

LEASE AGREEMENT

Between

Darnestown Valley - WHM Limited Partnership

Landlord

And

Montgomery County, Maryland, a body politic and corporate

COUNTY

In the

The Shops at Potomac Valley

Dated: Dec 31, 2008

Table of Contents

SECTION 1 -- INTRODUCTORY PROVISIONS.	5
1.01 Fundamental Lease Provisions.	5
1.02 References and Conflicts.	6
1.03 EXHIBITS.	6
SECTION 2 -- LEASED PREMISES.	7
2.01 Leased Premises.	7
2.02 Shopping Center.	7
2.03 County's Proportionate Share.	7
2.04 Relocation of Leased Premises.	8
SECTION 3 -- TERM.	9
3.01 Lease Term.	9
3.02 Delivery Date.	9
3.03 Initial Term.	9
3.04 Extension Term	10
3.05 Inability to Deliver Possession.	10
3.06 Acceptance of Leased Premises.	10
SECTION 4 -- PERMITS.	11
SECTION 5 -- RENT.	11
5.01 Minimum Annual Rent.	11
5.02 Adjustments to Minimum Annual Rent.	11
5.03 Additional Rent.	12
(a) Real Estate Taxes.	12
(b) Operating Expenses.	13
(c) Audit of Expenses.	14
(d) Landlord's Enforcement Costs.	15
(e) Payment of Rent.	15
5.04 Percentage Rent.	15
SECTION 6 -- SECURITY DEPOSIT.	15
SECTION 7 -- USE AND TRADE NAME.	15
7.01 Permitted Use.	15
7.02 <i>Prohibited Use.</i>	15
SECTION 8 -- MANNER AND HOURS OF OPERATION.	16
8.01 Manner and Hours of Operation.	16
8.02 Other Locations.	16
SECTION 9 -- COMPLIANCE WITH LAWS, FIRE INSURANCE, CONDITION OF PROPERTY, ETC.	16
9.01 Compliance With Laws.	16
9.02 Environmental Protection.	17
9.03 Indemnification.	17
SECTION 10 -- RULES AND REGULATIONS.	17
SECTION 11 -- UTILITIES.	17
11.01 Charges.	17
11.02 Interruption of Service.	18
SECTION 12 -- LANDLORD'S RIGHT OF ENTRY.	19
SECTION 13 -- CONDITION AND MAINTENANCE OF LEASED PREMISES.	19
13.01 County's Responsibility.	19
13.02 Landlord's Responsibility.	20
SECTION 14 -- ALTERATIONS OR IMPROVEMENTS BY COUNTY.	20
SECTION 15 -- COMMON AREAS.	21
15.01 Common Areas Defined.	21
15.02 Landlord's Control.	21
15.03 Changes and Additions to Buildings, Additional Construction.	22
SECTION 16 -- CONSTRUCTION.	23
16.01 Landlord's Construction.	23
16.02 County's Construction.	23
SECTION 17 -- SIGNS, AWNINGS AND CANOPIES.	23
SECTION 18 -- ASSIGNMENT AND SUBLETTING.	24
SECTION 19 -- DEFAULT.	24
SECTION 20 -- LANDLORD'S RIGHTS UPON COUNTY'S DEFAULT.	24
SECTION 21 -- ADDITIONAL LANDLORD'S REMEDIES.	25
SECTION 22 -- REMEDIES CUMULATIVE.	25
SECTION 23 -- BANKRUPTCY. INTENTIONALLY DELETED.	25
SECTION 24 -- SUBORDINATION.	25
24.01 General.	25
24.02 Attornment.	25
SECTION 25 -- ESTOPPEL CERTIFICATES.	26
SECTION 26 -- DAMAGE BY FIRE OR OTHER CASUALTY.	26
SECTION 27 -- CONDEMNATION.	27
SECTION 28 -- LANDLORD'S RESERVED RIGHTS.	28
SECTION 29 -- LANDLORD'S LIABILITY.	28
SECTION 30 -- COUNTY'S LIABILITY.	28
SECTION 31 -- INDEMNITY.	28
SECTION 32 -- COUNTY'S INSURANCE.	29

SECTION 35 -- NOTICE OF FIRE, ACCIDENT.	30
SECTION 36 -- SURRENDER AND INSPECTION.	30
36.01 Surrender.	30
36.02 Inspection.	30
36.03 Fixtures and Personal Property Remaining.	30
SECTION 37 -- COUNTY HOLDING OVER.	31
SECTION 38 -- PROMOTIONAL SERVICES AND FUND.	31
38.01 Promotional Services.	31
38.02 Adjustment to Promotional Fund Annual Contribution.	31
38.03 Annual Statement.	31
SECTION 39 -- GRAND OPENING.	32
SECTION 40 -- WAIVER OF TRIAL BY JURY.	32
SECTION 41 -- LIMITATION OF LANDLORD'S LIABILITY. Intentionally Deleted.	32
SECTION 42 -- QUIET ENJOYMENT.	32
SECTION 43 -- NOTICES.	32
43.01 Landlord's Notice.	32
43.02 County's Notice.	32
SECTION 44 -- TIME.	33
SECTION 45 -- POSTPONEMENT OF PERFORMANCE.	33
SECTION 46 -- LEASING BROKER.	33
SECTION 47 -- NO WAIVER.	34
SECTION 48 -- TRANSFER OF SHOPPING CENTER.	34
SECTION 49 -- MISCELLANEOUS PROVISIONS.	34
49.01 Governing Law.	34
49.02 Covenants.	35
49.03 No Representations by Landlord.	35
49.04 Exhibits.	35
49.05 Pronouns.	35
49.06 Captions.	35
49.07 Landlord's Approval.	35
49.08 Invalidity of Particular Provisions.	35
49.09 Counterparts. Intentionally Deleted	35
49.10 Authority.	35
49.11 Examination of Lease.	36
49.12 Interpretation.	36
49.13 Entire Agreement; Modification.	36
49.14 Separability.	36
49.15 Recording.	36
49.16 Attorney's Fees.	36
49.17 Joint and Several Liability.	36
49.18 Commercial Lease.	36
49.19 Security.	36
49.20 USA Patriot Act of 2001 ("Patriot Act").	37
SECTION 50 -- BINDING EFFECT.	37
SECTION 51 -- NON-DISCRIMINATION.	37
SECTION 52 -- NON-APPROPRIATION.	37
SECTION 53 -- PUBLIC EMPLOYMENT.	37
SECTION 54 -- EFFECTIVE DATE.	37
SECTION 55 -- CONTINGENCY.	37
EXHIBIT A.	39
EXHIBIT B.	40
EXHIBIT C.	41
EXHIBIT C-1	43
EXHIBIT D.	44
EXHIBIT E.	46
EXHIBIT F.	50
EXHIBIT G	53
EXHIBIT H	54
EXHIBIT I.	55
EXHIBIT J	59

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 31st day of December, 2008 by and between Darnestown Valley - WHM Limited Partnership ("Landlord") and Montgomery County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland, through the Board of Liquor Control ("County"), collectively the "Parties".

WITNESSETH:

For and in consideration of the covenants herein contained and upon the terms and conditions herein set forth, the parties agree as follows:

SECTION 1 -- INTRODUCTORY PROVISIONS.

1.01 Fundamental Lease Provisions.

Certain fundamental Lease provisions are presented in this Section in summary form solely to facilitate convenient reference by the parties hereto:

- | | | | |
|-----|---|--|----------------------------|
| (a) | <u>Leased Premises</u> | 12155 Darnestown Road
Gaithersburg, Maryland 20878
See Exhibit B | [Section 2.01] |
| (b) | <u>Floor Space of Leased Premises</u> | <u>7,721</u> Square Feet | [Section 2.01 & Exhibit B] |
| (c) | <u>Gross Leasable Area of [Section 2.02] Shopping Center*</u> | <u>119,954</u> Square Feet | |
| (d) | <u>Proportionate Share**</u> | <u>6.44</u> Percent | [Section 2.03] |
| (e) | <u>Delivery Date</u> | <u>See 3.02</u> | [Section 3.02] |
| (f) | <u>Rent Commencement Date</u> The Rent Commencement Date shall occur upon the earlier of: (i) Thirty (30) days after the Delivery Date; or (ii) the date that Tenant opens the Leased Premises for business to the public | | |
| (g) | <u>Expiration Date</u>
[Section 3.01] | <u>Ten (10) Years after Rent Commencement</u> | |
| (h) | <u>Management Company</u> | Darnestown Management Co., Inc.
12165 Darnestown Road
Gaithersburg, MD 20878 | [Section 5.01] |
| (i) | <u>Main Term</u> | (<u>Ten</u>) years <u>0</u> months | [Section 3.01] |
| (j) | <u>Minimum Annual Rent***\$</u> | <u>347,445.00</u> | [Section 5.01] |
| (k) | <u>Basic Monthly Rent***</u> | \$ <u>28,953.75</u> | |

	[Section 5.01]		
(l)	<u>CPI Anniversary Month</u> [Section 5.02]	<u>N/A</u>	
(m)	<u>Percentage Rent Rate</u>	<u>n/a</u> Percent (<u>0</u> %)	[Section 5.04]
(n)	<u>County's Trade Name</u> [Section 7]	<u>Montgomery County Liquor Store</u>	
(o)	<u>County's Use Clause</u>	<u>Sale of Liquor, Beer and Wine</u>	[Section 7]
(p)	<u>Minimum Business Hours</u> [Section 8.01]	<u>Mon-Sat: 10 am - 9 pm</u>	
(q)	<u>Security Deposit</u>	<u>\$N/A</u>	[Section 6]
(r)	<u>First Month's Advance Rent</u>	<u>\$ N/A</u>	[Section 5]
(s)	<u>Leasing Broker</u>	<u>The Magruder Corporation 12165 Darnestown Road Gaithersburg, MD 20878</u>	[Section 46]
(t)	<u>Promotional Fund Contribution</u>	<u>\$ N/A</u>	[Section 38.01]
(u)	<u>County's Pre-Occupancy</u> [Section 43.02] <u>and/or County's Business Address</u>	<u>Montgomery County, MD. Dept. of General Services 101 Monroe Street, 10th floor Rockville, Maryland 20850 Attn: Director of Real Estate</u>	

* Subject to adjustment pursuant to Section 2.02.

** Subject to adjustment pursuant to Section 2.03.

*** Subject to adjustment pursuant to Section 5.02.

1.02 References and Conflicts.

References appearing in Section 1.01 are intended to designate some of the other places in the Lease where additional provisions applicable to the particular fundamental Lease provisions appear. These references are for convenience only and shall not be deemed all inclusive. Each reference in this Lease to any of the fundamental Lease provisions contained in Section 1.01 shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this Lease applicable thereto. If there is any conflict between any of the fundamental Lease provisions set forth in Section 1.01 and any other provisions of the Lease, the latter shall control.

1.03 EXHIBITS.

The following drawings and special provisions are attached hereto and incorporated herein as exhibits and are hereby made a part of this Lease:

EXHIBIT A -- Site Plan of Shopping Center	[Section 2.01]
EXHIBIT B -- Floor Plan of Leased Premises	[Section 2.01]
EXHIBIT C -- Description of Landlord's Work	[Section 16.01]
EXHIBIT D -- Description of County's Work	[Section 16.02]
EXHIBIT E -- Rules and Regulations	[Section 10]
EXHIBIT F -- Sign Requirements	[Section 17]
EXHIBIT G -- Lease Guaranty --N/A	[Section 20]
EXHIBIT H -- Certificate of Delivery	[Section 3.02]
EXHIBIT I- Subordination, Non-Disturbance and Attornment Agreement	
EXHIBIT J- Estoppel	

SECTION 2 – LEASED PREMISES.

2.01 Leased Premises.

Landlord hereby leases to County, and County hereby rents from Landlord, the leased premises as specified in Section 1.01(a) (the "Leased Premises") located in the The Shops at Potomac Valley (the "Shopping Center"), which is located at 12155 Darnestown Road, Gaithersburg, MD 20878, Montgomery County, Maryland, and is more fully described on the site plan attached hereto and made a part hereof as Exhibit A together with a non-exclusive right with others to use the "Common Areas" (as that term is defined herein, subject to the terms and conditions of this Lease, for the "Lease Term" (as that term is defined herein). Notwithstanding anything contained herein to the contrary, Landlord reserves and County shall have no right in and to (a) the use of the exterior faces of all perimeter walls of the Leased Premises, (b) the use of the roof, and (c) the use of the land, improvements and space below the lower surface of the lower floor of the Leased Premises and above the interior surface of the ceiling of the Leased Premises, except as to which Landlord may otherwise agree in writing. The Leased Premises shall consist of approximately 7,721 square feet of floor space as specified in Section 1.01(b) and as designated by diagonal lines on the floor plan attached hereto and made a part hereof as Exhibit B.

2.02 Shopping Center.

Landlord and the County acknowledge that the gross leasable area in the Shopping Center is specified in Section 1.01(c) ("Gross Leasable Area" or "GLA"). The GLA shall be used hereinafter for purposes of computing the County's proportionate share of certain expenses payable to Landlord as Additional Rent (as defined hereafter).

2.03 County's Proportionate Share.

County's proportionate share ("Proportionate Share") of certain expenses hereinafter made payable to Landlord as Additional Rent is specified in Section 1.01(d). Said computation is based upon the ratio of the total area of floor space in the Leased Premises to the GLA of the Shopping Center and shall be determined by the Landlord. The Proportionate Share shall be modified by the Landlord during the Lease Term in the event that the GLA of the Shopping Center is modified as described in Section 2.02 above.

2.04 Relocation of Leased Premises.

County agrees that at any time before or during the Lease Term, Landlord shall have the right to relocate the Leased Premises described herein ("Existing Premises") to other space ("New Premises") within the Shopping Center, in accordance with the following:

(a) Size. The floor area of the New Premises shall be substantially the same as the floor area of the Existing Premises unless Landlord and County otherwise agree in writing.

(b) Moving Costs. Moving costs and the cost of installing permanent improvements (as distinguished from Trade Fixtures, equipment, furniture, furnishings and other personal property belonging to County) in the New Premises, so that the permanent improvements therein are substantially the same as those in the Existing Premises, shall be borne by Landlord.

(c) Rent Abatement. Minimum Rent and additional charges shall abate in full during the period, if any, that the County is unable to conduct business in the Existing Premises or the New Premises.

(d) Indirect Cost Reimbursement. Indirect costs incurred by County as a result of the relocation, including costs incurred in changing addresses on stationary and advertising, relocation of phone line, shall be reimbursed to County by Landlord in an amount not to exceed \$500.00 upon presentation to Landlord of paid bills for said incurred indirect costs.

(e) Notice. Landlord shall give County at least one hundred and twenty (120) days prior written notice of Landlord's intent to relocate County to the New Premises.

(f) Rent Adjustment. Minimum Annual Rent payable pursuant to the terms and conditions of this Lease and any Additional Rent calculated using square footage shall be adjusted, if necessary, to reflect the difference in the square footage of the New Premises, if any.

(g) Commencement of Rent. The payment of the Minimum Annual Rent (as adjusted to account for the New Premises), Percentage Rent, if applicable, and all Additional Rent due and owing by County shall commence on the earlier of (i) thirty (30) days after Landlord has completed the physical relocation and installation of permanent improvements in the New Premises, or (ii) the date that County first opens for business in the New Premises; provided, if Landlord is delayed in performing any work required by this Lease by County's actions (either by County's change in the plans and specifications for such work or otherwise), then the date for commencement of Minimum Annual Rent, Additional Rent, if applicable, and Additional Rent for the New Premises shall not be extended and County shall pay all such sums for the New Premises beginning thirty (30) days after the date Landlord would have substantially completed the County finish work but for the delay.

(h) Lease Amendment. Landlord and County shall promptly execute an amendment to this Lease reciting the relocation of the Leased Premises, confirming the change in square footage, if any, and any changes in the Minimum Annual Rent and Additional Rent payable hereunder. If County occupies the Existing Premises after the date that County commences the payment of Minimum Annual Rent, Percentage Rent, if applicable, and Additional Rent as provided in Section 2.04(g) with respect to the New Premises, then County's occupancy of the Existing Premises shall be a tenancy at will and County shall pay Minimum Annual Rent, Percentage Rent, if applicable and Additional Rent for the Existing Premises in accordance with the terms and conditions hereof until such occupancy of the Existing Premises ends; such amounts shall be in addition to the Minimum Annual Rent, Percentage Rent, if applicable, and Additional Rent due for the New Premises. County agrees to use all commercially reasonable efforts to open for business in the New Premises as quickly as is reasonably possible under the circumstances. Except for the work required of Landlord pursuant to this Section, Landlord shall not be liable or responsible in any way for damages or injuries of any nature whatsoever suffered by County pursuant to its relocation in accordance with this Section, including but not limited to loss of goodwill, or loss of profits. Landlord may exercise its right to relocate County no more than once during the Lease Term. Any other relocation of the Leased Premises must have the County's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 3 -- TERM.

