LEASE AGREEMENT

BETWEEN

CABIN JOHN ASSOCIATES LIMITED PARTNERSHIP

AND

MONTGOMERY COUNTY, MARYLAND

DATED: 6/24/92

CONTENTS

Paragraph

1. Premises
2. Term
3. Option to Renew
4. Acceptance of New Space
5. Rent
6. Utilities
7. Maintenance of leased premises
8. Use
9. Common Areas
10. Real Estate Taxes
11. Assignment and subleasing.
12. Property Damage & Liability Insurance
13. Good Order & Repair
14. Furniture & Fixtures
15. Liens
16. Signage
17. Sidewalks
18. Landlord's Inspection Rights
19. Default
20. Termination by Insolvency
21. Eminent Domain
22. Damage to Premises
23. Subordination
24. Status of Performance
25. Surrender and Holding Over
26. Statutory Provisions
27. Definition of "Landlord"
28. Landlord Not A Partner
29. Landlord's Title and Covenant of Quiet Enjoyment
30. Force Majeure
31. General Provisions
32. Non-Discrimination
33. Contract Solicitation
34. Public Employment
35. Non-Appropriation
36. Waiver of Jury Trial
37. Payment of Rent
38. Rules and Regulations
39. Additional Rent; Late Charges
40. No Personal Liability
41. Mailing Notices
42. Tenant's Cooperative Advertising Fund

Exhibit A - Leased Premises
Exhibit B - Common Area Maintenance Costs
Exhibit C - Rules and Regulations

LEASE AGREEMENT

THIS LEASE, made and executed this 24th day of June 1992, by and between CABIN JOHN ASSOCIATES LIMITED PARTNERSHIP, hereinafter referred to as "Landlord", and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "Tenant".

WITNESSETH:

That for and in consideration of the rents hereinafter reserved and the agreements and covenants herein contained, Landlord and Tenant agree as follows:

1. PREMISES: Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from the Landlord the premises described as approximately 3,965 square feet at 11301 Seven Locks Road, Potomac, Maryland 20854 in the shopping center development known as Cabin John Mall, III, (hereinafter referred to as the "Mall") which space is outlined in red on Exhibit A attached hereto and made a part hereof, and which space is hereinafter referred to as the "Leased Premises".

2. TERM: The term hereby created shall commence as of April 1, 1992 and shall end on February 28, 1997.

3. OPTION TO RENEW:

(A) Provided that the Lease is in full force and effect and Tenant is not in default under the Lease, Tenant shall have an option to extend the Lease for one (1) additional period of four (4) years and eleven (11) months (the "Renewal Period"). This renewal option shall be exercisable upon notice from Tenant to Landlord at least one hundred eighty (180) days prior to the expiration of the Lease Term. In the event that Tenant exercises the option to renew the Lease, the Lease Term shall be extended accordingly upon the same terms, covenants and conditions as set forth in the Lease, except that minimum annual rent during the Renewal Period shall be determined pursuant to paragraph 3(B) herein.

(B) Notwithstanding the provisions of Section 5 of this Lease Agreement, at the commencement of the Renewal Period and effective simultaneously with such date, the minimum annual rent (and the monthly installments thereof) shall be adjusted to reflect increases in the "Consumer Price Index" (as defined herein).

This adjustment shall be accomplished by multiplying Ninety Thousand Nine Hundred Seventeen and 45/100 Dollars ($90,917.45) by a fraction, the numerator of which shall be the Consumer Price Index as of the most recent date prior to the commencement of the Renewal Period, and the denominator of which shall be the Consumer Price Index as of the most recent date prior to the commencement of the Lease Term, provided in no event shall the minimum annual rent payable during the first Lease Year of the Renewal Period be less than One Hundred Ten Thousand Three Hundred Twenty-Six and 13/100 Dollars ($110,326.13). At the commencement of the second (2nd) Lease Year and at the commencement of each subsequent Lease Year during the Renewal Period and effective simultaneously with such dates (the "Adjustment Dates"), the minimum annual rent shall be increased to equal one hundred five percent (105%) of the minimum annual rent payable during the Lease Year immediately preceding the applicable Adjustment Date. Minimum annual rent during the Renewal Period shall be payable in equal monthly installments in advance on the first (1st) day of each month.

