract with a recognized air conditioning and heating service company for a minimum of two (2) inspections per year which would include lubrications, changing of filters, adjustment of belts, etc., and to, upon request, provide Landlord with a copy of the contract.

8. Tenant agrees to not use the plumbing facilities for any other purpose than for which they are constructed and not permit any foreign substance of any kind to be thrown therein. The expense of repairing any breakage, stoppage, seepage or damage, whether occurring in or outside the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be paid by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own expense, and Tenant shall ensure that all waste protein-oil and remnants thereof shall be cleaned-up and properly disposed of at all times during the Lease Term at the sole expense and responsibility of Tenant.

9. Tenant shall not display any displays, signs or other items within the Complex Area without prior written permission from the Landlord, other than merchandise immediately along the Leased Premises front during official sidewalk sales as designated by Landlord.

10. Tenant shall not solicit business within the Complex Areas, including distribution of merchandise or goods, or of any handbills or other advertising materials on automobiles parked on the parking lot, without the prior written consent of the Landlord.

11. Tenant shall not erect any aerial or other device on the roof or exterior walls of any building without the prior consent of Landlord.

12. Tenant shall be responsible for any repairs to loading platforms, due to damage caused by Tenant's loading operations.

13. Any merchandise or other articles shall not be placed or maintained in any vestibule or entry of the Leased Premises on the adjacent walkways, or elsewhere on the exterior. All entrances to all stores, including any rear loading areas, shall be kept clear of any trash, boxes, debris, merchandise or other items. In the event a Tenant fails to keep such areas clear, the Landlord shall have the right to remove any such trash, boxes, debris, merchandise or other items, and the Tenant shall pay Landlord a $50.00 per hour charge for their removal.

14. Tenant shall maintain the Leased Premises, at its expense, in a clean, orderly and sanitary condition free of insects, rodents, vermin and other pests and shall not permit undue accumulation of garbage, trash, rubbish and other refuse, and shall have the Leased Premises treated by a recognized pest exterminator for such infestations and at such intervals as Landlord requires.

15. Tenants are responsible for maintaining in good order, condition and repair, including periodic painting and making proper adjustments when necessary, the inside and outside of all exterior entrances and store fronts, including all glass and moldings. The repainting of any exterior entrances, rear doors, or store fronts shall be with paint of the original paint's color and kind.

EXHIBIT H

Form of Estoppel

TENANT ESTOPPEL CERTIFICATE

_____
_____
_____
_____

Re: Agreement of Lease dated _____ and as amended on _____ ("Lease"), executed by and between _Flower Associates("Landlord"), and Montgomery County Maryland, through the Department of Liquor Control ("Tenant") for leasing a certain premises containing approximately _three thousand three hundred_____ (_3300____) square feet located within the Flower_____ Shopping Center, with an address at 8706-B Flower Avenue, Silver Spring, MD 20901_____ ("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 one hundred eighty days following the lease execution as defined in the Lease. The current term of the Lease will expire on the last day of the tenth "Lease Year" (as defined in the Lease). The Lease provides for two (2) extensions of the Lease for five (5) years each.

(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 _$92,400.00 per annum_____. 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
9th 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: _____, Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____
_____

RECOMMENDED:

By: _____
Director
Office of Real Estate

EXHIBIT I

Form of Subordination, Non-disturbance and Attornment Agreement

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 2013 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 _____ (_____) 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
210 Edison Drive
Gaithersburg, Maryland, 20850

With a copy to: Montgomery County Government
Department of General Services
101 Monroe Street, 9th 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:_____
Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____

_____

RECOMMENDED:

By:

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 , 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:

_____

TERM EXTENSION RIDER

THIS RIDER is attached to and made part of a certain Lease of even date between the undersigned Landlord and Tenant in respect of Leased Premises known as 8706 B Flower Avenue, Silver Spring MD 20901.

1. Options

Providing that Tenant is not in default under any of the terms, covenants, and conditions of its Lease Agreement at the time of Tenant's giving notice of its intention to extend or at any time from that date to the commencement date of any Extended Term hereunder, Landlord hereby grants Tenant the option rights to extend the Term of this Lease for two (2) additional periods of five (5) years.