3.01 Lease Term.

The term of this Lease (sometimes herein called the "Lease Term") shall include the "Initial Term", if any, and the "Main Term" (both as hereinafter defined). The Initial Term, if any, shall begin as of the date possession of the Leased Premises is delivered to County by Landlord ("Delivery Date") and, unless sooner terminated as herein provided, continue thereafter through the day immediately prior to the date the County commences its payment of Basic Monthly Rent (as hereinafter defined in Section 5.01) ("Rent Commencement Date") as specified in Section 1.01(f). The Main Term shall mean the period starting on the Rent Commencement Date and, subject to sooner termination as herein provided, ending on the date specified in Section 1.01(g), which date shall reflect the number of years specified in Section 1.01(i) after the Rent Commencement Date ("Expiration Date") as adjusted in the following sentence. The period commencing with the Rent Commencement Date and ending on the last day of the twelfth full calendar month thereafter shall constitute the "First Lease Year" as such term is used herein. Each successive full twelve (12) month period during the Main Term shall constitute a "Lease Year".

3.02 Delivery Date.

Landlord shall deliver the Leased Premises to the County within sixty (60) days following Landlord obtaining actual and legal possession of the Leased Premises from the "Existing Tenant" as that term is defined in the Section 55 of the Lease. Landlord shall give the County prior notice of the Delivery Date, which Date shall reflect the date on which (i) all improvements described in Exhibit C ("Landlord's Work") will be substantially completed as determined by Landlord in the Landlord's reasonable discretion and (ii) the Leased Premises will be available to the County for the performance of County's Work and the installation of County's fixtures and equipment. Landlord agrees that the Delivery Date shall be no later than the date specified in Section 1.01(e) except as provided in Section 3.04. Landlord and County hereby agree to execute a Certificate of Delivery fixing the Delivery Date in the form attached hereto and made a part hereof as Exhibit H. Notwithstanding anything contained in this Lease to the contrary, Landlord shall be permitted to complete the Landlord's Work after the Delivery Date and concurrent with the County's performance of the County's Work and both Landlord and County shall cooperate in the coordination of any concurrent performance of the Landlord's Work and County's Work.

3.03 Initial Term.

Promptly after the Delivery Date, the County shall, at its sole cost and expense, diligently proceed to complete improvements to the Leased Premises, in a first-class manner consistent with the nature of County's business operation as contemplated hereby, and in accordance with the applicable provisions of this Lease, all to the end that the County shall open the Leased Premises for business to the public, fully fixtured and merchandised, on the Rent Commencement Date. All improvements described in Exhibit D ("County's Work") shall be commenced and completed by the County in accordance with plans and specifications approved in writing in advance by Landlord including, but not limited to, all construction plans and design drawings, such approval not to be unreasonably withheld, conditioned or delayed. Landlord assumes no liability and makes no warranties or representations, express or implied, to the County or to any other person or entity as part of the Landlord's review and approval of any of the County's plans and specifications nor does Landlord's approval of any of the County's plans and specifications waive any rights and/or remedies that Landlord has or may have under this Lease, at law and in equity. The County shall not unreasonably interfere with Landlord's construction work, if any, in the Leased Premises or at the Shopping Center, nor shall the County permit its contractors or subcontractors to unreasonably interfere with said construction work. The Landlord shall not unreasonably interfere with the County's Work in the Leased Premises, nor shall the Landlord permit its contractors or subcontractors to unreasonably interfere with County's Work in the Leased Premises.

3.04 Extension Term

Extension Option. Provided (i) that this Lease shall be in full force and effect; (ii) that Tenant shall be in possession of the Leased Premises; and (iii) that Tenant shall not be in default under any of the terms, provisions, covenants or conditions of this Lease, then, and only in such event, County shall have the right, at Tenant's sole option, to extend the term of this Lease ("Extension Option") for One (1) period of Five (5) years ("Extension Term"). The Extension Option shall be exercisable by County giving written notice of the exercise of such Extension Option to Landlord no sooner than two hundred and seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration date of the Lease Term; provided, however, in the event County fails to exercise said Extension Option during the aforesaid time period, such Extension Option shall become null and void and all rights with respect thereto and with respect to any subsequent Extension Option shall automatically terminate and expire. The Extension Term shall be upon the same terms, covenants and conditions as set forth herein with respect to the Main Term, except that Minimum Annual Rent shall be adjusted for the first Lease Year of such Extension Term to one hundred and five percent (105%) of the Minimum Annual Rent rate in effect during the final Lease Year of the Lease Term.

For each Lease Year of the Extension Term, except for the first Lease Year, the Minimum Annual Rent required to be paid by County hereunder shall be adjusted pursuant to Section 5.02 of the Lease.

3.05 Inability to Deliver Possession.

If Landlord should be unable to deliver possession of the Leased Premises by the Delivery Date (i) because on the Delivery Date a prior tenant or occupant is holding over or retaining possession of the Leased Premises, or (ii) because repairs, improvements, or decoration of the Leased Premises or the Shopping Center are not completed, or (iii) because of any other reason, then Landlord shall not be subject to any liability for failure to give possession by the Delivery Date. No such failure to give possession of the Leased Premises to the County by the Delivery Date shall in any other respect operate to affect the validity of this Lease or the obligations of the County hereunder, except as to the obligation to pay Minimum Annual Rent. If permission is given to the County to enter into possession of the Leased Premises prior to the Delivery Date, County covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, and conditions of the provisions of this Lease. Notwithstanding anything contained herein to the contrary, in the event that the Landlord is unable to deliver possession of the Leased Premises to the County within twelve (12) months following the full and complete ratification and delivery of this Lease by all parties hereto, then effective upon the first day of the thirteenth (13th) month following the date that this Lease is fully ratified by all parties hereto, this Lease shall be null and void and of no further legal force and effect without any further action by any party hereto and all deposits made by the County hereunder, if any, shall be refunded to the County by Landlord.

3.06 Acceptance of Leased Premises.

County's occupancy of the Leased Premises shall constitute satisfactory acceptance thereof by the County as complying with all requirements of the County and Landlord with respect to the condition, order and repair thereof as required by the terms of this Lease. It is expressly understood and agreed that Landlord has made no representations or warranties with respect to the Leased Premises. Subject to the terms hereof, the County represents and warrants that it has investigated and examined the relevant data relating to or affecting the Leased Premises, is relying solely on its own judgment in entering into this Lease. County accepts the Leased Premises on the date hereof and on the Delivery Date in "As Is" condition, subject only to the completion of "Landlord's Work" (as that term is defined herein), if any. County accepts the Leased Premises subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing use of the Leased Premises and the Shopping Center. County acknowledges that Landlord and Landlord's agents have not made any representations or warranties as to the suitability of the Leased Premises for County's business.

SECTION 4 – PERMITS.

County shall, at County's own expense, promptly obtain from the appropriate governmental authorities any and all permits, licenses and the like required to allow the County to occupy the Leased Premises for the purposes herein stated including, but not limited to, any use and occupancy permit(s). These requirements shall not relieve the County of its liability for Minimum Annual Rent from the Rent Commencement Date in the event all of said permits have not been acquired prior thereto. If any present or future law, ordinance, regulation, or order requires another occupancy permit or other permit for the Leased Premises, the County shall obtain such permit at County's sole cost and expense. Upon written request of Landlord, County shall provide Landlord with a copy of any such permits or licenses as well as a copy of any application for any such permits or licenses.

SECTION 5 -- RENT.

5.01 Minimum Annual Rent.

The minimum annual rent ("Minimum Annual Rent") reserved hereunder shall be as specified in Section 1.01(j) which shall be payable by the County to the Landlord during each Lease Year of the Main Term in equal monthly installments of basic monthly rent ("Basic Monthly Rent"), each as specified in Section 1.01(k), due in advance, without notice or demand, and without set-off, deduction or abatement of any kind, commencing on the Rent Commencement Date and on the first day of each and every calendar month thereafter during the term. In the event that the Rent Commencement Date occurs on a day other than the first day of a calendar month, then County shall pay to Landlord on such day a proportionate share of Basic Monthly Rent for the balance of that month, computed on a per diem basis by dividing the Basic Monthly Rent by thirty (30). The Minimum Annual Rent shall be paid to Landlord as specified in Section 1.01(h), or to such other persons or at such other address as Landlord may designate from time to time. County's duty and obligation to pay Minimum Annual Rent and all other sums due hereunder shall be separate and independent of all of Landlord's duties and obligations under this Lease including, but not limited to, any duty that the Landlord may have under this Lease to maintain and/or repair the Leased Premises and/or the Shopping Center. County's obligation to pay any and all Minimum Annual Rent and all other sums due under this Lease shall continue and shall cover all periods up to and through the Expiration Date. County's obligation to pay any and all Minimum Annual Rent and all other sums due under this Lease including, but not limited to, any reconciliations of any "Real Estate Taxes" and "Operating Expenses", as those terms are defined herein, shall survive any expiration or termination of this Lease.

In the event the County fails to open the Leased Premises for business to the public for County's use as specified in Section 1.01(o) within (60) days of the Rent Commencement Date as specified in Section 1.01(f), then the County shall pay as its Basic Monthly Rent, one hundred and twenty-five percent (125%) of the Basic Monthly Rent as specified in Section 1.01(k) until such time thereafter that the Leased Premises are open for business to the public.

5.02 Adjustments to Minimum Annual Rent.

(a) On the first day of the second Lease Year of the Lease Term, and on the first day of each Lease Year thereafter during the Lease Term, Minimum Annual Rent (then in effect) shall be increased by an amount equal to **Three** percent (**3%**) of the Minimum Annual Rent rate in effect for the immediately preceding Lease Year.

(b) In the event that any statute, regulation, or proclamation have the effect of law prevents an increase in the Minimum Annual Rent in accordance with any term or provision of this Lease, the amount of the increase in the Minimum Annual Rent which would have gone into effect but for the operation of such statute, regulation, or proclamation will be cumulated. Said cumulated amount will be payable in twelve (12) equal monthly installments beginning immediately after such statute, regulation, or proclamation ceases to prohibit such rental increases and will be payable as "Additional Rent", as that term is defined herein, in addition to

the then current Basic Monthly Rent. If the Leased Premises are still under Lease at the time that such statute, regulation or proclamation ceases to prohibit such rental increases, then the current Basic Monthly Rent shall be immediately increased to the level where it would have been had no such statute, regulation or proclamation ever been in effect.

5.03 Additional Rent.

Whenever it is provided by the terms of this Lease that County is required to make any payment to Landlord other than of Minimum Annual Rent, such payment shall be deemed to be additional rent ("Additional Rent"). Additional Rent shall include, but not be limited to, the payment by County of any attorney's fees and late fees which are due Landlord pursuant to the terms and conditions hereof. Unless otherwise expressly specified herein, Additional Rent shall be paid by County with the installment of Basic Monthly Rent thereafter falling due. Additional Rent shall include, but not be limited to:

(a) Real Estate Taxes.

As used herein, the term "Real Estate Taxes" shall mean and include all real estate taxes, water and sewer rents, and any other charges, taxes, or special assessments instituted by any governmental authority in lieu of, or as an addition or supplement to, real estate taxes, both general and special, ordinary and extraordinary, foreseen or unforeseen, assessed, levied, or imposed upon the Leased Premises and/or the Shopping Center, which accrue during the Lease Term. "Real Estate Taxes" also shall include any and all costs and expenses incurred in any appeal of the tax assessment upon which such Real Estate Taxes are based, whether or not such appeal is successful, including but not limited to attorneys', expert or professional fees. The County agrees to pay to Landlord throughout the term of this Lease, as Additional Rent, its Proportionate Share of all Real Estate Taxes. County's Proportionate Share of the Real Estate Taxes shall be adjusted proportionately for any partial tax year. The County covenants and agrees to deposit monthly, in advance with Landlord on the first day of each calendar month throughout the Lease Term an amount equal to one-twelfth (1/12th) of Landlord's estimate of County's Proportionate Share of the Real Estate Taxes for the then current tax fiscal year. The first installment shall be due and payable by the County on the Rent Commencement Date, without proration, and the next installment shall be paid on the first day of the next calendar month.

As soon as reasonably possible following the end of each real property tax year, Landlord shall furnish the County a statement covering such calendar year just expired in reasonable detail, prepared in accordance with generally accepted accounting and/or auditing principles and certified as correct by a certified public accountant, showing the Real Estate Taxes and the amount of County's actual Proportionate Share of such Real Estate Taxes for such real property tax year and the Proportionate Share payments made by the County with respect to such calendar year as set forth above.

Any underpayment of County's Proportionate Share of Real Estate Taxes not covered by the accumulation of monthly deposits shall be paid by the County within fifteen (15) days of Landlord's demand and any overpayment shall be credited against the installments next coming due, or, if none, shall be refunded to County within thirty days of Landlord's determination of County's tax liability for the tax year, which determination shall be made within a reasonable period of time following Landlord's receipt of the tax bill. Any interest earned on the escrow deposits payable hereunder shall be and remain the property of Landlord. The County agrees to pay promptly and before delinquency any and all personal property taxes, business taxes, sales taxes, and any and all other taxes and assessments of any nature whatsoever levied against County's personal property, machinery, equipment, fixtures, Trade Fixtures, business, income, fixtures, payments to Landlord, whether levied or assessed against Landlord or the County. In addition, County's Proportionate Share of Real Estate Taxes shall include one hundred percent (100%) of any taxes or special assessments due solely as a result of the "Permitted Use", as that term is defined herein, or County's improvements to the Leased Premises. To the extent that any portion of the "Common Areas", as that term is defined herein, including, but not limited to, off-site facilities are intended for use and used by adjacent improved properties constituting part of the integrated development which includes the Shopping Center, Landlord, in Landlord's reasonable discretion, may allocate to such adjacent improved

properties a portion of the real property taxes and assessments attributable to such portion of the Common Areas, all as determined by Landlord, in the Landlord's sole and absolute discretion.

Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against any Minimum Annual Rent or Additional Rent, or any part of it, payable by the County to Landlord, either by way of substitution (in whole or in part) for or in addition to any existing tax on the Shopping Center or otherwise, the County shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse Landlord for the amount thereof within thirty (30) days of demand, as the case may be.

Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of any Real Estate Taxes on the Shopping Center shall be added to and included as Additional Rent. Real Estate Taxes which are being contested by Landlord shall nevertheless be included for purposes of computing the County's liability hereunder, but if the County shall have paid any amount of Additional Rent pursuant to this Section 5.03(a), and thereafter Landlord shall receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Landlord shall provide to County a credit against the installment(s) of Real Estate Taxes next coming due in an amount equal to County's Proportionate Share of such refund less County's Proportionate Share of all costs and expenses incurred by Landlord associated with and/or arising from obtaining any such refund. Landlord shall have no obligation to contest, object to or litigate the levy or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its sole and absolute discretion any Real Estate Taxes without notice to or the consent or approval of County.

(b) Operating Expenses.

The County shall pay to Landlord, as Additional Rent, its Proportionate Share of the operating expenses for the Shopping Center ("Operating Expenses"). The Additional Rent required to be paid by the County in this Section 5.03(b) shall be a monthly charge equal to one-twelfth (1/12) of Landlord's estimate of County's Proportionate Share of the Operating Expenses of the Shopping Center, as determined for each calendar year by Landlord, and shall be payable commencing on the Rent Commencement Date in equal monthly installments in advance without any prior demand therefor from Landlord and without any deduction or set-off whatsoever.

As soon as reasonably possible following the end of each calendar year, Landlord shall furnish the County a statement covering such calendar year just expired in reasonable detail, prepared in accordance with generally accepted accounting and/or auditing principles and certified as correct by a certified public accountant, showing the Operating Expenses and the amount of County's actual Proportionate Share of such Operating Expenses for such calendar year and the Proportionate Share payments made by the County with respect to such calendar year as set forth above. If County's Proportionate Share of such Expenses is less than County's estimated Proportionate Share payments so made, Landlord shall credit the difference to the installments of Operating Expenses next coming due from the County. If such Proportionate Share of Operating Expenses, however, is greater than County's estimated Proportionate Share payments, County shall pay Landlord the difference as Additional Rent within thirty (30) days after receipt of such statement. County's Proportionate Share of the Operating Expenses shall be adjusted proportionately for any partial calendar year.