(C) The "Consumer Price Index" means the index for the Washington, D.C.-Maryland-Virginia area, now known as the United States Bureau of Labor Statistics, Consumer Price Index, for Urban Wage Earners and Clerical Workers, all items (1982-84 = 100). If the Consumer Price Index is not available, the parties will use the most nearly similar index available.

4. ACCEPTANCE OF NEW SPACE: Prior to the commencement of the Lease Term, Landlord, at its expense, shall inspect the security gate for the Premises and place it in good operating order and shall reduce the front display wall to a knee wall. Except as set forth in the preceding sentence, Tenant shall continue to occupy the Premises during the Lease Term in its existing condition, and Landlord shall not be required to make any repairs or improvements to the Premises other than as provided in Paragraph 7 of the Lease.

5. RENT:

(A) Notwithstanding any contrary provision of the Lease, Tenant agrees to pay to Landlord, as minimum annual rent for the Premises during the Lease Term. The annual and monthly amount hereinafter set forth:

LEASE YEAR	MINIMUM ANNUAL RENT	MONTHLY RENT
1 (4/1/92 - 3/31/93)	$90,917.45	$7,576.45
2 (4/1/93 - 3/31/94)	$90,917.45	$7,576.45
3 (4/1/94 - 3/31/95)	$100,116.25	$8,343.02
4 (4/1/95 - 3/31/96)	$100,116.25	$8,343.02
5 (4/1/96 - 2/28/97)	$96,316.46	$8,756.04

(B) All rent payments shall be made by the Tenant in advance, on or before the first day of each month, without set-off, deduction or demand therefor from the Landlord to and at the offices of the Landlord as hereinafter designated.

(C) The rent commencement date shall coincide with the lease commencement date as set forth in Paragraph 2 herein.

6. UTILITIES: Tenant shall be responsible for the direct payment of all utility charges assessed against the individual meters installed by the Landlord within the Leased Premises, including heat and electric charges, when and as the same become due. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Leased Premises. Water and sewer are not individually metered or sub-metered for the Leased Premises and therefore water and sewer charges will be included among the "Common Area Maintenance Costs" as defined in Paragraph 9(C) and Exhibit B."

7. MAINTENANCE OF LEASED PREMISES: Tenant shall at all times keep the Leased Premises, including exterior entrances, all glass and show window mouldings and all partitions, doors, fixtures, equipment and appurtenances thereof, lighting, heating and plumbing fixtures, and any air conditioning systems in good order, condition and repair during the term of this Lease. Landlord shall maintain structural components of the Leased Premises, including roof, exterior plumbing and exterior walls and foundations.

8. USE:

(A) Tenant warrants and agrees that the Leased Premises shall be used as a retail liquor store (the "Specified Use") and for no other purposes whatsoever. Tenant shall not use nor permit said premises or any part thereof to be used for any disorderly or unlawful purpose.

(B) The use and occupation by the Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, parking areas, service roads, loading facilities, sidewalks, and other facilities as may be designated from time to time by the Landlord, subject however to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

(C) Tenant shall, during the term of this Lease, continuously use the Leased Premises for the purpose stated herein, carrying on therein Tenant's retail liquor business during all the days and hours the majority of the other Montgomery County liquor stores are open for business.

9. COMMON AREAS:

(A) Landlord grants to Tenant during the term of this Lease the right of non-exclusive use, in common with others, of all facilities furnished in the Mall and designated for general use, in common, of occupants of the Mall, including Tenant hereunder, its officers, agents, employees, and customers, including but not limited to parking areas, streets, sidewalks, roadways, loading platforms, washrooms, shelters, ramps, landscaped areas, and other similar facilities (herein called "Common Areas"). The Common Areas shall at all times be subject to the exclusive control and management of Landlord; and Landlord shall have the right from time to time to change the area, level, location and arrangement of the Common Areas, to restrict parking for the tenants and their employees to employee parking areas, and to make all rules and regulations and do such things from time to time as in Landlord's sole discretion may be necessary for the proper operation of said Common Areas.