Each period added to the Term of this Lease by exercise of an option shall be called an Extended Term. An option to create an Extended Term may be exercised only by written notice from Tenant to Landlord not more than 365 days or less than 180 days before the start of the Extended Term.

2. Limitations on Exercise of Options

(a) If any option to extend the Term of this Lease is not timely exercised, all unexercised options to extend shall at Landlord's option become null and void.

(b) Each right to extend the Term of this Lease may be exercised only by the undersigned Tenant for its continued use and occupancy of the Leased Premises and only if it is in possession of the Leased Premises and operating a permitted use therein when it exercised the right

(c) If Tenant shall default under the Lease, and such default shall extend beyond any applicable cure period set forth in the Lease, all unexercised rights to extend the Term of the Lease shall automatically be extinguished and become null and void.

3. Lease Provisions

All terms, covenants, and conditions set forth in the Lease of even date herewith with respect to the original Term shall apply to any Extended Term provided with the exception of Fixed Minimum Rent. During the first year of each Extended Term herein provided the Fixed Minimum Rent shall increase by ten percent (10%) over the last year of the expiring Lease Term.

4. Right of First Offer: (a) In the event that adjacent space located in the Complex becomes available for lease during the Term of this Lease, consistent with the rights of other tenants, then Tenant shall have the Right of First Offer to lease said space and Landlord shall so notify Tenant.

(b) Tenant may exercise the Right of First Offer set forth in subparagraph (a) above as follows:

(i) Landlord shall give Tenant written notice specifying the space which has or will become available and the date of availability.

(ii) Tenant shall have twenty (20) days after receipt of Landlord's notice to notify Landlord in writing whether Tenant desires to exercise its right of First Offer to expand into the offered space which must be taken in its entirety for a term of not less than twenty four (24) months or the remaining Term of the Lease, whichever is greater.

(iii) If Tenant declines to exercise its Right of First Offer, or fails to reply to Landlord's notice within the time provided, then in any of said events the right described hereinabove shall become null and void with respect to such space and Landlord shall have the right to lease said space to another tenant.

(iv) If Tenant elects to exercise its Right of First Offer, Landlord and Tenant shall promptly enter into a modification of this Lease which will bring such space under the terms and conditions of this Lease, except that the rental rate for the additional space shall be the then current Market Rate, which would be offered to a like sized, third party tenant for a similar

term. If Landlord and Tenant are unable to agree after negotiating in good faith as to the appropriate Market Rate, Landlord shall have the right to lease said space to another tenant.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Rider as a sealed instrument this ___ day of _____, 2013.

WITNESS:

LANDLORD: FLOWER ASSOCIATES

By: Charlotte R. Wolpoff, Trustee
Agent for Flower Associates

_____

By:_____**(SEAL)**
Charlotte R. Wolpoff, Trustee

TENANT: MONTGOMERY COUNTY, MARYLAND

_____

By:_____ (SEAL)
its

By:_____
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

APPROVED AS TO FORM AND LEGALITY

OFFICE OF THE
COUNTY ATTORNEY

By:_____
Associate County Attorney

Date:_____

RECOMMENDED

By:_____
Cynthia Brenneman, Director
Office of Real Estate

Date:_____

religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

64. NON-APPROPRIATION: Landlord acknowledges that the County has appropriated funds only for payment of rent for the first year of the term of this Lease. Landlord further acknowledges and agrees that the County's obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the County. The term County, as used herein, includes the County Executive, the County Council, and all County employees and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the County's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim for unpaid rent or other damages, of any kind or nature whatsoever, against the County if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County to appropriate funds.

If the County, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

The County's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The County shall give the Landlord notice, in writing, seven (7) business days after the County makes a final decision not to appropriate funds sufficient for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay rent and will state the date by which the County will vacate the Leased Premises. If Montgomery County does not appropriate funds for this Lease, Tenant shall give Landlord no less than thirty (30) days written notice of the non-appropriation and this Lease shall terminate on July 1 of the calendar year in which Montgomery County does not appropriate funds. In the event this Lease is so terminated, County shall repay to Landlord the unamortized portion of Landlord's Leasehold Improvement costs and the unamortized Brokerage commissions paid pursuant to the separate agreement between Landlord and the County's respective brokers to this Lease as set forth in section 59.

65. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

WITNESS/ATTEST: **LANDLORD: FLOWER ASSOCIATES**

By: Charlotte R. Wolpoff, Trustee
Agent for Flower Associates

_____ **By:**_____**(SEAL)**

TENANT: MONTGOMERY COUNTY,

MARYLAND

By:_____
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

APPROVED AS TO FORM AND LEGALITY

OFFICE OF THE
COUNTY ATTORNEY

By:_____
Associate County Attorney

Date:_____

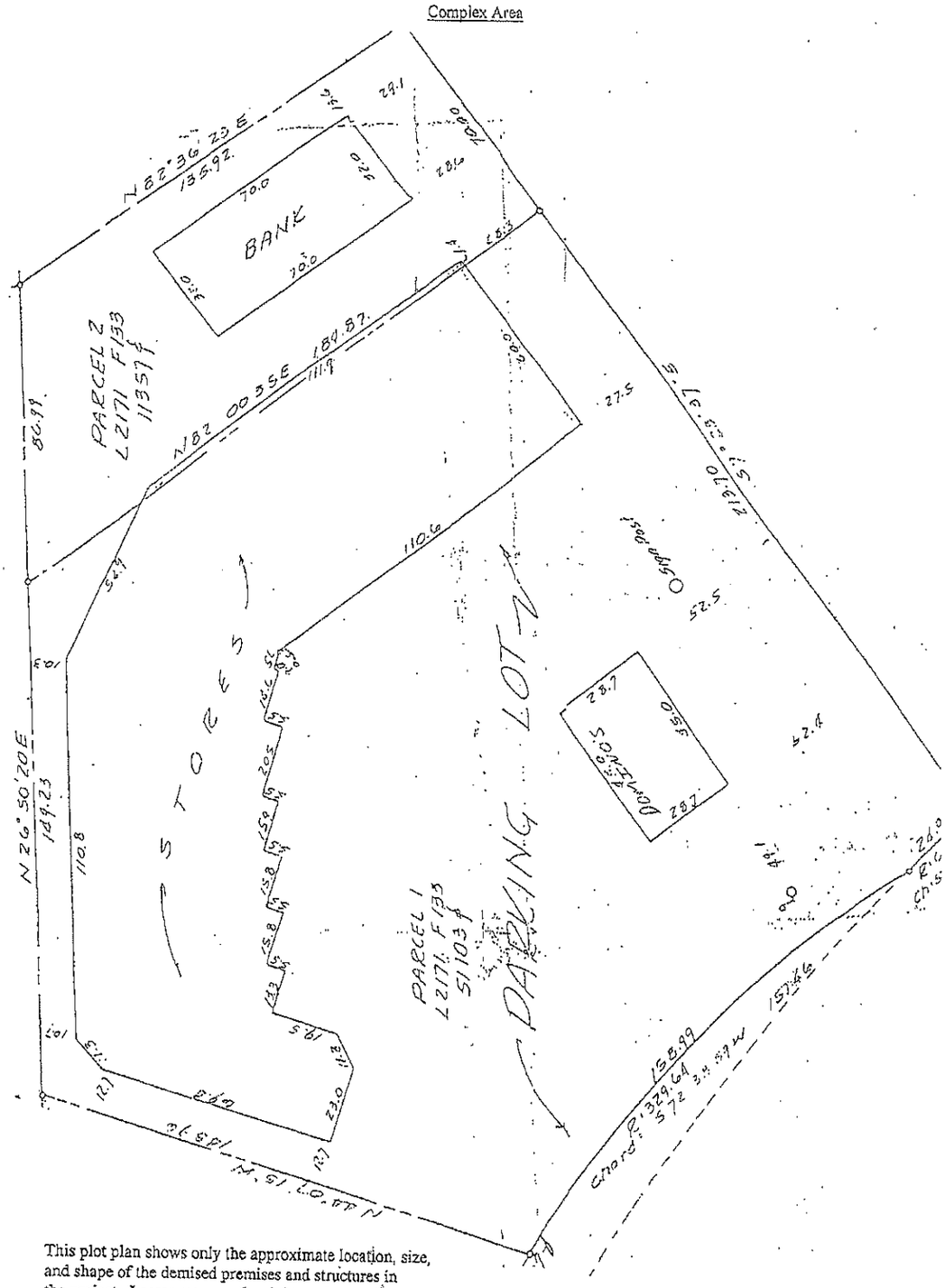
RECOMMENDED

By:_____
Cynthia Brenneman, Director
Office of Real Estate

Date:_____

EXHIBIT "A"