For purposes of this Section 5.03(b) Operating Expenses shall include any and all costs and expenses of every kind and nature as may be paid or incurred by Landlord (including appropriate reserves) in owning, repairing, operating, policing, protecting, insuring, inspecting, managing, lighting and maintaining the Shopping Center including, but not limited to, the cost and expenses of: operating, equipping, maintaining, repairing, replacing, lighting, cleaning, sweeping, painting (including, but not limited to, the surface of any walls facing a Common Area), resurfacing and striping the Common Areas as defined in Section 15.01; removal of snow, ice and debris; removal of garbage and trash from the Shopping Center; premiums for all insurance, if any, maintained by Landlord, including without limitation: liability insurance for bodily injury, death and property damage, "All Risk" casualty insurance on

the Shopping Center (including the Common Areas) at least equal to the current replacement cost of all improvements on the property on which the Shopping Center is located, sprinkler coverage, workmen's compensation, and loss of rent insurance for up to a twelve month period; transportation district fees, if any; parking district fees, if any; cost of maintaining and replacing the landscaping including, but not limited to, replanting, replacing and irrigating flowers, shrubbery, plants, trees, and other landscaping located in the Shopping Center; cost of maintaining, repairing, retrofitting, altering, converting or replacing any equipment or systems required to be changed as a result of changes in regulations concerning, for example, the use of chlorofluorocarbons or any other materials currently, or in the future, identified by statute, rule or regulation as a hazardous or toxic material, including any interest or funds borrowed to accomplish said actions; any and all costs of inspection and depreciation of machinery and equipment used in the operation of the Common Areas; maintenance, repair and replacement of the roof; maintenance, repair and replacement of sprinkler equipment; maintenance, repair and replacement of the Shopping Center's signs, tenants' exterior signs and signs on any pylon(s); the cost of recorded music, if any, electricity and other utilities used with respect to the Common Areas including, but not limited to, electricity for lighting the parking facilities, the canopy lights, tenants' exterior signs and the signs on any pylon(s); personnel services, including, without limitation, security and maintenance; the cost of advertising and promoting the Shopping Center to tenants' customers in the event a promotion fund is not established by Landlord pursuant to Section 38 herein; and Landlord's administrative costs and overhead in an amount equal to fifteen percent (15%) of the total aggregate costs and expenses of owning, operating, policing, protecting, insuring, inspecting, managing, maintaining, lighting and repairing the Shopping Center. Notwithstanding the foregoing, the parties expressly acknowledge and affirm that Operating Expenses shall exclude, however, (i) expenditures which would be considered capital expenditures under generally accepted accounting principles, (ii) payments of principal, interest or other amounts to any lender (other than reimbursement of any Operating Expenses advanced by a lender), (iii) depreciation and other non-cash items and (iv) expenditures made for the exclusive benefit of any other tenant in the Shopping Center. The County's obligation to pay its Proportionate Share of Operating Expenses which accrues during the Lease Term shall survive the expiration of the Lease Term or other termination of this Lease.

Landlord may, in Landlord's sole and absolute discretion, cause any or all maintenance and repair services for the Shopping Center to be provided by an independent contractor or contractors or other parties including, but not limited to, employees of the Landlord. Notwithstanding anything to the contrary contained hereinabove, no costs or expenses in connection with the original construction and installation of the Shopping Center shall be included in Operating Expenses.

Landlord's determination of the cost of all electricity and other utilities used with respect to the Common Areas shall be based upon meter or sub-meter readings.

(c) Audit of Expenses.

In the event that County disagrees with or disputes with any statement provided by Landlord to County pertaining to Real Estate Taxes or Operating Expenses pursuant to this Section 5.03 (individually "Statement" or, collectively "Statements"), County shall have the right to audit Landlord's Operating Expenses and/or Real Estate Taxes as set forth on the Statement in the manner set forth below. If, within forty-five (45) days of County's receipt of any Statement from Landlord, County notifies Landlord in writing that County desires to audit or review Landlord's Operating Expenses or Real Estate Taxes, as the case may be ("Audit"), Landlord shall cooperate with County to permit any such Audit during normal business hours at the offices of Landlord and at County's sole cost and expense. In the event any such Audit reveals a discrepancy in County's favor, Landlord shall credit the amount of such discrepancy to the next payment(s) of Operating Charges or Real Estate Taxes, as the case may be, falling due under this Lease or, if the Lease Term has expired or is terminated and provided there are no sums due and owing to Landlord pursuant to the terms and conditions of this Lease, Landlord shall forward payment of any such net overpayment to County within thirty (30) days after the expiration or termination of the Lease Term. In the event any such Audit reveals a discrepancy in Landlord's favor, County shall pay the amount of the discrepancy to Landlord within ten (10) business days of completion of the Audit. Any such Audit may only be conducted by an independent accounting firm that is not being compensated by County on a contingency fee basis.

(d) **Landlord's Enforcement Costs.**

In the event that any payment of Basic Monthly Rent or Additional Rent is not paid by the tenth (10th) day of each calendar month, unless otherwise expressly specified herein, in which event if the same is not paid within five (5) days after its due date, Landlord, at its sole option, may assess a late charge equal to five percent (5%) of the Basic Monthly Rent and/or Additional Rent then due or One Hundred Dollars (\$100.00), whichever is greater, as liquidated damages for the additional administrative charges incurred by Landlord as a result of such late payment. Additional Rent shall include any and all expenses incurred by Landlord, including reasonable attorneys' fees, for the collection of monies due from County and the enforcement of County's obligations under the provisions of this Lease. Landlord and County recognize that the damage which Landlord shall suffer as a result of County's failure to pay any Minimum Annual Rent or Additional Rent is difficult to ascertain, said late charge being the best estimate of the damage which Landlord shall suffer in the event of County's late payment. This provision shall not relieve the County of the County's obligation to pay Minimum Annual Rent and Additional Rent at the time and in the manner herein specified. **Notwithstanding the foregoing, such late charge shall not be imposed the first two (2) times it would otherwise be due during any twelve (12) month period, provided the County shall make such payment within ten (10) days after written notice from Landlord that payment has not been timely received.**

(e) **Payment of Rent.**

Any Minimum or Additional Rent which is not paid when the same is due as specified in Section 5.03(c) herein shall bear interest at fifteen percent (15%) per annum or the highest legal rate, whichever is lower. Any payments of Minimum or Additional Rent by County or acceptance by Landlord of a lesser amount than shall be due from County to Landlord 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 and under a full reservation of all rights and remedies which Landlord may have against the County under this Lease, at law and in equity. Landlord shall have the right to apply any payment made by County to the satisfaction of any debt or obligation of County to Landlord according to Landlord's sole discretion and notwithstanding any instructions of County as to application of any such payment, whether such instructions be endorsed upon County's check or otherwise given. The acceptance by Landlord of a check or checks drawn by parties other than County shall not affect County's liability hereunder, nor shall it be deemed an approval of any assignment of this Lease by the County. Landlord shall not be required to accept the check of any person other than the County. County shall assume the risk of lateness or failure of delivery of mails, and no lateness or failure of mails excuses County from its obligation to have made the payment in question required under this Lease.

5.04 Percentage Rent.

INTENTIONALLY DELETED.

SECTION 6 -- SECURITY DEPOSIT.

INTENTIONALLY DELETED.

SECTION 7 -- USE AND TRADE NAME.

7.01 Permitted Use.

County shall use the Leased Premises for the singular purpose specified in Section 1.01(o) ("Permitted Use") and for no other purpose whatsoever and shall use the Leased Premises solely under the trade name specified in Section 1.01(n).

7.02 Prohibited Use.

County shall not use the Leased Premises to fill prescriptions, to sell or distribute prescription drugs or to operate a drug store, or shall not engage in any of the uses to which certain tenants in the Shopping Center have been granted an "Exclusive Right of Use" on the form attached hereto as Exhibit J. County shall not use or permit the Leased Premises to be used

for any other purpose or purposes or under any other trade name, style or designation without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed.

SECTION 8 -- MANNER AND HOURS OF OPERATION.

8.01 Manner and Hours of Operation.

County shall conduct County's business in the Leased Premises at all times in a manner consistent with reputable business standards and practices in good faith and in such manner that the reputation of the Shopping Center is furthered. The County will keep the Leased Premises open for business during the hours as specified in Section 1.01(p) during the Main Term (except for all government holidays which are celebrated in Montgomery County, Maryland) or such other hours designated by Landlord, from time to time, as the standard hours of operation for the Shopping Center ("Minimum Business Hours"). Under no circumstances shall the County be permitted to "go dark" in the Leased Premises, it being the express intent and agreement of the parties that the County's failure to operate the Leased Premises during the Minimum Business Hours at all times during the Main Term of this Lease shall constitute a material breach of this Lease and an "Event of Default" hereunder.

County shall keep the display windows and signs, if any, in the Leased Premises well lighted during the hours from sundown to dawn. From and after the Rent Commencement Date, County shall continuously operate and keep open to the public one hundred percent (100%) of the retail sales and display area of Leased Premises during the Minimum Business Hours. The County's merchandising displays shall be professional and neat in appearance. Any storage and office space within the Leased Premises shall not exceed twenty percent (20%) of the rentable square footage of the Leased Premises, shall exist only to the extent required for the Permitted Use conducted on the Leased Premises and shall not be used to service any other operation of the County.

8.02 Other Locations.

INTENTIONALLY DELETED.

SECTION 9 -- COMPLIANCE WITH LAWS, FIRE INSURANCE, CONDITION OF PROPERTY, ETC.

9.01 Compliance With Laws.

County shall not do, or permit anything to be done in the Leased Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Shopping Center, or invalidate or conflict with fire insurance policies on the Shopping Center, fixtures or on property kept therein, or obstruct or interfere with the rights of the Landlord or of other tenants, or in any other way injure or annoy Landlord or the other tenants, or subject Landlord to any liability for injury to persons or damage to property, or interfere with the good order of the Shopping Center. County shall comply with all present and future federal, state and local laws, ordinances (including zoning ordinances and land use requirements), rules, statutes, regulations and orders concerning the use, occupancy, facilities in and condition of the Leased Premises and all machinery, equipment, facilities, entrances thereto, exits therefrom and furnishings therein, including, without limitation, the Americans With Disabilities Act, as well as requirements of the appropriate agencies, officers, boards, and board of fire underwriters and/or fire insurance rating organization, and safety recommendations of Landlord's insurance carrier; and all declarations, covenants and restrictions applicable to County's use or occupation of the Leased Premises whether such notice shall be served on Landlord or the County. The County agrees that any increases of fire insurance premiums on the Shopping Center or contents caused by the occupancy of the County shall be deemed Additional Rent and paid as they accrue.

9.02 Environmental Protection.

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

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

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

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

9.03 Indemnification.

INTENTIONALLY DELETED.

SECTION 10 -- RULES AND REGULATIONS.

The rules and regulations ("Rules and Regulations") attached to this lease as Exhibit F are hereby made a part of this Lease and are incorporated into this Lease by reference as if set forth verbatim herein. County agrees to comply with and observe the Rules and Regulations. County's failure to keep and observe said Rules and Regulations shall constitute a material breach of the terms of this Lease in the same manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said Rules and Regulations and to adopt and promulgate additional reasonable rules and regulations applicable to the Leased Premises and the Shopping Center. Thirty (30) days prior written notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to County, and County agrees thereupon to comply with and observe all such reasonable Rules and Regulations.

SECTION 11 -- UTILITIES.

11.01 Charges.

Commencing on the Delivery Date, as defined in Section 3.02 herein and continuing

thereafter throughout the Lease Term, County, at its own expense, shall arrange with, and shall promptly pay to, the appropriate utility companies for all hook-up and disconnect charges as well as all of County's consumption of water, sewer, electricity, gas, telephone service and any and all other utilities furnished to the Leased Premises. County shall promptly make all deposits for meters and utility services. County shall notify said utility service that it desires said service in its own name and that all bills for same are to be directed to County. County's failure to make prompt payments as and when due shall not affect County's obligation for County's prompt performance under the Lease. Notwithstanding the foregoing, Landlord, at County's expense, shall have the option, exercisable in Landlord's sole and absolute discretion, to install or cause to be installed, separate meters or submeters necessary for the calculation of water, electricity, gas or any other utility used, consumed or supplied to the Leased Premises and County shall pay to Landlord upon demand as Additional Rent for all charges associated with any and all such utilities furnished to the Leased Premises. If any of County's utilities are separately metered and/or sub-metered, then County shall permit Landlord or Landlord's designee access to the Leased Premises, at least one (1) time each month, for the purpose of reading any such meters and/or sub-meters. In the event any such utilities are not separately metered, Landlord shall prorate any such utilities on an equitable basis as determined by the Landlord, in the Landlord's sole and absolute discretion. County covenants that it shall, at all times, keep the Leased Premises heated at no less than 60 degrees F., unless expressly ordered by an appropriate governmental authority to heat to a lesser temperature.

Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electric service, gas service or other utilities or to continue to contract for service from the service provider currently providing service (variously, "Utility Service Provider"). In conjunction therewith, County shall cooperate with Landlord and Utility Service Provider at all times and, as necessary, shall allow Landlord and/or Utility Service Provider reasonable access to the Shopping Center's electric lines, feeders, risers, wiring, plumbing lines, and any other machinery or equipment that may be located within the Leased Premises.

11.02 Interruption of Service.

In no event shall Landlord be liable to County for any interruption or failure in the supply of any such utilities to the Leased Premises unless directly caused by the gross negligence or willful misconduct by Landlord or Landlord's agents or employees. Landlord reserves the right to interrupt service of any utilities furnished to the Leased Premises including, but not limited to, heat, plumbing, air conditioning, cooling, electric, and sewer and water systems, when and as necessary, by reason of accident, or of repairs, alterations or improvements which in the sole and absolute judgment of Landlord are desirable or necessary to be made, until such repairs, alterations or improvements shall have been completed; and Landlord shall have no responsibility or liability for failure to supply utilities to the Leased Premises including, but not limited to, heat, plumbing, air conditioning, cooling, electric, and sewer and water service, or other service or act for the benefit of County, when prevented from so doing by strikes, accidents or by any other causes beyond Landlord's reasonable control, or by orders or regulations of any federal, state, county, or municipal authority, or by any failure to receive suitable fuel supply, or inability by exercise of reasonable diligence to obtain the regularly-used fuel or other suitable substitute. Further, Landlord shall not be liable or responsible for any loss, damage, or expense of any nature whatsoever that County may incur or sustain by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy or the gas service or other utility service furnished to the Leased Premises, or if the quantity or character of the electric energy or gas service or other utility service supplied by Utility Service Provider is no longer available or suitable for County's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle County to any abatement or diminution of Minimum Annual Rent or Additional Rent, or relieve County from any of its obligations under this Lease. In the event of any interruption or failure in the supply of any utilities to the Leased Premises that is directly caused by the gross negligence or willful misconduct by Landlord or Landlord's agents or employees, County's damages and all rights and remedies with regard thereto shall be limited to an abatement of the Minimum Annual Rent due hereunder on a per diem basis for each day during which the Leased Premises are rendered wholly unusable as a result of any such interruption or failure in supply of any utilities to the Leased Premises.

SECTION 12 -- LANDLORD'S RIGHT OF ENTRY.

Landlord and Landlord's agents, employees, contractors and representatives shall have the right to enter the Leased Premises upon reasonable prior notice to County to examine the same, and to show the Leased Premises to prospective purchasers or (in the last twelve (12) months of the Lease Term) to prospective lessees, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be permitted to take all material into and upon the Leased Premises that may be required therefor without the same constituting an eviction of County in whole or in part and no Minimum Annual Rent or Additional Rent or other payments hereunder shall be abated while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of County or otherwise. Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Leased Premises at all times during an emergency, without notice to County. Notwithstanding the foregoing, in the event that: (i) Landlord, its agent, employees, contractors or representatives enter the Leased Premises to make repairs, alterations, improvements or additions pursuant to the terms and conditions of this Section 12; and (ii) such repairs, alterations, improvements or additions are not made at the request of the County; and (iii) the repairs, alterations, improvements or additions continue for shall continue for more than two (2) consecutive business days; and (iv) such repairs, alterations, improvements or additions render all or any portion of the retail/selling area of the Leased Premises (i.e. – excluding any administrative or storage areas in the Leased Premises) (“Sales Area”) unusable for the normal conduct of County’s business then all Minimum Annual Rent shall be abated from and after the third (3rd) consecutive business day until the County’s use of the entire retail/selling area of the Leased Premises has been fully restored.