(B) "Common Areas" shall be defined as all that portion of the Mall improvements excepting that area which is presently leased to tenants or is hereafter to be leased to tenants. Common areas shall include the parking areas provided by the Landlord for the Mall, the public conveniences of the Mall, and all other areas in the Mall now or hereafter constructed and intended to be used in common by the tenants and/or customers of the Mall.

(C) Beginning with the rent commencement date, Tenant will pay to Landlord as additional rent hereunder, without deduction or set-off, such portion of Landlord's actual cost of operating and maintaining the Common Areas (hereinbefore defined), including, without limitation, the Common Area Maintenance Costs set forth on Exhibit B attached hereto, as the Floor Area of the Leased Premises bears to the Gross Leasable Retail Area of the Mall, which portion is hereby deemed to be 10.43% ("Tenant's Percentage Share"). (Changes in applicable floor areas shall result in corresponding pro rata adjustments.) Expenses attributable to the Gas Station and the office space on the second floor of the Mall shall not be included in Common Area Maintenance Costs. Tenant shall pay for such costs as a separate charge in advance of the first day of each calendar month in an amount estimated by the Landlord, which amount shall be subject to annual adjustment to reflect the increasing (or decreasing) cost of the Landlord's operation and maintenance of the Common Areas. Landlord shall send the statement reflecting any annual adjustment to Tenant at least ten (10) days prior to the date Landlord requires Tenant to pay the first installment of the increased amount shown thereon. At the commencement date of the Lease Agreement, the Tenant's annual contribution for Common Area maintenance shall be Sixteen Thousand Six Hundred Fifty-Three and no/100 Dollars ($16,653.00) [i.e., Four and 20/100 Dollars ($4.20) per rentable square foot contained in the premises], which shall be paid in twelve (12) equal monthly installments of One Thousand Three Hundred Eighty-Seven and 75/100 Dollars ($1,387.75) each.

(D) Within sixty (60) days after the end of each lease year, Landlord will furnish to Tenant a statement showing in reasonable detail the amount of Landlord's costs for such Common Area Services for the preceding Lease Year. Any deficit in Tenant's share of applicable cost will be proportionately assessed (payable within thirty (30) days of assessment), and any surplus will be proportionately credited, and the monthly payments for the ensuing Lease Year shall be adjusted accordingly. Changes in applicable floor areas shall result in corresponding pro rata adjustments.

10. REAL ESTATE TAXES:

(A) For the purposes of this Lease, the term "Real Estate Taxes" means all taxes, rates and assessments, general and special, levied or imposed with respect to the land, buildings and

improvements located or built within the Mall, including all taxes, rates and assessments, general and special, and front foot benefit charges, levied or imposed for school, public betterment, general or local improvements and operations and taxes imposed in connection with any special taxing district. In the event that any present or future enactment of any state or political subdivision thereof or any governmental authority having jurisdiction thereover; (a) imposes a tax and/or assessment of any kind or nature upon, against or with respect to the rents payable by tenants in the Mall to Landlord derived from the Mall or with respect to the Landlord's (or Lessor's) ownership of the land and improvements comprising the Mall, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such improvements, or in addition thereto; and/or (b) imposes a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the Mall, then such tax, assessment and/or surcharge shall be deemed to constitute "Real Estate Taxes" for the purpose of this Paragraph 10.

(B) The term "Commercial Space Real Estate Taxes" means all Real Estate Taxes for the Mall, less the portion thereof applicable to the Gas Station, multiplied by sixty-five percent (65%) [sixty-five percent (65%) representing the agreed-upon allocation of Real Estate Taxes to the commercial space located on the first floor of the Mall and thirty-five percent (35%) representing the agreed-upon allocation of Real Estate Taxes to the office space located on the second floor of the Mall]. If the Gas Station land and/or building are separately assessed, then the Real Estate Taxes applicable to the Gas Station land and/or building shall be determined by reference to such assessment. In the event no separate determination of the Real Estate Taxes applicable to the Gas Station land and/or building shall be available, then the Real Estate Taxes applicable thereto shall be determined by applying a fraction, the numerator of which is the number of square feet of floor area in the Gas Station building and the denominator of which is the total number of square feet of floor area in all of the buildings in the Mall (including the Gas Station building).