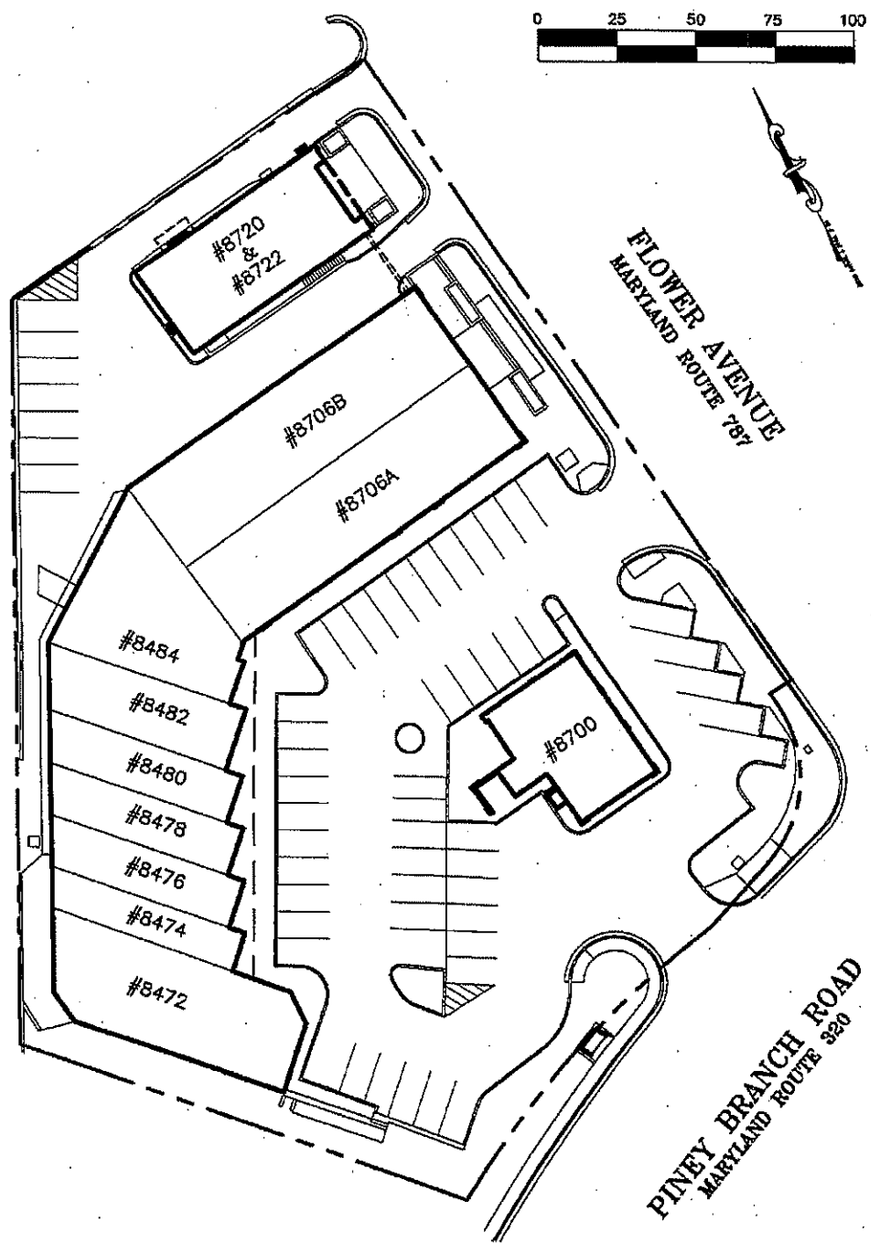
Complex Area



This plot plan shows only the approximate location, size, and shape of the demised premises and structures in the project. Lessor reserves the right to change the names, identity and location of other tenants. Lessor also reserves the right to change, add to, or subtract from the number of stores, parking arrangement, entrances, service areas, common areas, etc. All adjacent streets, roads, highways and entrances to project are subject to proper governmental approval.