SECTION 13 -- CONDITION AND MAINTENANCE OF LEASED PREMISES.

13.01 County's Responsibility.

County shall maintain the Leased Premises in the same good and orderly condition in which it was delivered to County and shall return same to Landlord at the Expiration Date or at the earlier termination of this Lease in accordance with the terms and conditions of this Lease, ordinary wear and tear excepted. County shall not use the plumbing facilities for any purpose other than that for which they were constructed. County shall, at all times, keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. County shall be responsible for the full cost of all maintenance, preventative maintenance and repair of the interior of the Leased Premises, including the doors, windows, screens, floors, walls, ceilings, pipes, wires, conduits and other equipment and fixtures located in or traversing the Leased Premises. County shall be responsible for the performance and payment of any and all repairs, preventive maintenance and replacement of the heating, ventilation and air conditioning system installed in the Leased Premises. County, at its sole expense, will throughout the term of this Lease obtain and keep in force a maintenance contract with a qualified service company to regularly inspect and perform maintenance and repair services to the heating, ventilating and air-conditioning system serving the Leased Premises. All glass, both exterior and interior, shall be maintained in the Leased Premises at the sole risk and cost of County and County agrees to replace any glass promptly at its sole expense in the event of breakage. Additionally, County shall maintain the sidewalks directly in front of the Leased Premises free and clear of dirt, trash, debris, ice, snow and other obstructions. County shall keep the Leased Premises free of insects, rodents, vermin and other pests and shall provide Landlord with a copy of any service contract entered into by County for such services. County shall be responsible, at County’s sole cost and expense, for the performance of pest control services in the Leased Premises when and at such intervals as deemed necessary by Landlord and, if by reason of any infestation of the Leased Premises by insects, rodents and vermin or other pests, any other premises in the Shopping Center becomes infested by any such condition, County shall be responsible for exterminating any such condition from such other infested areas, all at County’s sole cost and expense. County shall perform, at County’s sole cost and expense, daily trash removal from the Leased Premises to dumpsters in locations designated by Landlord, it being understood and agreed that Landlord shall contract with a trash collection service for the collection and removal of trash from designated dumpster sites at the Shopping Center. County shall pay to Landlord, monthly, as Additional Rent, its allocable share of the trash collection fee as reasonably determined by Landlord. County agrees to comply, at its expense, with all federal,

state and local laws and regulations on the collection, sorting, separation and recycling of trash into whatever categories prescribed by law or regulation. In the event that County fails to separate its trash, as required by law and/or regulation, Landlord may refuse to have such trash collected, and in such event, County shall be responsible for any and all costs in connection with the collection and removal of such trash. If either Landlord or County shall be fined or penalized because County's trash is not properly sorted, County shall pay any and all costs in connection therewith as Additional Rent. County shall, at County's sole expense, repair any area within the Leased Premises or the Shopping Center damaged by County, County's agents, employees and visitors, provided that County obtains Landlord's prior approval with respect to the method and quality of any such repair. If County shall not promptly and diligently make any repairs or perform its obligations as set forth above within five (5) days after written notice from Landlord or such shorter notice or no notice as may be reasonable under the circumstances, Landlord may enter the Leased Premises and perform any such obligations on County's behalf without liability on the part of Landlord for any loss or damage resulting from such action, and County shall pay to Landlord upon demand as Additional Rent any expense incurred by Landlord in taking such action. Notwithstanding the foregoing, in the event that County cannot make any such repairs or perform any such obligations as set forth above within five (5) days after written notice from Landlord, County shall not be in default with regard to the foregoing provision provided that County shall commence to make any such repairs and to perform any such obligations within five (5) days after notice thereof from Landlord and shall continuously and diligently use "best efforts" to complete same.

13.02 Landlord's Responsibility.

Landlord shall maintain in good order and repair the roof, and the foundation. In the event that any damage to the roof or foundation is caused by the negligence or willful act of County or any of County's concessionaires, licensees, officers, employees, or contractors or subtenant(s), County shall pay all costs and expenses incurred by the Landlord arising from or associated therewith as Additional Rent. County covenants to advise Landlord in writing immediately of any damage to the Leased Premises or Shopping Center or of any defect or repairs required to be made by Landlord pursuant to this Lease of which the County has knowledge of.

SECTION 14 -- ALTERATIONS OR IMPROVEMENTS BY COUNTY.

Except for the performance of County's Work as described in Exhibit D, County shall not paint, decorate or erect any partitions, or make any alterations or improvements in the Leased Premises, or do any nailing, boring or screwing into the ceilings, walls or floors thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing and anything contained herein to the contrary, County shall not perform any alterations, additions, improvements or modifications to the Leased Premises which affect any structural element of the Leased Premises including, but not limited to, the roof and any electrical, plumbing and/or mechanical systems without the prior written consent of Landlord which consent may be withheld in the Landlord's sole and absolute discretion. Any additions, improvements, alterations and/or installations on or with respect to the Leased Premises permitted hereunder must conform to all rules and regulations established from time to time by the Board of Fire Underwriters having jurisdiction or any similar body exercising similar functions, and to all federal, state and local laws, rules, regulations, ordinances and requirements including, but not limited to, the Americans with Disabilities Act. It is further understood and agreed that any additions, improvements, alterations and/or installations to the Leased Premises other than by Landlord shall be conducted on behalf of County and not on behalf of Landlord, and that County shall not be deemed to be the agent of Landlord. County shall procure all necessary permits before making any additions, improvements, alterations and/or installations and shall employ materials of good quality and shall perform such work in a good and workmanlike manner. All plans and specifications for any alterations shall be submitted to Landlord in advance, regardless of whether Landlord's approval is required, and Landlord may thereafter monitor construction through completion. Landlord may post on and about the Leased Premises notices and give notices that Landlord shall not be liable on account of any damage or claim in connection with such construction, and County shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials,

prior to beginning such construction. Landlord's right to review plans and specifications and monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules, or regulations. At Landlord's request, County shall obtain payment and performance bonds for any alterations which bonds shall be delivered to Landlord prior to commencement of work on the alterations and shall be in form and substance satisfactory to Landlord, in the Landlord's reasonable discretion. Within thirty (30) days after completion of any alteration and/or installation, County shall deliver to Landlord as-built drawings depicting such alterations and/or installation. Immediately following the completion of any work, County agrees to obtain and deliver to Landlord written, unconditional waivers of mechanic's and materialmen's liens against the Leased Premises, the Shopping Center and the land upon which it is situated from all work, labor, and services to be performed and materials to be furnished in connection with such additions, improvements, alterations and/or installations to the Leased Premises. County hereby agrees that all alterations and improvements made in, to, or on the Leased Premises shall, at the option of the Landlord, be the property of Landlord and shall remain upon and be surrendered with the Leased Premises on the Expiration Date or other termination of this Lease. At Landlord's request, all alterations and improvements to the Leased Premises made during the Lease Term including, but not limited to, the County's Work, shall be removed by County at County's sole cost, and in such event the Leased Premises shall be restored by County on or before the Expiration Date to the condition that existed as of the Delivery Date, ordinary wear and tear excepted. In the event County fails to remove its alterations and improvements as herein provided, Landlord shall have the right to so remove said alterations and improvements and to restore the Leased Premises at County's sole cost and expense.

SECTION 15 -- COMMON AREAS.

15.01 Common Areas Defined.

In this Lease, "Common Areas" means all areas, facilities and improvements provided, from time to time, in the Shopping Center for the mutual convenience and use of tenants or other occupants of the Shopping Center, their respective agents, employees, and invitees and shall include, if provided, but not limited to, the parking areas and facilities, access roads, driveways, retaining walls, sidewalks, walkways, loading docks, delivery and pick-up areas, landscaped areas, exterior lighting facilities, comfort stations and public washrooms (if any).

15.02 Landlord's Control.

Landlord shall, as between Landlord and County, at all times during the Lease Term have the sole and exclusive control, management and direction of the Common Areas. Landlord may, at any time and from time to time during the Lease Term, exercise such control and management of and over the Common Areas including, but not limited to, the following: (i) establish, amend and enforce reasonable rules and regulations for the Common Areas; (ii) change the sizes, locations, shapes, arrangements, areas and facilities of the Common Areas; (iii) restrict parking by County's employees to designated areas; (iv) construct surface, subsurface or elevated parking areas and facilities; (v) establish and change the level or grade of parking surfaces; (vi) enforce parking charges (by meters or otherwise) with appropriate provisions for ticket validating; (vii) close any Common Areas temporarily to perform maintenance, make repairs or changes; (viii) prevent the acquisition of public rights therein (ix) discourage non-customer parking; (x) remove from the Common Areas trespassers or others who, in Landlord's sole discretion, are disruptive to the ordinary use of the Shopping Center; (xi) perform any and all such other acts in the Common Areas and for any and all such other purposes as Landlord, in its sole discretion deems advisable provided no such action by Landlord materially and substantially interferes with the ability of County to conduct its Permitted Use in the Leased Premises. Landlord agrees that none of the foregoing shall materially adversely interfere with access to the Leased Premises from the Common Areas or reduce the parking facilities below the minimum parking required by applicable codes. Notwithstanding the foregoing and in addition to all other rights that Landlord has under this Lease, Landlord shall be permitted, subject to all applicable laws and codes, to limit access to the Common Areas and/or reduce the parking facilities on a temporary basis and as required for the performance by Landlord, its agents and/or contractors of any work at the Shopping Center. All Common Areas and facilities therein are to be used and

occupied under a non-exclusive license, and if the amount of such areas are diminished on such a temporary basis, Landlord shall not be subject to any liability nor shall County be entitled to any compensation or diminution or abatement of Minimum Annual Rent or Additional Rent, nor shall such diminution of such areas be deemed constructive or actual eviction. The rights of County in and to the Common Areas shall at all times be subject to the rights of others to use the same in common with County, and it shall be the duty of County to keep all of said areas free and clear of any obstructions created or permitted by County or resulting from County's operation.

15.03 Changes and Additions to Buildings, Additional Construction.

At any time, and from time to time, Landlord may make alterations or additions to, and build additional stories on, the Shopping Center, including, but not limited to, the building in which the Leased Premises are located and build in or on the areas adjoining the Leased Premises, including, without limitation, the Common Areas. Landlord also reserves the right, exercisable in the Landlord's sole and absolute discretion, at any time and from time to time, to construct other buildings or improvements, demolish existing improvements, to add to existing buildings or facilities in the Shopping Center, to expand, redesign and/or subdivide the Shopping Center, and to permit others to do so, from time to time. Further, Landlord reserves the right, exercisable in the Landlord's sole and absolute discretion, at any time and from time to time, to enlarge the Shopping Center by an addition of land and/or buildings or by enlargement of existing buildings. County hereby expressly consents to any such addition, demolition, expansion, redesign or enlargement as well as any additional construction in the Shopping Center including, but not limited to, any parking area, the Common Areas and any airspace. Any such addition or enlargement shall be deemed part of the Shopping Center and County's Proportionate Share shall be adjusted accordingly. In addition, Landlord has the right, in Landlord's sole and absolute discretion, at any time and from time to time, to remodel the Shopping Center and any and all improvements in the Shopping Center including, but not limited to, changing the roof, altering any and all parking areas, any and any and all Common Areas and/or any exterior surfaces of the Shopping Center. County understands that during any such remodeling it may be necessary to remove County's existing sign. During any such remodeling, County shall cooperate with Landlord and execute any documentation reasonably required or desirable to facilitate such work. County understands that it may be necessary to erect scaffolds or other construction equipment during any such work, but access to the Leased Premises shall not be denied.

Notwithstanding anything contained in this to the contrary, in the event that the Landlord should undertake at anytime during the "Extension Term", as that term is defined herein, a general redevelopment or renovation encompassing more than thirty three percent (33%) of the overall Shopping Center or more than thirty percent (30%) of the building in which the Leased Premises are located, then in either case Landlord may terminate this Lease upon not less than six (6) months written notice to County of its intention to terminate the Lease. Upon such termination, all rights and obligations of the parties shall cease as if the termination date was the date that the Lease Term naturally expired and County shall remain liable for all monies owed up to the date of termination and such liability shall survive termination.

County agrees that Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas, and of making such changes, rearrangements, additions or reductions therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interest of all persons using the Common Areas or which are as a result of any federal, state or local environmental protection or other law, rule, regulation, guideline or order. Landlord reserves the right, during the Lease Term, to designate certain portions of the parking lot as "exclusive" or "reserved" parking areas for particular tenants of the Shopping Center and/or their invitees, provided at all times there shall be adequate non-exclusive parking to service all tenants of the Shopping Center as determined by the Landlord, in the Landlord's sole and absolute discretion, subject to all applicable laws. The purpose of the site plan attached hereto as Exhibit A is to show the approximate locational relationship of the Leased Premises to other units in the Shopping Center and the Common Areas as of the Delivery Date. Nothing described in Exhibit A shall limit or prevent Landlord from effecting any change or alteration to the Shopping Center as described herein.

SECTION 16 -- CONSTRUCTION.

16.01 Landlord's Construction.

Landlord shall, at its cost and expense, perform the Landlord's Work in the Leased Premises in accordance with plans and specifications prepared by Landlord or Landlord's architect, incorporating in such construction all items of Landlord's Work described in Exhibit C.

16.02 County's Construction.

Any work in or upon the Leased Premises other than the items of Landlord's Work specifically enumerated in Exhibit C shall be County's Work and shall be performed in accordance with Exhibit D, by County at its sole cost and expense and in accordance with the terms and conditions of this Lease. County shall co-ordinate County's work with Landlord's contractor and in the event of any problems with such co-ordination, Landlord's contractor's decisions regarding said problems shall control. Any equipment or work other than those items of Landlord's Work specifically enumerated in said Exhibit C which Landlord or its contractor installs or constructs in the Leased Premises on County's behalf and upon County's prior written authorization shall be paid for by County as Additional Rent within fifteen (15) days after receipt of a bill from Landlord's contractor.

SECTION 17 -- SIGNS, AWNINGS AND CANOPIES.

County will not place or suffer to be placed or maintained on or within eighteen inches from the interior plane of any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on or within eighteen inches from the interior plane of the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. All signs to be maintained on the exterior of or in the Leased Premises as required by Exhibit F, attached hereto and made a part hereof, shall conform to the sign criteria stated in Exhibit F. County further agrees to maintain in good condition, repair and replace, at County's sole cost and expense, at all times such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved by Landlord. All of County's signs shall conform to all applicable law and shall not be installed unless it has first been approved by Landlord in writing with respect to the location and manner of installation, which approval shall not be unreasonably withheld, conditioned or delayed. If County fails to so erect a sign, or removes its sign and fails to replace it at any time during the Lease Term for a period of fifteen (15) days or more after written notice from the Landlord, then such failure shall be deemed to be a material default under this Lease. All permits for permitted signs shall be procured and paid for by County. County shall not display any "going out of business" sign or similar signage without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any failure of Landlord to enforce its rights under this Section shall not constitute a waiver for that offense or any later offense or failure to procure prior written consent. Prior to vacating the Leased Premises, County shall remove all signs and repair, paint, and/or replace, to Landlord's specifications, the building fascia surface to which its signs are attached. Any of said items so installed without such written approval and consent may be removed by Landlord at County's expense. Landlord shall have the right, from time to time, to change, modify and amend the sign criteria and County shall, at County's sole cost and expense, conform all of County's exterior signs pursuant thereto and as requested in writing by Landlord. County shall so conform said signs within sixty (60) days of County's receipt of written notice to do so. Landlord agrees that the County's storefront sign shall contain the County's trade name and the County Seal, however, all of County's signs shall comply with the Landlord's sign requirements for the Shopping Center as set forth in this Lease generally and Exhibit F to this Lease specifically.

SECTION 18 -- ASSIGNMENT AND SUBLETTING.

County shall not assign, mortgage or encumber this Lease, or any right hereunder, nor sublet the Leased Premises or any part thereof, nor permit the Leased Premises to be used by other than County. In the event of any assignment of the Lease or sublet of the Premises by the County as set forth in the preceding sentence, the County expressly acknowledges and affirms that the Permitted Use shall not change with regard to any sublessee or assignee (i.e. – another department within the County) without the prior written consent of the Landlord, which consent shall be given or withheld in the Landlord's sole and absolute discretion.