EXHIBIT "B"
LEASED PREMISES

"THE FLOWER CENTER"



RUDDER MANAGEMENT, INC.

EXHIBIT "C"

LANDLORD'S IMPROVEMENTS

Landlord will deliver the Leased Premises with the following work completed.

1. Restroom: One ADA with Sink, toilet, drywall (two sides) taped and spackled, painted. Doors with hardware. Exhaust fan.

2. Ceiling: 2" x 4" uniform acoustical ceiling throughout premises.

3. Drywall: Front and side walls, taped and spackled, ready for Tenant paint.

4. Floor: Clean and level, ready for tenant finish.

5. Parking area: Parking area between the northern wall of Tenant's Leased Premises and Bank of America to be striped to indicate no parking in the common alley at all times.

EXHIBIT "D"
MERCHANDISE / SERVICE LIST

Not Applicable

EXHIBIT "E"
FLOWER CENTER -- LANDLORD'S SIGN POLICY

Provided County complies with the Sign Policy applicable to the Complex Area, Landlord agrees that any of the County's signage shall contain the County's trade name and the County "Seal."

1. The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (which such designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs must be submitted to Landlord for approval.

2. The letters on all signs shall match the existing signage of the other in-line tenants of the Flower Center.

3. The character, design, color and layout of all signs shall be subject to Landlord's prior approval which shall not be unreasonably withheld.

4. Excepting the signs specified and approved, no occupant shall install more than one (1) sign.

5. The sign and any part or parts thereof, shall be located within the physical limits of the store front of the Leased Premises and must remain at least 18" away from each lease line.

6. No sign or any part thereof shall be located on the roof of the Leased Premises.

7. No sign or any part thereof shall project out more than 6" beyond the sign fascia provided by Landlord.

8. Signs previously used by Tenants or sign contractors must conform to the conditions and limitations of this document.

9. Signs, symbols and/or trademarks must have preliminary approval by Landlord, before shop drawings are made. Tenant shall submit shop drawings to Landlord for approval showing sizes of all letters and spacing, type of material, color and dimensions in relation to leasable area.

10. No sign will be placed in final position without approval of Landlord.

11. All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and bear a U.L. label.

12. No exposed neon or fluorescent tubing, incandescent lamps, ballast boxes, electrical transformers, crossover, conduit or sign cabinets shall be permitted.

13. No flashing, moving, flickering or blinking illumination shall be permitted.

14. No animation, moving lights or floodlight illumination shall be permitted.

15. The name and/or stamp of the sign contractor or sign company or both shall not be exposed to view.

The following type signs are prohibited:

16. Paper signs or stickers utilized as signs inside or outside glass store front.

17. Signs or temporary character or purpose, irrespective of the composition of the sign or material used therefor.

18. Painted or printed signs, except one (1) non-illuminated, small scale "signature sign" or store hours sign, which is lettered on the glass portion of a store front of an occupant and provided such sign does not exceed 3" in height.

19. Outrigger signs, except one (1) illuminated identification sign located on the underside of the canopy in front of the entrance of the Leased Premises.

20. Moving signs, roof-top signs, parapet signs, or pylon signs.

EXHIBIT "F"

TENANT SUBSTANCES

(Tenant must provide.)

EXHIBIT "G"
PROHIBITED USES
Flower Center

- No savings and loan institution or bank
- No industrial or warehouse purpose.
- No food business selling primarily (comprising at least 40% of average gross annual sales) chicken.
- No business which sells primarily mail box rental, parcel shipping, facsimile service, copying service, shipping supplies, overnight express service, or Western Union services.
- No sale of drug paraphernalia.
- No facility the primary business of which is check cashing.
- No car wash.
- No church or similar place of worship.
- No video or amusement arcade.
- No adult or sexually explicit bookstores.
- No sale of automobiles.
- No bars (except as part of a permitted restaurant).