SECTION 19 -- DEFAULT.

A. Default by the County: Each of the following will constitute an "Event of Default": (1) the County fails to pay any Minimum Annual Rent or Additional Rent when due, and the same continues for ten (10) days after written notice from the Landlord; or (2) the County is in violation of any federal, state, county or local law or regulation involving the use or conduct of its business in or on the Leased Premises; or (3) the County is using the Shopping Center or the Leased Premises for an unlawful purpose; or (4) the County is engaging or has engaged in conduct that would increase the danger of fire or other casualty to the Shopping Center or the Leased Premises or that could result in an increase of insurance premiums or cancellation of insurance coverage; or (5) the County fails to observe or perform any other material term, condition or covenant under this Lease binding upon or obligating the County within thirty (30) days after notice from the Landlord specifying the failure (or, in the case of any such failure which cannot with due diligence be cured within thirty (30) days, within such additional period, if any, as may be reasonably required by the County to cure such failure with due diligence).

B. Default by the Landlord: If the Landlord or the Landlord's successors and/or assigns shall fail or neglect to keep and perform each and every one of the Landlord's covenants, conditions and agreements as contained in this Lease, and such failure or neglect is not remedied within thirty (30) days (or longer period as may reasonably be required to correct the default with exercise of due diligence) after receipt of written notice by the Landlord specifying the default, then Landlord shall be in default of this Lease and the County will pursue legal remedies available to the County including actions necessary to mitigate damages and any action for damages.

County agrees to simultaneously furnish via certified mail, postage prepaid, return receipt requested to any mortgagee, lender, deed of trust holder and ground lessor of which County has notice copies of any notices of default and any other notices delivered by County to Landlord in connection with this Lease, and no such notice shall be effective unless and until a copy of it is sent to every such mortgagee, lender, deed of trust holder and ground lessor. Each such lender, deed of trust holder, mortgagee and ground lessor shall have the right (but not the obligation) to cure any default by Landlord within the same time period afforded to Landlord to cure any such default as provided for herein.

SECTION 20 -- LANDLORD'S RIGHTS UPON COUNTY'S DEFAULT.

A. Upon occurrence of an Event of Default by the County, the Landlord shall be entitled to all remedies available under this Lease, at law and in equity, including, but not limited to, the right to terminate the Lease, the right to re-let the Premises and the right to collect from County all past due amounts under this Lease, all through appropriate proceedings brought in a court of competent jurisdiction located in Montgomery County, Maryland.

B. In the event of any deficiency in the payment of any Minimum Annual Rent or Additional Rent during the Lease Term which is not cured by the County within ten (10) days after written notice thereof from the Landlord, the Landlord may, by appropriate legal or equitable proceedings and in addition to all other rights, claims and remedies available to it under this Lease, at law and in equity, recover from the County all outstanding sums due under this Lease plus late fees in an amount equal to five percent (5%) of the then overdue installment of Minimum Annual Rent and/or Additional Rent.

C. In the event that proceedings shall at any time be commenced for recovery of possession of the Leased Premises and a compromise or settlement shall be effected either before or after judgment whereby the County shall be permitted to retain possession of the Leased Premises, then such proceedings do not constitute a waiver of any condition or agreement contained in this Lease or of any subsequent breach of this Lease. No waiver of any breach of any condition contained in this Lease shall be construed to be a waiver of that condition or of any subsequent breach of this Lease.

SECTION 21 -- ADDITIONAL LANDLORD'S REMEDIES.

INTENTIONALLY DELETED.

SECTION 22 -- REMEDIES CUMULATIVE.

All rights and remedies of the parties as herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or in equity and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. The waiver by either party of any breach of this Lease shall not constitute a waiver of the term, covenant or condition breached or of any subsequent breach of the same or any other term, covenant or condition of this Lease; and the acceptance of payment of any Minimum Annual Rent or Additional Rent during the continuance of any breach of this Lease shall not constitute a waiver of such breach. Any sums due either party hereunder may be recovered by such party by any legal or equitable action or process as may at the time be in operation and force relating to proceedings between landlords and tenants.

SECTION 23 -- BANKRUPTCY. INTENTIONALLY DELETED.

SECTION 24 -- SUBORDINATION.

24.01 General.

County agrees that this Lease is subject and subordinate to the lien of any first mortgages, deeds of trust, ground or underlying lease(s) now on or which at any time may be made a lien upon or otherwise affect the Shopping Center, or any part thereof and to all advances made thereunder, as well as renewals, modifications, consolidations, replacements and extensions of the same. This subordination provision shall be self-operative and no further instrument of subordination shall be required. County agrees to execute and deliver to Landlord within thirty (30) days after receipt thereof, a Subordination Agreement in the form attached as Exhibit I.

24.02 Attornment.

If the interest of Landlord shall be transferred to and owned by a Mortgagee by reason of foreclosure or other proceedings or by any other manner, then County shall be bound to said Mortgagee under all the terms, covenants and conditions of this Lease for the balance of the term thereof remaining and any extension or renewals thereof which may be effected in accordance with any option therefore, with the same force and effect as if the Mortgagee were the landlord under this Lease, and County does hereby attorn to: (i) Mortgagee when in possession of the Leased Premises; (ii) a receiver appointed in any action or proceeding to foreclose the Mortgage; (iii) any party acquiring title to the Shopping Center and/or; (iv) any other successor to Landlord; said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee's or such other party succeeding to the interest of the Landlord under this Lease; provided, however, that County receives written notice from Mortgagee or such other party that it has succeeded to the interest of the Landlord under this Lease.

SECTION 25 -- ESTOPPEL CERTIFICATES.

County agrees, at any time and from time to time, upon not less than twenty (20) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord an Estoppel Certificate in the form as attached as Exhibit J. Any such statement delivered pursuant hereto may be relied upon by an owner of the Shopping Center, any prospective purchaser of the Shopping Center, any mortgagee or prospective mortgagee of the Shopping Center, or of Landlord's interest therein, or any prospective assignee of any such mortgage.

SECTION 26 -- DAMAGE BY FIRE OR OTHER CASUALTY.

(a) Landlord's Rights to Terminate. County shall give immediate written notice to Landlord in case of any fire or other damage to the Leased Premises. If any of the following events shall occur during the Lease Term, then Landlord may terminate this Lease by delivering written notice to County within ninety (90) days after the occurrence of any such event, and upon the date specified in such notice, which shall be not less than thirty (30) days nor more than ninety (90) days after the giving of such notice, this Lease shall terminate:

- (i) the Leased Premises shall be damaged by fire or other casualty to the extent of more than twenty-five percent (25%) of the replacement cost of the Leased Premises, or
- (ii) any portion of the Shopping Center shall be damaged by fire or other casualty to the extent of more than ten percent (10%) of the aggregate replacement cost of the entire Shopping Center, or
- (iii) the net insurance proceeds (after deducting all expenses in connection with obtaining the same) shall, by reasonable anticipation, be insufficient to pay for the repair or restoration work to be done by Landlord.

Notwithstanding anything to the contrary set forth in this Section, Landlord shall not be obligated to repair, restore, or reconstruct the Leased Premises or any portion of the Shopping Center if any of the following conditions shall exist: (i) the holder of the first deed of trust, security agreement or mortgage which encumbers the Shopping Center elects not to permit the insurance proceeds payable upon the damage or destruction of the Leased Premises or Shopping Center to be used for repair, restoration, or reconstruction; or (ii) the damage or destruction is not fully covered by insurance maintained by Landlord or for Landlord's benefit; or (iii) the damage or destruction occurs during the last twenty-four (24) months of the Lease Term; or (iv) an Event of Default, or an event which with the passage of time or giving of notice would become an Event of Default, exists under this Lease; or (v) County has ceased doing business or vacated the Leased Premises before the casualty. Upon the existence of any of the foregoing conditions, Landlord may terminate this Lease by delivering written notice to County within one hundred twenty (120) days after the occurrence of the damage or destruction.

(b) County's Right to Terminate. If during (a) the Lease Term the Leased Premises shall be damaged by fire or other casualty to the extent of more than fifty percent (50%) of the replacement cost of the Leased Premises, or (b) the last year of the Lease Term the Leased Premises shall be damaged by fire or other casualty to the extent of more than twenty five percent (25%) of the replacement cost of the Leased Premises, the County may terminate this Lease by delivering written notice to Landlord before Landlord commences any repair or restoration work and in any event within thirty (30) days after the date of occurrence of such damage and this Lease shall terminate upon the giving of such notice. County's termination right shall not apply if the damage was caused by County and/or, its agents, employees or contractor's negligence or willful misconduct.

(c) Minimum Annual Rent and Additional Rent. In the event that any damage, fire or other casualty occurs to the Leased Premises pursuant to this Section, then, in that event, Minimum Annual Rent or Additional Rent payable under this Lease during the period of repair

or reconstruction in the event of any damage by fire or other casualty shall abate in proportion to that portion of the Sales Area of the Leased Premises that is rendered unusable by County for County's Permitted Use, as determined by the County in the County's reasonable discretion. In the event that only a portion of the Sales Area of the Leased Premises is rendered unusable by the County as a result of any damage, fire or other casualty pursuant to this Section, County shall continue to operate its business from the Leased Premises to the fullest extent possible, and to the extent permitted by law, County waives any right to terminate this Lease by reason of damage or casualty loss.

(d) Restoration. If this Lease shall not be terminated pursuant to the terms set forth herein after damage by fire or other casualty: (i) promptly after receipt of the insurance proceeds for such damage, Landlord shall proceed with the restoration of the Leased Premises and the Shopping Center to substantially the condition in which the same existed prior to the damage with such changes as Landlord may desire to make, provided, however, Landlord shall not be required to reconstruct any of the County's Work, if any, or any other leasehold improvements, or to restore or replace County's stock in trade, furniture, furnishings, removable floor coverings, equipment, signs, chattels, inventory, contents, Trade Fixtures and any other personal property of County; and (ii) County promptly shall proceed with restoration or replacement of County's leasehold improvements, stock in trade, furniture, furnishings, removable floor coverings, equipment, signs, chattels, inventory, contents, Trade Fixtures and any and all other personal property of County and decorations in and around the Leased Premises. County's liability for restoration or replacement shall not be limited to insurance proceeds, subject to the County's ability to appropriate funds subject to Section 52, Non-Appropriation.

SECTION 27 -- CONDEMNATION.

If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of condemnation, eminent domain or expropriation, or in the event of conveyance of the whole of the Leased Premises in lieu thereof, this Lease shall terminate as of the day possession shall be taken by such authority. If 25% or less of the floor space of the Leased Premises shall be so taken or conveyed, this Lease shall terminate only in respect of the part so taken or conveyed as of the day possession shall be taken by such authority. If more than 25% of the floor space of the Leased Premises shall be so taken or conveyed, this Lease shall terminate only in respect of the part so taken or conveyed as of the day possession shall be taken by such authority, but either party shall have the right to terminate this Lease upon notice given to the other party within 30 days after such taking of possession. If more than 15% of the GLA of the Shopping Center shall be so taken or conveyed, or if so much of the parking facilities shall be so taken or conveyed that the number of parking spaces necessary, in Landlord's sole judgment, for the continued operation of the Shopping Center shall not be available, then in any such event Landlord may, by written notice to County, terminate this Lease as of the day possession shall be taken. If this Lease shall continue in effect as to any portion of the Leased Premises not so taken or conveyed, the Minimum Annual Rent and Additional Rents shall be computed as of the day possession shall be taken on the basis of the remaining floor space of the Leased Premises. Except as specifically provided herein, in the event of any such taking or conveyance there shall be no reduction in Minimum Annual Rent or Additional Rent. If this Lease shall continue in effect, Landlord shall, at its expense but only to the extent of the net award or other compensation (after deducting all expenses in connection with obtaining same) available to Landlord for the improvements taken or conveyed (excluding any award or other compensation for land or for the unexpired portion of the term of any ground or underlying lease) make all necessary alterations so as to constitute the remaining Shopping Center a complete architectural and tenantable unit, except for County's stock in trade, Trade Fixtures, furniture, furnishings, removable floor coverings, equipment, signs and other property, and County shall make all alterations or replacements to its stock in trade, Trade Fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other property of County and decorations in and around the Leased Premises. All awards and compensation for any taking or conveyance, whether for the whole or a part of the Shopping Center, the Leased Premises or otherwise, shall be the property of Landlord, and County hereby assigns to Landlord all of County's right, title and interest in and to any and all such awards and compensation, including, without limitation, any award or compensation for the value of the unexpired portion of the Lease Term. County shall be entitled to claim, prove and receive in the condemnation proceeding such award or compensation as may be allowed for its Trade Fixtures and for loss of

business, good will, depreciation or injury to and cost of removal of stock in trade, but only if such award or compensation shall be made by the condemning authority in addition to, and shall not result in a reduction of, the award or compensation made by it to Landlord.

SECTION 28 -- LANDLORD'S RESERVED RIGHTS.

In addition to all other rights and remedies reserved by Landlord pursuant to the terms and conditions of this Lease, the Landlord reserves the following rights:

- i. To decorate, remodel, repair, alter or otherwise prepare the Leased Premises for reoccupancy during the last ninety (90) days of the Lease Term, if during or prior to that time County vacates the Leased Premises; and
- ii. Upon prior written notice to the County, during the last three (3) months prior to the expiration of this Lease Term (including any renewal term), Landlord may place upon the Leased Premises "To Let" or "For Sale" notices, which notices County shall permit to remain thereon without molestation. County shall use reasonable efforts to cooperate with the Landlord with regard to the placement of any signs in the Leased Premises by the Landlord pursuant to this Section.
- iii. Use of and access to the roof over the Leased Premises and the building containing the Leased Premises is reserved exclusively to Landlord; provided, however, County or its contractors shall, after seven (7) days prior written notice to Landlord, be permitted access to the roof to service, repair or replace any rooftop heating, ventilating and air conditioning equipment for which County is responsible under this Lease. Landlord may, at Landlord's option, have a representative, agent, employee and/or contractor present to supervise and direct any access to and/or work performed on the roof of the building in which the Leased Premises are located by County or County's contractors.

Nothing herein contained shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever including, but not limited to, the care, maintenance or repair of the Leased Premises or any part which are not expressly provided for in this Lease.

SECTION 29 -- LANDLORD'S LIABILITY.

If Landlord or any successor in interest to Landlord shall be an individual, joint venture, tenancy in common, firm or partnership, general or limited, there shall be no personal liability on such individual, firm, partnership, joint venture with respect to any of the provisions of this Lease or any obligations arising therefrom in connection therewith, except for the gross negligence or criminal acts committed by such individual, firm, partnership, or joint venture of Landlord. The County and its successors and assigns, shall look solely to the equity of the then owner of the Shopping Center for the satisfaction of remedies by County or any other party in the event of a breach by the Landlord of any of its obligations hereunder except for the gross negligence, willful misconduct or criminal acts committed by such individual, firm, partnership, or joint venture of Landlord.

SECTION 30 -- COUNTY'S LIABILITY.

INTENTIONALLY DELETED.

SECTION 31 -- INDEMNITY.

INTENTIONALLY DELETED.

SECTION 32 – COUNTY’S INSURANCE.

- A. The County shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of commercial general liability insurance with bodily injury limits of \$200,000 (Two Hundred Thousand Dollars) for injury (or death) to one person, \$500,000 (Five Hundred Thousand Dollars) per occurrence, and property damage insurance with a limit of \$200,000 (Two Hundred Thousand Dollars). 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. (2002 Repl. Vol) as amended.
- B. The County agrees that it will not keep in or upon the Premises any article which may be prohibited by the standard form of fire or hazard insurance policy.
- C. Subject to the terms and conditions of Section 32(F) below, the County will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Premises, or the occupancy or use by County of the Premises or any part thereof, or the County’s use of the exterior areas provided by Landlord for the comfort and convenience of County, occasioned wholly or in part, to such extent, by any act or omission of County, or its employees, excepting claims arising out of the acts or omissions of the Landlord, the Landlord’s agents, and employees. Provided, however, that the Landlord provides to County immediate notice of any and all claims under which the County will rely on this indemnification, the County shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of County’s violation of any law or ordinance.
- D. The County further agrees that all personal property in the Premises shall be and remain at County’s sole risk, and Landlord shall not be liable for any damage to or loss of such personal property excepting damage arising out of the acts or omissions of the Landlord, Landlord’s agents, contractors or employees.
- E. Within thirty (30) days of Landlord’s request, the County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described.
- F. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2005 Repl. Vol.) (the “LGTCA”); Md. Code Ann. Art. 25A, Sec. 1A (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2005 Repl. Vol.), (together the “County Indemnification Statutes”), all as amended from time to time.