RULES AND REGULATIONS
Flower Center

The following Rules and Regulations have been adopted by the Landlord and are currently in effect for all Tenants:

1. All Tenant's and Tenant's employees' motor vehicles shall be parked only in the designated employee parking areas, if applicable. Landlord may tow or have towed any improperly parked motor vehicles to an impound lot, in which event the vehicle owner or driver will be responsible for all costs and charges.

2. Tenant agrees to promptly replace at its own expense with glass of a like kind and quality, any plate glass door or window glass which may become cracked or broken.

3. Tenant agrees to not use or permit the use of any apparatus of sound reproduction or transmission, or any musical instrument, such that the sound shall be audible beyond the Leased Premises.

4. Tenant agrees to keep all mechanical apparatus free of vibrations and noise which may be transmitted beyond the confines of the Leased Premises.

5. Tenant agrees to conduct its business in the Leased Premises in all respects in a dignified manner in accordance with highest standards of operation.

6. Tenant agrees that the Leased Premises shall be maintained at a temperature not lower than 60°F.

7. Tenant agrees to maintain a maintenance contract with a recognized air conditioning and heating service company for a minimum of two (2) inspections per year which would include lubrications, changing of filters, adjustment of belts, etc., and to, upon request, provide Landlord with a copy of the contract.

8. Tenant agrees to not use the plumbing facilities for any other purpose than for which they are constructed and not permit any foreign substance of any kind to be thrown therein. The expense of repairing any breakage, stoppage, seepage or damage, whether occurring in or outside the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be paid by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own expense, and Tenant shall ensure that all waste protein-oil and remnants thereof shall be cleaned-up and properly disposed of at all times during the Lease Term at the sole expense and responsibility of Tenant.

9. Tenant shall not display any displays, signs or other items within the Complex Area without prior written permission from the Landlord, other than merchandise immediately along the Leased Premises front during official sidewalk sales as designated by Landlord.

10. Tenant shall not solicit business within the Complex Areas, including distribution of merchandise or goods, or of any handbills or other advertising materials on automobiles parked on the parking lot, without the prior written consent of the Landlord.

11. Tenant shall not erect any aerial or other device on the roof or exterior walls of any building without the prior consent of Landlord.

12. Tenant shall be responsible for any repairs to loading platforms, due to damage caused by Tenant's loading operations.

13. Any merchandise or other articles shall not be placed or maintained in any vestibule or entry of the Leased Premises on the adjacent walkways, or elsewhere on the exterior. All entrances to all stores, including any rear loading areas, shall be kept clear of any trash, boxes, debris, merchandise or other items. In the event a Tenant fails to keep such areas clear, the Landlord shall have the right to remove any such trash, boxes, debris, merchandise or other items, and the Tenant shall pay Landlord a $50.00 per hour charge for their removal.

14. Tenant shall maintain the Leased Premises, at its expense, in a clean, orderly and sanitary condition free of insects, rodents, vermin and other pests and shall not permit undue accumulation of garbage, trash, rubbish and other refuse, and shall have the Leased Premises treated by a recognized pest exterminator for such infestations and at such intervals as Landlord requires.

15. Tenants are responsible for maintaining in good order, condition and repair, including periodic painting and making proper adjustments when necessary, the inside and outside of all exterior entrances and store fronts, including all glass and moldings. The repainting of any exterior entrances, rear doors, or store fronts shall be with paint of the original paint's color and kind.

EXHIBIT H

Form of Estoppel

TENANT ESTOPPEL CERTIFICATE

_____
_____
_____
_____

Re: Agreement of Lease dated _____ and as amended on _____ ("Lease"), executed by and between _Flower Associates("Landlord"), and Montgomery County Maryland, through the Department of Liquor Control ("Tenant") for leasing a certain premises containing approximately _three thousand three hundred_____ (_3300____) square feet located within the Flower_____ Shopping Center, with an address at 8706-B Flower Avenue, Silver Spring, MD 20901_____ ("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 one hundred eighty days following the lease execution as defined in the Lease. The current term of the Lease will expire on the last day of the tenth "Lease Year" (as defined in the Lease). The Lease provides for two (2) extensions of the Lease for five (5) years each.