SECTION 33 -- LANDLORD’S INSURANCE.

- A. Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, including fire legal liability, contractual liability, products and completed operations, personal injury and broad form property damage. Montgomery County must be named as Additional Insured on all liability policies and provide on such policies a minimum of thirty (30) days notice of cancellation.
- B. The Landlord shall provide a Special Form-Causes of Loss Property Policy to protect the interest of the Landlord and the County against loss caused by the perils insured in the amount of One Hundred Percent (100%) of the Landlord’s and the County’s insurable interests of the Shopping Center. The policy shall also endorse a demolition clearing clause, extra expense and loss of use coverages with a sublimit of One Million Dollars (\$1,000,000.00) per occurrence. The policy must name Montgomery County, Maryland as loss payee.
- 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 will indemnify County and save it harmless from and against any and all

claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property, business interruption and loss of use arising from or out of any occurrence upon or at the Premises, or the occupancy or use by Landlord of the Premises or any part thereof including exterior areas, to such extent, by any negligent act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees. Provided, however, that County provides to Landlord immediate notice of any and all claims under which County will rely on this indemnification, the Landlord shall indemnify County against any penalty, damage or charge incurred or imposed by reason of Landlord's violation of any law or ordinance.

SECTION 34 -- NO LIENS PERMITTED; DISCHARGED.

INTENTIONALLY DELETED.

SECTION 35 -- NOTICE OF FIRE, ACCIDENT.

County shall give Landlord immediate written notice in case of fire or accidents in the Leased Premises, and in case of fire or accidents in the Shopping Center if involving County, its agents, employees or invitees.

SECTION 36 -- SURRENDER AND INSPECTION.

36.01 Surrender.

Upon the Expiration Date or other termination of the term of this Lease, County shall quit and surrender the Leased Premises to the Landlord in as good order and condition as when received, ordinary wear and tear and damage by fire or other casualty excepted, and, subject to the terms and conditions of this Lease, County shall remove all of its personal property from the Leased Premises by the Expiration Date or other termination of this Lease. County's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

36.02 Inspection.

County shall have the right to be present at time of final inspection of the Leased Premises to determine if any damages were done thereto, if County notifies Landlord by certified mail of its intention to move, date of moving and new address. The notice shall be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of notice, Landlord shall notify County by certified mail of time and date when the Leased Premises are to be inspected. The inspection shall occur within five (5) days before or five (5) days after County's date of moving, said inspection date to be designated by Landlord. County shall be deemed to have been advised of its rights under this Section 36.02 by execution of this Lease.

36.03 Fixtures and Personal Property Remaining.

County, at its own expense, shall pay for and install all furniture or Trade Fixtures (collectively, referred to herein as "Trade Fixtures") necessary for the conduct of County's business. Any Trade Fixtures which have not become an integral part of the Leased Premises shall remain the property of County. Provided that County is not in default of this Lease, County's Trade Fixtures may be removed from the Leased Premises by County provided that they are removed on or before the expiration of the Lease Term and County immediately repairs, at County's sole cost and expense, any and all damage caused by such removal. All fixtures including, but not limited to, heating, ventilation and air conditioning equipment, hot water heater(s), bathroom fixtures, and all other fixtures which have become an integral part of the Leased Premises, shall be deemed the property of the Landlord regardless of whether originally installed by or paid for by Landlord or by County. Any furniture, equipment, personal property or machinery including, but not limited to, any Trade Fixtures which would otherwise remain the property of County pursuant to this Lease but which are not removed on or before the natural expiration or earlier termination of the Lease Term shall, after ten (10) days prior written notice

to the County, be deemed to have been abandoned by County and shall, at the option of Landlord and in Landlord's sole and absolute discretion, become Landlord's property without any payment or compensation to County and may be retained by or disposed of by the Landlord as the Landlord deems appropriate, in the Landlord's sole and absolute discretion.

SECTION 37 -- COUNTY HOLDING OVER.

County shall not have any right to remain in possession of the Leased Premises after either the Expiration Date or the earlier termination of the Lease without having first received Landlord's written consent, which shall not be withheld, conditioned or delayed. If County remains in possession of the Leased Premises thereafter without Landlord's consent, such possession shall constitute an Event of Default under this Lease and County shall be deemed a "holdover tenant" on the following terms and conditions: County's use and occupancy of the Leased Premises shall be at a rate equal to one and one quarter of the Basic Monthly Rent and Percentage Rent (if applicable) as was due during the final month of the Lease Term, calculated on a per diem basis, plus all Additional Rent due in accordance with the terms of this Lease; County shall be fully obligated to perform all of the terms and conditions contained in this Lease except as expressly modified by this paragraph; Landlord shall not be obligated or liable to County for any failure to perform under the Lease; and Landlord shall have the option, exercisable in the Landlord's sole and absolute discretion, of treating the County as a "month-to-month County" or as a trespasser. If the Landlord fails to make such election then the County shall be deemed a month-to-month tenant, commencing with the first day after the Expiration Date or earlier termination of the term of this Lease. If Landlord elects to treat County as a trespasser, Landlord shall be entitled to the benefit of all public general or public laws relating to the speedy recovery of the possession of the Leased Premises from a trespasser, whether now or hereafter in force and effect. County's failure to pay for its use and occupancy at the rate set forth above shall constitute an Event of Default under this Lease granting Landlord all rights available to it at law and at equity as well as under the provisions hereof. If County has remained in possession of the Leased Premises after the Expiration Date or earlier termination of this Lease, County shall vacate and surrender the Leased Premises to Landlord upon one (1) full calendar month's prior written notice to County. The provisions of this Section shall survive the Expiration Date or earlier termination of the Lease.

SECTION 38 -- PROMOTIONAL SERVICES AND FUND.

38.01 Promotional Services.

Landlord may, in Landlord's sole and absolute discretion, establish or contract for a Promotional Service to furnish and maintain advertising, publicity and sales promotion activities which, in Landlord's sole judgment, will benefit the Shopping Center. All costs and expenses incurred in establishing, furnishing, operating and maintaining the Promotional Service shall be paid from the Promotional Fund. County agrees to pay to Landlord each year as Additional Rent, in addition to all other payments due under this Lease, the amount specified in Section 1.01(t), which payment shall constitute County's contribution to the Promotional Fund. Said payment shall be made in equal monthly installments.

38.02 Adjustment to Promotional Fund Annual Contribution.

At the sole discretion of Landlord, the annual contribution of County to the Promotional Fund shall be adjusted each Lease Year or partial Lease Year to reflect the annual percentage change in Minimum Annual Rent rate pursuant to Section 5.02. In no event shall the aforesaid contribution of County during the term be less than the amount specified in Section 1.01(t).

38.03 Annual Statement.

All costs and expenses incurred by Landlord or others on Landlord's behalf, in establishing, furnishing, operating and maintaining the Promotional Service shall be charged to the Promotional Fund. Landlord agrees to furnish to County an annual statement of the income

and disbursements of the funds received by Landlord from tenants for the purposes set forth in this Section 38, which statement shall be certified as correct by a duly authorized representative of Landlord.

SECTION 39 -- GRAND OPENING.

Landlord, in its sole and absolute discretion, may arrange for a grand opening or re-opening after completion of the Shopping Center and after the completion of any renovation or remodeling of the Shopping Center to be held at the Shopping Center on a date determined by the Landlord and any costs associated therewith shall be treated as Operating Expenses. Landlord shall be solely responsible for all aspects of arranging for the grand opening, and County shall cooperate with Landlord and abide by any special rules and regulations issued by Landlord to ensure its success.

SECTION 40 -- WAIVER OF TRIAL BY JURY.

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

SECTION 41 -- LIMITATION OF LANDLORD'S LIABILITY. Intentionally Deleted.

SECTION 42 -- QUIET ENJOYMENT.

Upon the timely payment by County of the Minimum Annual Rent, Percentage Rent, if applicable, and Additional Rent herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions of County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without hindrance or interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease, and mortgages, leases and other matters to which this Lease is subordinate.

SECTION 43 -- NOTICES.

All notices to be given under this Lease shall be in writing, hand-delivered or mailed by United States Certified or Registered Mail, postage prepaid, return receipt requested or by Federal Express, priority overnight delivery or other nationally recognized overnight delivery service. Notices should be delivered as specified hereinbelow.

43.01 Landlord's Notice.

Notice shall be delivered to Landlord at the business office and mailing address of Landlord with a copy to the Management Company as specified in Section 1.01(h)

43.02 County's Notice.

Notice should be delivered to the County at the following addresses:

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

Attn: Director

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

With a copy that does not constitute a notice:

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

Any such notice shall be deemed to be served on the date on which it is deposited in the U.S. mails or the date it is hand-delivered or by Federal Express or similar courier service. Landlord and County shall each have the right to change the person and/or address to which notices shall be delivered upon notice thereof to the other party sent pursuant to the provisions of this Section 43.

SECTION 44 -- TIME.

Landlord and County acknowledge that time is of the essence in the performance of any and all obligations, terms, and provisions of this Lease.

SECTION 45 -- POSTPONEMENT OF PERFORMANCE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse County from the prompt payment of Minimum Annual Rent, Percentage Rent, if applicable or Additional Rent and shall not operate to extend the term of this Lease. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

SECTION 46 -- LEASING BROKER.

County represents and warrants to Landlord that it has not authorized any broker, agent or finder purporting to act on its behalf in respect of this Lease transaction, and County hereby agrees to indemnify and hold harmless Landlord from and against any cost, expense, claims, liability or damage including, but not limited to, attorneys' fees resulting from a breach of the representation and warranty herein contained. Landlord represents and warrants to County that the Leasing Broker as specified in Section 1.01(s) is the only broker which it has authorized to act on its behalf in respect to this Lease transaction, and Landlord hereby agrees to pay any and all commissions on this Lease as the same become due to the Leasing Broker and to indemnify and hold harmless County from and against any cost, expense, claims, liability or damage resulting from a breach of the representation and warranty contained herein.

SECTION 47 -- NO WAIVER.

No waiver by Landlord of any breach by County of any of the terms, covenants, agreements, or conditions of this Lease shall be deemed to constitute a waiver of any succeeding breach thereof, or a waiver of any breach of any of the other terms, covenants, agreements, and conditions herein contained. No waiver by the County of any breach by the Landlord of any of the terms, covenants, agreements, or conditions of this Lease shall be deemed to constitute a waiver of any succeeding breach thereof, or a waiver of any breach of any of the other terms, covenants, agreements, and conditions herein contained.

No provision of this Lease shall be deemed to have been waived by Landlord or the County, unless such waiver be in writing signed by Landlord or the County. No employee of Landlord or of Landlord's agents shall have any authority to accept the keys of the Leased Premises prior to the Expiration Date or earlier termination of this Lease, and the delivery of keys to any employee of Landlord or Landlord's agents shall not operate as a termination of the Lease or a surrender of the Leased Premises without the Landlord's written consent thereto. The receipt by Landlord of any payment of Minimum Annual Rent, Percentage Rent, if applicable or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by County or receipt by Landlord of a lesser amount than the Basic Monthly Rent, Percentage Rent, if applicable, or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any instrument accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance on such rent or pursue any other remedy provided in this Lease. The failure of Landlord to enforce any of the Rules and Regulations made a part of this Lease, or hereafter adopted, against County or any other tenant in the Shopping Center shall not be deemed a waiver of any such Rules and Regulations.

SECTION 48 -- TRANSFER OF SHOPPING CENTER.

In the event of the sale or other transfer of Landlord's right, title and interest in the Leased Premises or the Shopping Center (except in the case of a sale-leaseback financing transaction in which Landlord is the lessee), Landlord shall transfer and assign to such purchaser or transferee all amounts of pre-paid Minimum Annual Rent, and Landlord thereupon and without further act by either party hereto shall be released from all liability and obligations hereunder derived from this Lease arising out of any act, occurrence or omission relating to the Leased Premises or this Lease occurring after the consummation of such sale or transfer. County shall have no right to terminate this Lease or to abate Minimum Annual Rent nor to deduct from, nor set-off, nor counterclaim against Minimum Annual Rent because of any sale or transfer (including, without limitation, any sale-leaseback) by Landlord or its successors or assigns. Upon any sale or other transfer as above provided (other than a sale-leaseback), or upon any assignment of Landlord's interest herein, it shall be deemed and construed conclusively, without further agreement between the parties, that the purchaser or other transferee or assignee has assumed and agreed to perform the obligations of Landlord thereafter accruing.

SECTION 49 -- MISCELLANEOUS PROVISIONS.

49.01 Governing Law.

The laws of the State of Maryland in which the Leased Premises are located shall govern the validity, performance and enforcement of this Lease. Any dispute between the parties shall be brought by the parties in a court of competent jurisdiction in Montgomery County, Maryland; however, if any matter brought by the parties involves any issue involving federal law, the parties agree that any such action shall be brought in the United States District Court for the District of Maryland, Greenbelt Division.

49.02 Covenants.

The Parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

49.03 No Representations by Landlord.

Neither Landlord nor any agent of Landlord has made any representations or promises with respect to the Leased Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to County except as herein expressly set forth.

49.04 Exhibits.

It is agreed and understood that any Exhibits referred to herein, and attached hereto, form an integral part of this Lease and are hereby incorporated by reference.

49.05 Pronouns.

Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the content may require such substitution or substitutions. Landlord and County herein for convenience have been referred to in neuter form.

49.06 Captions.

All section and paragraph captions, marginal references, and table of contents in this Lease are inserted only as a matter of convenience, and in no way amplify, define, limit, constitute or describe the scope or intent of this Lease nor in any way affect this Lease.

49.07 Landlord's Approval.

Except as otherwise expressly set forth in this Lease, any discretionary action or decision, approval or consent requested or required of Landlord under this Lease may be made, granted or denied by Landlord in Landlord's reasonable discretion which such approval shall be not unreasonably withheld, conditioned or delayed.

49.08 Invalidity of Particular Provisions.

If any term or provision of this Lease or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of 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 enforced to the fullest extent permitted by law.

49.09 Counterparts. Intentionally Deleted

49.10 Authority.

Landlord and County hereby covenant each for itself, that such has full right, power and authority to enter into this Lease upon the terms and conditions herein set forth.

49.11 Examination of Lease.

Submission of this Lease for examination or signature by County shall not constitute reservation of or option for Lease, and the same shall not be effective as a Lease or otherwise until execution and delivery by both Landlord and County.

49.12 Interpretation.

Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or County, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

49.13 Entire Agreement; Modification.

This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge or effect on abandonment in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

49.14 Separability.

If any term or provision 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 of 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 other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

49.15 Recording.

County shall be permitted to record this Lease. However, in lieu of recoding the Lease, upon the written request of either party (the "Recording Party"), the other party shall, at the sole cost and expense of the Recording Party, join in the execution of a short form memorandum of lease setting forth the date, a description of the Leased Premises, term, renewal option(s), if any, restrictive covenants, if any, and any other terms and conditions of this Lease. If the short form memorandum of lease herein referred to is recorded, all costs incident thereto shall be paid by party requesting recording. Such short form memorandum of lease shall not change the rights and obligations of the respective parties. With regard to any recording pursuant hereto, the Recording Party shall, upon the expiration or earlier termination of this Lease, record a release of any recording filed pursuant hereto at the Recording Party's sole cost and expense.

49.16 Attorney's Fees.

INTENTIONALLY DELETED.

49.17 Joint and Several Liability.

INTENTIONALLY DELETED.

49.18 Commercial Lease.

INTENTIONALLY DELETED.

49.19 Security.

INTENTIONALLY DELETED

49.20 USA Patriot Act of 2001 ("Patriot Act").
INTENTIONALLY DELETED.

SECTION 50 -- BINDING EFFECT.

This Lease shall be binding upon and shall inure to the benefit of the parties hereto, and the heirs, personal representatives, successors and assigns of said parties.

SECTION 51 -- NON-DISCRIMINATION.

The 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.

SECTION 52 -- NON-APPROPRIATION.

This Lease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on July 1 of the calendar year which the County does not appropriate funds. County shall make reasonable efforts to give Landlord at least thirty (30) days written notice of the lack of appropriation. The County shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

SECTION 53 -- 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.