(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 _$92,400.00 per annum_____. 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
9th 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:

_____, Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____

_____

RECOMMENDED:

By:

Director
Office of Real Estate

EXHIBIT I

Form of Subordination, Non-disturbance and Attornment Agreement

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 2013 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 _____ (_____) 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
210 Edison Drive
Gaithersburg, Maryland, 20850

With a copy to: Montgomery County Government
Department of General Services
101 Monroe Street, 9th 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:_____
Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____
_____

RECOMMENDED:

By:

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 , 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:

_____

TERM EXTENSION RIDER

THIS RIDER is attached to and made part of a certain Lease of even date between the undersigned Landlord and Tenant in respect of Leased Premises known as 8706 B Flower Avenue, Silver Spring MD 20901.

1. Options

Providing that Tenant is not in default under any of the terms, covenants, and conditions of its Lease Agreement at the time of Tenant's giving notice of its intention to extend or at any time from that date to the commencement date of any Extended Term hereunder, Landlord hereby grants Tenant the option rights to extend the Term of this Lease for two (2) additional periods of five (5) years.

Each period added to the Term of this Lease by exercise of an option shall be called an Extended Term. An option to create an Extended Term may be exercised only by written notice from Tenant to Landlord not more than 365 days or less than 180 days before the start of the Extended Term.

2. Limitations on Exercise of Options

(a) If any option to extend the Term of this Lease is not timely exercised, all unexercised options to extend shall at Landlord's option become null and void.

(b) Each right to extend the Term of this Lease may be exercised only by the undersigned Tenant for its continued use and occupancy of the Leased Premises and only if it is in possession of the Leased Premises and operating a permitted use therein when it exercised the right

(c) If Tenant shall default under the Lease, and such default shall extend beyond any applicable cure period set forth in the Lease, all unexercised rights to extend the Term of the Lease shall automatically be extinguished and become null and void.

3. Lease Provisions

All terms, covenants, and conditions set forth in the Lease of even date herewith with respect to the original Term shall apply to any Extended Term provided with the exception of Fixed Minimum Rent. During the first year of each Extended Term herein provided the Fixed Minimum Rent shall increase by ten percent (10%) over the last year of the expiring Lease Term.

4. Right of First Offer: (a) In the event that adjacent space located in the Complex becomes available for lease during the Term of this Lease, consistent with the rights of other tenants, then Tenant shall have the Right of First Offer to lease said space and Landlord shall so notify Tenant.

(b) Tenant may exercise the Right of First Offer set forth in subparagraph (a) above as follows:

(i) Landlord shall give Tenant written notice specifying the space which has or will become available and the date of availability.

(ii) Tenant shall have twenty (20) days after receipt of Landlord's notice to notify Landlord in writing whether Tenant desires to exercise its right of First Offer to expand into the offered space which must be taken in its entirety for a term of not less than twenty four (24) months or the remaining Term of the Lease, whichever is greater.

(iii) If Tenant declines to exercise its Right of First Offer, or fails to reply to Landlord's notice within the time provided, then in any of said events the right described hereinabove shall become null and void with respect to such space and Landlord shall have the right to lease said space to another tenant.

(iv) If Tenant elects to exercise its Right of First Offer, Landlord and Tenant shall promptly enter into a modification of this Lease which will bring such space under the terms and conditions of this Lease, except that the rental rate for the additional space shall be the then current Market Rate, which would be offered to a like sized, third party tenant for a similar

term. If Landlord and Tenant are unable to agree after negotiating in good faith as to the appropriate Market Rate, Landlord shall have the right to lease said space to another tenant.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Rider as a sealed instrument this 4th day of February, 2014.

WITNESS:

LOUIS S. PETTEY

Julie L. White

LANDLORD: FLOWER ASSOCIATES

By: Charlotte R. Wolpoff, Trustee
Agent for Flower Associates

By: Charlotte R Wolpoff **(SEAL)**
Charlotte R. Wolpoff, Trustee

TENANT: MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell Pearson
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

APPROVED AS TO FORM AND LEGALITY

OFFICE OF THE
COUNTY ATTORNEY

By: [illegible]
Associate County Attorney

Date: 1/24/14

RECOMMENDED

By: [illegible]
Cynthia Brenneman, Director
Office of Real Estate

Date: 1/21/14