SECTION 54 -- EFFECTIVE DATE.

The "Effective Date" of this Lease shall be the date on which the last of the parties hereto shall affix its signature and the date of such execution.

SECTION 55 -- CONTINGENCY.

The Parties expressly acknowledge and affirm that this Lease and all of the Parties respective rights, duties and obligations hereunder shall be contingent upon the approval of the lender, if any, that currently holds the first lien which encumbers the real property on which the Shopping Center is located. Landlord shall promptly submit a form of this Lease mutually agreed to by Landlord and County to such lender before execution of the same, and in the event that such lender does not approve the Lease within fifteen (15) business days after delivery of such fully executed copy, Landlord shall have the right to terminate this Lease upon written notice to County without any liability whatsoever to Landlord.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and year written hereinbelow.

WITNESS:

NS Malloy

LANDLORD: Darnestown Valley - WHM Limited Partnership

By: William P. Magruder

Print: William P. Magruder

Title: Authorized Officer

Date: 12/23/08

WITNESS:

Alvan Richards

COUNTY: Montgomery County, Maryland, a body politic and corporate

By: Diane Schwartz Jones

Print: Diane Schwartz Jones

Title: Assistant Chief Administrative Officer

Date: 12/31/08

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: _____
Associate County Attorney
Assistant

Date: 12/23/08

RECOMMENDED

By: Cynthia Brenneman
Cynthia Brenneman, Director
Office of Real Estate

Date: 12/11/08

EXHIBIT A

SITE PLAN OF SHOPPING CENTER

"POTOMAC VALLEY CENTER"

(South Side)

PAR D QUINCE ORCHARD SHOPPING CENTER

Account No. 401643

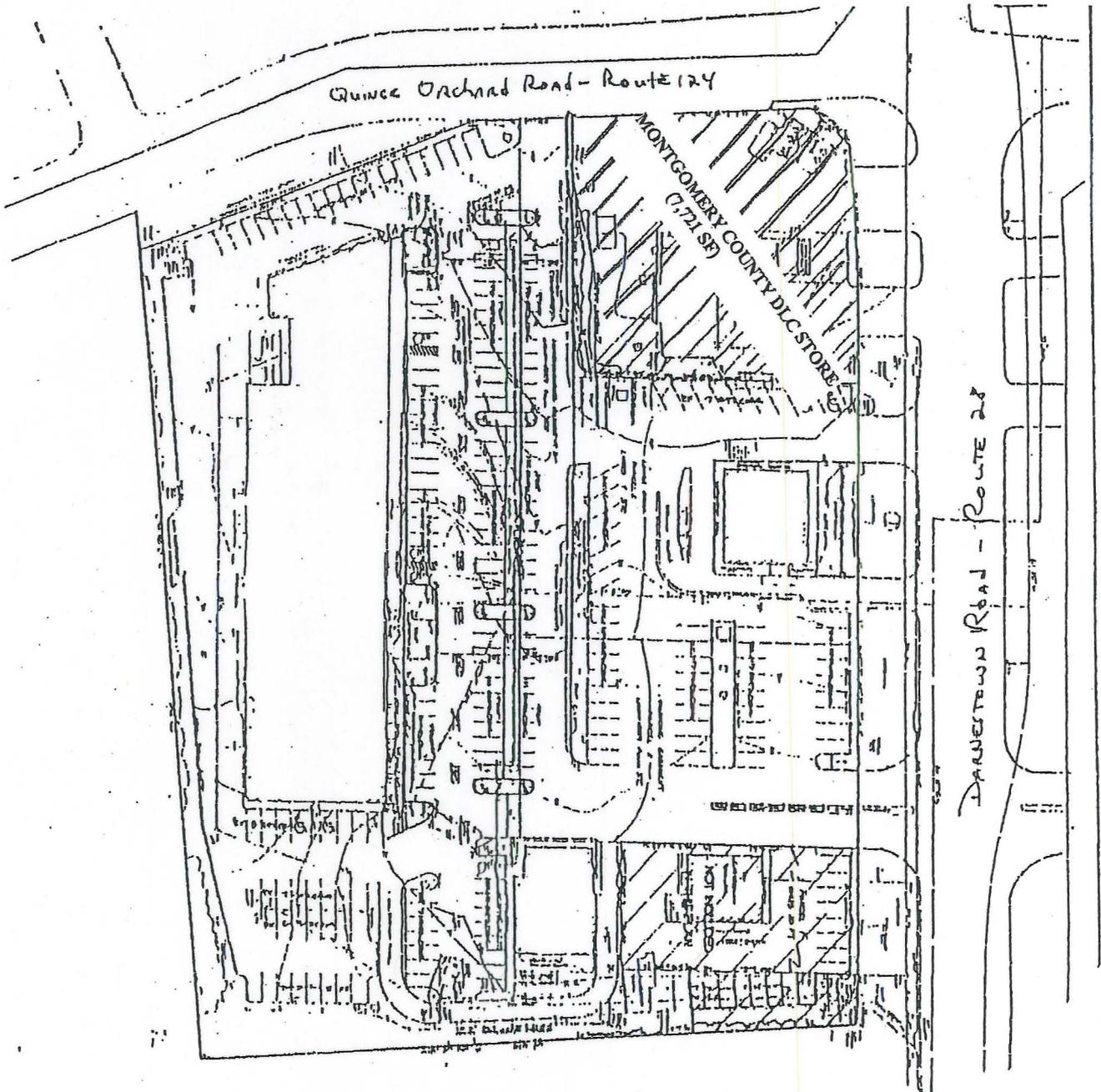


EXHIBIT C

DESCRIPTION OF LANDLORD'S WORK

Landlord shall, as its own expense, commence as soon as practicable and pursue to completion pursuant to the terms and conditions of this Lease and the "Floor Plan", a copy of which is attached hereto and incorporated herein by reference as Exhibit C-1, the following work which shall be defined collectively as the "Landlord's Work":

- Construct new demising wall per the agreed upon Floor Plan.
- Demo the existing interior partition wall and offices down the left side of the Leased Premises as set forth on the Floor Plan.
- Extend the wall dividing the sales area from the delivery area to the left Demising wall as set forth on the Floor Plan, which shall be the office.
- Build a wall with a door separating the storage area from the sales area as set forth on the Floor Plan.
- Cut an opening in the outside demising wall near the break room and install a door for deliveries as set forth on the Floor Plan
- Replace the existing ceiling grid system throughout the entire Leased Premises.
- Install building standard 2x4 florescent lights throughout the Leased Premises
- Deliver existing restrooms painted and in working order
- Apply a base coat of "White Shadow" paint to the Leased Premises so the walls will be ready for Tenant's finishes.
- Install new front entrance to the Leased Premises which shall be building standard in all respects including, but not limited to, design, construction and materials and shall consist of two (2) doors – one entrance and one exit in a location mutually acceptable to the parties as set forth on the Floor Plan.
- Landlord shall provide the existing separate single HVAC and electrical system in working order.

At County's option and upon the prior written consent of Landlord which approval shall not be unreasonably withheld, conditioned or delayed, County may authorize the Landlord or, at the option of Landlord, Landlord's contractors and subcontractors to perform any County fit-out work that County requests Landlord perform (collectively "Additional Work"). County shall be responsible for all costs, expenses and Landlord's additional overhead and general conditions related to County's Additional Work and shall pay same to Landlord upon demand as Additional Rent. The County's Additional Work may include, by way of example only, shelving, flooring and signage. Landlord's approval and performance of any Additional Work pursuant hereto and/or the plans, drawings or specifications therefor shall not constitute any type of warranty or representation, express or implied, that any such Additional Work complies with any applicable laws, rules, regulations or ordinances, it being the express understanding and agreement of the parties hereto that Landlord assumes no liability and makes no warranties or representations, express or implied, to County or any other person or entity as part of Landlord's review and approval process nor does Landlord's approval and performance of any Additional Work and/or the plans, drawings or specifications therefor waive any rights or remedies that Landlord has or may have under the Lease, at law or in equity.

It is expressly understood and agreed by Landlord and County that upon completion of any improvements in and to the Leased Premises including, but not limited to, Landlord's Work and any Additional Work, County shall, at County's sole cost and expense, maintain and repair same.

WITNESS:

AKMiley

LANDLORD: Darnestown Valley - WHM Limited Partnership

By: W. L. P. Miley

Title: Authorized Officer

Date: 12/23/08

WITNESS:

Deborah Richards

COUNTY: Montgomery County, Maryland, a body politic and corporate

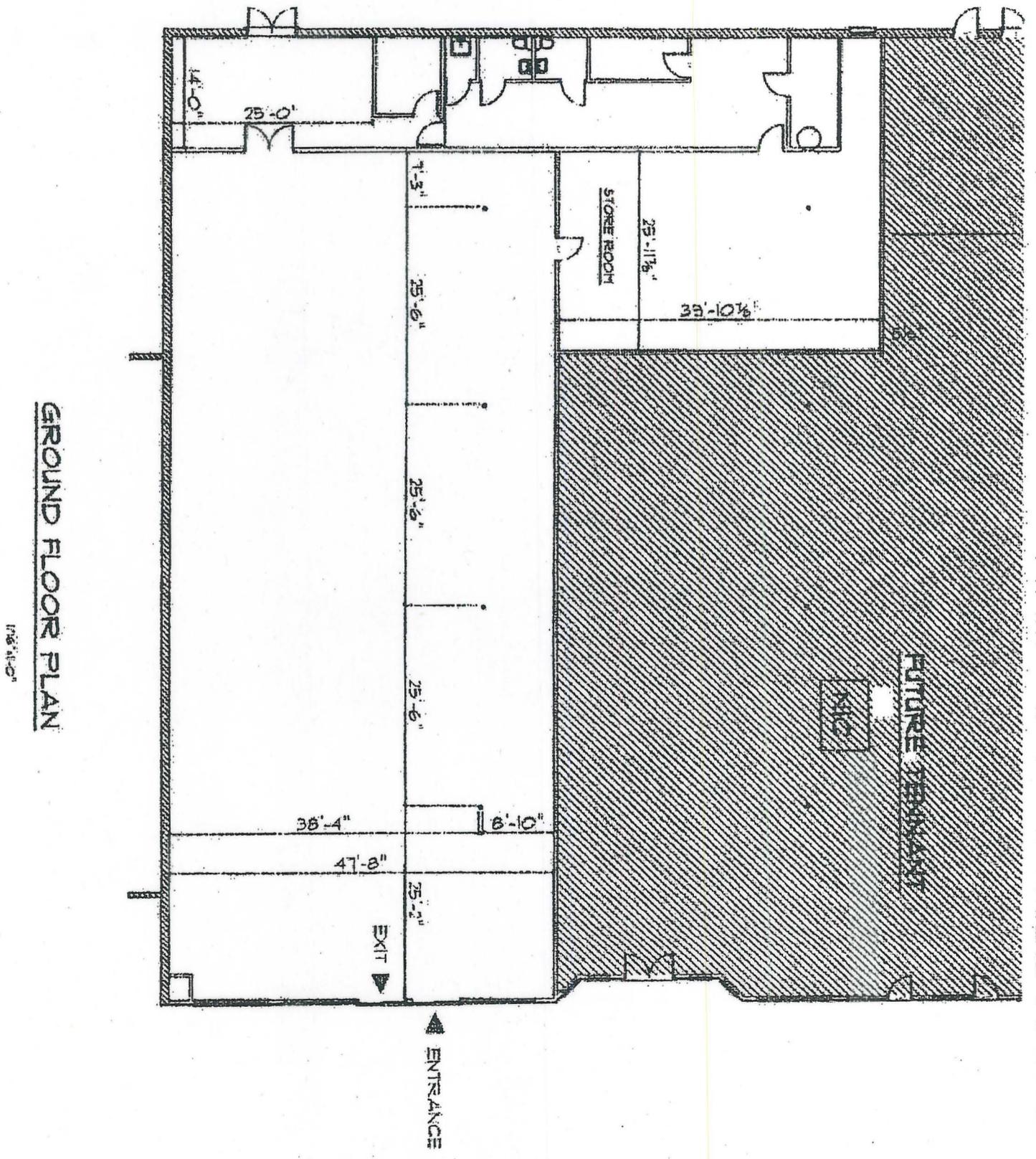
By: Diane Schwartz Jones

Print: Diane Schwartz Jones

Title: Assistant Chief Administrative Officer

Date: 12/31/08

EXHIBIT C-1
FLOOR PLAN



GROUND FLOOR PLAN

1/26/11-07

EXHIBIT D
DESCRIPTION OF COUNTY'S WORK

A. "County's Work" in and upon the Leased Premises shall include, but shall not be limited to, the following items:

1. All interior plumbing and all wiring and electrical work except as set forth in Exhibit C as Landlord's Work.
2. All interior decor not provided under Landlord's Work.
3. All signs and electrical work relating thereto.
4. All life/safety systems including, but not limited to, signs, strobes and any sprinkler system for the Leased Premises, designed to satisfy code if required by County's Permitted Use.

B. General Requirements and Procedures for County's Work

1. All County's Work shall be subject to Landlord's written approval prior to installation, which approval shall not be unreasonably withheld, conditioned or delayed. All Work to be performed by County shall be in accordance with detailed plans and specifications for same to be prepared by County and submitted to Landlord within twenty-one (21) days of the execution of this Lease, for Landlord's written approval. It is expressly agreed that County shall not commence any of County's Work until said plans and specifications have been so approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

2. County's contractors and subcontractors shall at all times comply with all of County's regulations, rules and requirements including, but not limited to, all insurance requirements which pertain to work performed on behalf of the County.

3. It is agreed that County is subject to the terms and conditions of the Lease and the Insurance and Indemnity provisions contained in Section 32, County's Insurance, contained in the Lease .

4. For and during the period of constructing County's Work, County shall provide and pay for all utilities consumed upon the Leased Premises during said period and for the removal of all temporary connections.

5. Upon completion of County's Work, County's contractors and/or subcontractors shall provide Landlord, without cost to Landlord, with one (1) set of transparent "as built" drawings.

6. County, at County's sole cost and expense, shall procure any telephone service to and within the Leased Premises and shall make all necessary arrangements with the local telephone company for such service.

7. With respect to County's Work extensive enough to require same, it shall be the sole responsibility of County to file all drawings and specifications, pay all fees and obtain all permits and applications from such Departments, Offices and Authorities having jurisdiction, and to obtain any certificates or approvals required to enable County to open for business to the public. Notwithstanding the foregoing, it is expressly agreed that, prior to filing any applications for any such licenses and permits, County shall submit said applications to Landlord for Landlord's prior approval.

WITNESS:

AKM Kelley

LANDLORD: Darnestown Valley - WHM Limited Partnership

By: William P. Magruder

Print: William P. Magruder

Title: Authorized Officer

Date: 12/23/08

WITNESS:

Leborah A. Richards

COUNTY: Montgomery County, Maryland, a body politic and corporate

By: Diane Schwartz Jones

Print: Diane Schwartz Jones

Title: Assistant Chief Administrative Officer

Date: 12/31/08

EXHIBIT E
RULES AND REGULATIONS

The following Rules and Regulations cover the The Shops at Potomac Valley ("Center" or "Shopping Center"), and shall remain in full force and effect until County is notified, in writing, by Landlord, of any changes or amendments.

1. For purposes of these Rules and Regulations, the term "Center Management" shall mean the duly designated representative of Landlord managing the Shopping Center.
2. The requirements of tenants will be attended to only upon notice to the office of the Center Management. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Landlord or the Center Management.
3. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord which delivery time is between the hours of 8:00 a.m. and 12:00 p.m., Monday through Sunday. County shall not deliver any merchandise to or collect any refuse from the Leased Premises in a manner which will interfere with the business of the Shopping Center.
4. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as, in the reasonable judgment of Landlord, are necessary for the proper operation of the Leased Premises or the Center. Trucks, buses or vehicles in excess of one (1) ton shall not be permitted in the parking area.
5. County shall store all County's trash and garbage in approved receptacles, within the Leased Premises or in approved dumpsters, and shall be responsible for the removal and disposition of refuse and rubbish from the Leased Premises. County shall not permit the accumulation of rubbish, trash, garbage, debris, boxes, cans, or other refuse of any kind or description in the Leased Premises, or in any area immediately adjoining the Leased Premises, or in any part of the Center. Any dumpster serving one or more tenants of the Center will be of a type and be located in areas as approved by Landlord.
6. No aerial or earth station or micro-wave dish, shall be erected on the roof or exterior walls of the Leased Premises, or on the grounds, without, in each instance, the written consent of Landlord, which consent will not be unreasonably conditioned, withheld or delayed. Any aerial so installed without such written consent shall be subject to removal without notice at any time, at County's expense.
7. County shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
8. The sidewalks and loading areas immediately in front of the Leased Premises shall be kept clean and free from dirt, and rubbish by County to the reasonable satisfaction of Landlord, and County shall not place or permit any obstruction or merchandise in such areas. County shall not sweep dirt and rubbish into the parking lot.
9. County and County's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Upon request from Landlord, County shall furnish Landlord with State automobile license numbers assigned to County's car or cars, and cars of County's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any change within five (5) days after such changes occur. In the event that County or its employees fail to park their cars as aforesaid, the Landlord, at its option, shall charge County ten dollars (\$10) per day per car parked in any area other than those designated therefor as and for liquidated damages. County shall not permit storefront parking by any of its permanent or temporary employees.
10. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or demand resulting from a violation of this provision shall

be borne by County, who shall, or whose employees or invitees shall have caused it. If County uses the Leased Premises for the sale, preparation or service of food for on- or off-premise consumption, County shall install grease traps as Landlord may deem necessary or desirable in order to prevent accumulation of grease or other waste in the plumbing facilities serving the Leased Premises.

11. Landlord reserves the right to require County to discontinue any display or demonstration in or from the Leased Premises, which, in Landlord's opinion, creates an interference with the use of the public passageways of the Center or constitutes a nuisance or an unhealthy or unsafe condition.

12. County shall at all times maintain an adequate number of suitable fire extinguishers on the Leased Premises for use in case of localized fires, including electrical or chemical fires.

13. County shall immediately notify the Center Management of any serious breakage, sickness, fire, or disorder which comes to its attention in the Leased Premises or in any of the Common Areas of the Center.

14. The sidewalks, entrances, passages, courts, or corridors shall not be obstructed or encumbered by a tenant or used for any purpose other than ingress or egress to and from the Leased Premises; nor shall County open its doors, or position any object or any kind in such manner as to project outside the Leased Premises and thereby restrict or impede in any way the public passageways. No showcases or other objects shall be positioned outside of, or affixed to the Leased Premises, nor placed in or on vestibules, sidewalks, entrances, passages, courts, or corridors.

15. No bicycles, vehicles, or animals (except for service animals providing assistance to the disabled) of any kind shall be brought into or kept in or about the Leased Premises unless a part of County's business. County shall not cause or permit any unusual, noxious, or objectionable odors to be produced or emanate from the Leased Premises.

16. County shall not permit the use in the Leased Premises of any device or instrument, such as a sound reproduction system, television sets, phonographs, or radios or excessively bright, changing, flashing, flickering, moving lights or lighting devices or any similar devices, the effect of which shall be audible or visible beyond the confines of the Leased Premises, nor shall County permit any act or thing upon the Leased Premises disturbing to the normal sensibilities of other tenants.

17. Neither County, nor any of its employees, or licensees shall at any time bring or keep upon the Leased Premises inflammable, combustible or explosive fluids, chemicals, or substances.

18. County shall keep clean the inside and outside of all glass in the doors and show windows and all exterior store front surfaces of the Leased Premises; shall replace promptly at its own expense with glass of like kind and quality any plate glass of the Leased Premises which may become cracked or broken.

19. Canvassing, soliciting, and peddling in the Center is prohibited, and each tenant shall cooperate in preventing same. County shall not solicit business in the parking or other Common Areas of the Center, or distribute handbills or other advertising matter in or upon automobiles parked in the Center, provided, that the foregoing shall not prohibit County from using direct mail solicitation or advertising in the regular communications media.

20. Landlord shall have the right to prohibit any advertising by a tenant which, in Landlord's opinion, tends to impair the reputation of the Center or its desirability as a location for stores or offices, and upon written notice from Landlord, such tenant shall refrain from or discontinue such advertising.

21. County shall not permit any portion of the Leased Premises to be used for the possession, storage, manufacture, or sale of narcotics, or drugs in any form (except for a tenant

whose primary business is the operation of a drug store), or for any unlawful purpose. County shall not engage or pay any employees on the Leased Premises, except those actually working for County on said Leased Premises, nor advertise for laborers giving an address at said Leased Premises. County shall not use any space in the Center for manufacturing, for lodging, or sleeping, or for the sale at auction of merchandise, goods, or property of any kind.

22. Landlord reserves the right to exclude from the Center at any time disorderly or undesirable persons, and during the hours when the Center is not open for business, any person who does not identify himself or herself. County shall be responsible for maintaining with the Center Management an up-to-date list of County's employees, and for giving reasonable advance notice to the Center Management of invitees expected outside of regular business hour.

23. Employees of Landlord, other than those expressly authorized, are prohibited from receiving any packages or other articles delivered to the Center for County, and should any such employee receive any such package or article, he or she in so doing shall be the agent of County and not Landlord.

24. County shall not permit others to tie in to the electrical or water supply on the Leased Premises without prior written notice to the Center Management.

25. County shall insure that all entrance doors and windows in its Leased Premises shall be locked when the Leased Premises are not in use.

26. County shall not mark, paint, bore into, cut, or in any way deface any part of the Leased Premises or the Center of which it forms a part, without the consent of the Landlord. No wires shall be installed except in conduits, ducts, or outlets established for that purpose, unless prior written consent of the Landlord has been obtained. If County restricts access to under-floor duct system by laying any floor covering, County shall be responsible for providing access thereto, at its expense, upon reasonable request of Landlord.

27. County shall keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises.

28. Absolutely no penetrations of the roof shall be made without prior written consent of Landlord, which consent shall not be unreasonably withheld conditioned or delayed. Such work shall be done solely by the roofing contractor designated by Landlord at County's sole risk and expense.

29. County shall maintain the Leased Premises in a clean, orderly and sanitary condition, free of insects, rodents or pests and shall employ the services of an exterminator, acceptable to Landlord and licensed to do business in Montgomery County, on a regular and as needed basis during the Lease Term, and upon the request of the Landlord shall furnish Landlord with a copy of the contract of employment.

31. County shall not operate in or about the Leased Premises or in any part of the Shopping Center any coin or token operated vending machine or similar device for the sale of any merchandise or service.

32. Landlord reserves the right to rescind, amend, alter, or waive any of the foregoing rules and regulations at any time when, in its judgment, it deems it necessary, desirable, or proper for its best interest and for the best interest of the tenants, and no such decision, amendment, alteration, or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. Landlord shall not be responsible to any tenant for the nonobservance or violation by any other tenant of any of these Rules and Regulations at any time. Any changes to the rules and regulations must be in writing and given with reasonable notice to the County.

WITNESS:

AK Miley

LANDLORD: Darnestown Valley - WHM Limited Partnership

By: W. P. Magruder

Print: William P. Magruder

Title: Authorized Officer

Date: 12/23/08

WITNESS:

Diane K Schwatz Jones

COUNTY: Montgomery County, Maryland, a body politic and corporate

By: Diane K Schwatz Jones

Print: Diane Schwatz Jones

Title: Assistant Chief Administrative Officer

Date: 12/31/07

EXHIBIT F
SIGN REQUIREMENTS

The Shops at Potomac Valley

COUNTY SIGN CRITERIA

Landlord agrees that the County's storefront sign shall contain the County's trade name and the County Seal, however, all of County's signs shall comply with the Landlord's sign requirements for the Shopping Center as set forth in this Lease generally and Exhibit F to this Lease specifically.

The Shopping Center has been designed to complement the varied tenant merchants while promoting a feeling of natural elegance. Materials and color schemes have been chosen to create visually appealing storefronts with an emphasis on personalized merchandising.

The intent of the sign criteria is to establish a basis for creative, graphic identification that will enhance individual tenants and the Shopping Center in general. Tenants are required, for the mutual benefit of all tenants, to comply with the sign criteria. All designs are subject to the approval of the Landlord (see Section I for submittal requirements). The County must receive written approval from the Landlord prior to installation of any signage.

A. GENERAL REQUIREMENTS

All signs are to be designed in a manner compatible and harmonious in form and proportion with the storefront and the Shopping Center. One (1) primary sign will be allowed for each store as specified in Sections B, C and D and one (1) hanging blade sign as specified in Sections E and F. Total allowable signage shall be within the county requirement of no more than two (2) square feet of signage for each running foot of storefront. County is responsible for all expense related to signage design, submittal, fabrication, installation and permitting. Sign contractors are required to make a site visit prior to fabrication to inspect the ceiling area behind the designated sign band to determine that installation of all electrical components can be made without damaging building structures as well as provide for future servicing of the sign. Primary signage must be installed within four (4) weeks of store opening.

B. PRIMARY SIGN COPY

The County is required to have one (1) Primary Sign to be designed, fabricated and installed by an approved sign contractor, at County's expense. Graphic identification will be limited to the logo and/or trading name of the store only. The County is encouraged to use the logo and typeface in a creative manner, rather than standard typefaces, in their submittal. The County is encouraged to display the store name on one line. The sign copy shall not include any advertising, slogans, marks or symbols unless approved in advance. No signmaker's label exceeding 2"x2", or other identification (including UL label) may be visible on the exposed surface of signs, except those required by local ordinance, in which case such labels or other identification shall be applied in an inconspicuous location.

C. PRIMARY SIGN SPECIFICATIONS

All primary signs to be internally illuminated individual channel letters not to exceed 20" in letter height, on a raceway. (Pad site and anchor tenants should refer to Section L for signage requirements). Letters to be mounted to raceway and flush mounted to dri-vit faced tenant sign band centered top to bottom and left to right. All signs must allow a minimum margin of one (1) foot at each end of sign band. Raceway should be 8" square, .080 gauge aluminum spray finished in flat Duron #5722 "Cafe au Lait", to match dri-vit. Letters are to be mounted to the center (top to bottom) of raceway. Channel letters to be constructed of .040 (minimum) aluminum; interior finished white enamel; letter faces to be fabricated of 1/8" acrylic sign face material; 5" opaque returns; and 1" trim caps. The returns and trim must be spray finished to

match the chosen sign face color and be within the approved color palette. All fabrication parts and components to be in compliance with and according to U.L. procedures and the sign portion of the National Electrical Code (NEC). (See Section D for illumination specifications.)

D. LIGHTING

Individual channel letters to be internally illuminated by 13mm 6500 white Voltarc (or equivalent) neon tubing spanning the letter interior fully. Letters under 12" in height to have single strand neon; letters 12" and taller to have double strand neon. 60 ma. transformers to be specified in compliance with standard ratios as determined in the sign portion of the NEC. Electrical parts and components must bear the U.L. inspection seal. All wiring, connections, etc. to be accomplished in a concealed manner in compliance with and according to U.L. procedures and the sign portion of the NEC. No external lighting will be allowed. Landlord to supply one (1) dedicated circuit and one (1) light sensor for each storefront sign band.

E. BLADE SIGN COPY

Tenants are required to have one (1) non-illuminated decorative hanging blade sign to be designed, fabricated and installed by Landlord, at County's expense. Graphic identification allowed for hanging blade signs may be the logo and/or trading name of the store, or may be generic i.e. BOOKS.

F. BLADE SIGN SPECIFICATIONS

Blade signs to be constructed of wood with dimensional or non-dimensional graphics and finished in colors harmonious with the storefront and the shopping center. Blade sign maximum dimensions will be 24" (tall) x 34" (wide) x 1 1/4" (thick) including any borders and may be rectangular or oval. Signs to be hung in such a manner that they will not swing or otherwise move noticeably. Installation from soffit overhang area in front of each store from decorative brackets.

G. INSTALLATION AND PERMITTING

All signage to be installed consistent with the U.L. procedures as well as local governmental codes. Electrical wiring must be by a licensed electrician in compliance with and according to U.L. procedures and the sign portion of the NEC, as well as with any appropriate governmental codes. A service switch must be installed at right side end of raceway for easy access for service and/or emergency situations. The County is required to obtain Landlord approval and county permitting for their exterior signage before installation.

H. SECONDARY WINDOW SIGNAGE

Tenants may display store hours, slogans and/or other graphics in a non-obstructing manner with digitized vinyl graphics applied to the interior of display windows and/or doors. Letter/image height may not exceed 3" and must be harmonious with the storefront and the Shopping Center. One (1) single band of graphics will be allowed in windows, and may not obstruct line of site area. Store hours may be displayed in white digital graphics on multiple lines with appropriate leading between lines. Neon window signs, not to exceed 25% of open window area, will be considered on a case-by-case basis. Secondary signage must be submitted to Landlord for Landlord's prior written approval which may be withheld in the Landlord's sole and absolute discretion. No other window signage will be allowed.

I. SIGN SUBMITTAL REQUIREMENTS

All signs are subject to Landlord approval. The County is required to submit sign design illustration, as well as shop drawings (3 copies) with specifications for review by Landlord.

Color illustration should show the storefront with the proposed signage in place. Shop drawings should clearly show sign location on storefront elevation, as well as front and sectional views to illustrate accurate measurements, letter typeface, height and stroke dimensions, materials, construction and installation details, illumination specifications and any other descriptions

necessary to explain proposed signage. Allow a minimum of five (5) working days for submittal review. Sign fabricating company shall be submitted for Landlord approval. Landlord reserves the right to inspect any and all signage prior to installation to determine that work is in compliance with criteria and will arrange a site inspection of the signage prior to or on the day of installation.

J. RESTRICTIONS

- Only the signage described herein and approved by the Landlord in writing will be allowed.
- No exposed conduit, tubing, conductors, transformers or other equipment will be allowed.
- No animated components will be allowed including (but not limited to) flashing, rotating or blinking lights, strobes, or any other illumination which changes light intensity or color.
- No advertisements, names, marks, stamps, decals or slogans (except as specifically detailed in Section H).
- No window signs except as specifically detailed in Section H, including but not limited to paper, card board, stickers, decals, banners, flags or cloth will be allowed.
- No noise or odor producing devices or other moving or flashing signs or portions of signs will be allowed.
- No exterior lighting will be allowed.

PAD SITE AND ANCHOR TENANTS

Signage for pad site and anchor tenants will be handled on a case-by-case basis. Sign submittal should be made as required under Section I.

L. UPGRADING OR REPLACEMENT OF SIGNS

Landlord hereby reserves the right to make alterations and/or additions to the Shopping Center which could warrant the upgrading or replacement of the Tenant's current signs. Landlord shall be entitled to reimbursement by the Tenant for only the reasonable costs associated with the upgrading or replacement of such signs.

WITNESS:

NCM Key

LANDLORD: Darnestown Valley - WHM Limited Partnership

By: William P. Magruder

Print: William P. Magruder

Title: Authorized Officer

Date: 12/23/08

WITNESS:

Deborah Richards

TENANT: Montgomery County, Maryland, a body politic and corporate

By: Diane Schwartz Jones

Print: Diane Schwartz Jones

Title: Assistant Chief Administrative Officer

Date: 12/31/08

EXHIBIT G
GUARANTY

Intentionally Deleted.

EXHIBIT H
CERTIFICATE OF DELIVERY

THIS CERTIFICATE OF DELIVERY ("Certificate") is made by and between
Darnestown Valley - WHM Limited Partnership ("Landlord"), and
Montgomery County, Maryland, a body politic and corporate ("County")

WHEREAS, Landlord and County have entered into a Lease dated 2008 ("Lease");

WHEREAS, the Delivery Date of the Lease, as described in Section 3.02 thereof, is dependent upon the occurrence of certain events; and

WHEREAS, those certain events have occurred and Landlord and County now desire to specify the Delivery Date of the Lease for purposes of establishing the date in which County shall commence and complete County's Work, the Rent Commencement Date, the beginning and ending date of the First Lease Year and the date of Expiration of the Lease.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the Parties warrant and represent each to the other the following dates pursuant to Lease:

- Date of Delivery to County: _____
- Rent Commencement Date: _____
- First Lease Year: _____
- Expiration Date: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Exhibit H the day and year hereinbelow.

WITNESS: _____ LANDLORD: Darnestown Valley - WHM Limited Partnership
By: _____
Print: William P. Magruder
Title: Authorized Officer
Date: _____

WITNESS: _____ COUNTY: Montgomery County, Maryland, a body politic and corporate
By: _____
Print: Diane Schwartz Jones
Title: Assistant Chief Administrative Officer
Date: _____