(C) Landlord shall, in the first instance, be obligated to pay all Real Estate Taxes. Tenant shall reimburse Landlord, in the manner provided in Paragraph 10(D), as additional rent and in addition to rent, and all other payments provided for herein, that portion of the Commercial Space Real Estate Taxes equal to the product obtained by multiplying such Commercial Space Real Estate Taxes by "Tenant's Percentage Share" (10.51%).

(D) Landlord shall annually notify Tenant in advance of the amount of the actual or Landlord's estimate of Tenant's Percentage Share of Commercial Space Real Estate Taxes for the next succeeding tax fiscal year, and Tenant shall deposit monthly, at the same time and place as the payment of monthly installments of rent, an amount equal to one-twelfth (1/12) of such amount, such monthly deposits to be in advance on the first (1st) day of each month commencing with the rent commencement date. Any overpayment of Tenant's Percentage Share of the Commercial Space Real Estate Taxes for any tax fiscal year shall be credited to rent thereafter due and payable. In the event the Lease has expired, such overpayment shall be refunded to Tenant within fifteen (15) days of discovery of such overpayment. Any balance of Tenant's Percentage Share not covered by the accumulation of monthly deposits shall be paid by Tenant within thirty (30) days after Landlord's written demand. Landlord shall not be required to keep said escrow deposits separate from its general accounts, and any interest earned on said escrow deposits shall be and remain the property of Landlord. To the extent that all or any portion of Real Estate Taxes are paid in advance in the jurisdiction in which the Mall is located, Tenant shall also, on the rent commencement date, reimburse Landlord for Tenant's Percentage Share of that portion of the then current tax fiscal year's Commercial Space Real Estate Taxes accruing after the commencement date which have been paid by the Landlord as of the rent commencement date of this Lease, together with an amount [equal to the number of whole or partial months that have elapsed since the last due date of Real Estate Taxes times one-twelfth (1/12th) of Tenant's Percentage Share of Commercial Space Real Estate Taxes] sufficient to bring current its Real Estate Tax escrow fund as aforesaid.

(E) In the event that Tenant shall have paid any amount of increased rent pursuant to this Paragraph 10 and the Landlord shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Landlord

shall pay to Tenant the appropriate portion of such refund within 15 days of receipt. Landlord shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion to abandon any contest with respect to the amount of any Real Estate Taxes without consent or approval of the Tenant.

(F) Tenant will pay all property taxes and assessments on its personalty, fixtures, equipment and other property installed or placed in or upon the Leased Premises and on improvements therein made by Tenant. If any of the foregoing are assessed as part of the land or improvements situated within the Mall, Tenant shall pay to Landlord, upon demand, the amount of taxes levied thereon.

(G) If the commencement date or termination date of this Lease shall not coincide with the beginning or end of a Real Estate Tax fiscal year, as the case may be, then in computing the amount payable under this Paragraph 10 for the period between the commencement or termination of the applicable Real Estate Tax fiscal year in question and the commencement or termination date of this Lease, as the case may be, Tenant's Percentage Share of Commercial Space Real Estate Taxes for the applicable Real Estate Tax fiscal year shall be equitably apportioned (on a per diem basis) so that Tenant shall pay only such portion of such Commercial Space Real Estate Taxes as is attributable to the portion of such Real Estate Tax fiscal year occurring during the term of this Lease. Tenant's obligation to pay Real Estate Taxes under this Paragraph 10 for the final period of this Lease shall survive the expiration and/or termination of the term of this Lease.

(H) A tax bill or true copy thereof, together with any explanatory statement of the area or property covered thereby, submitted by Landlord to Tenant shall be conclusive evidence of the amount of taxes assessed or levied, as well as of the items taxed. If any real property tax or assessment levied against the land, building or improvements covered hereby or the rents reserved therefrom, shall be evidenced by improvement bonds or other bonds, or in any other form, which may be paid in annual installments, only the amount paid or payable in any real estate tax fiscal year shall be included as Real Estate Taxes for that real estate tax year for purposes of this Paragraph 9.

11. ASSIGNMENT AND SUBLEASING:

(A) Tenant will not sublet the Leased Premises or any part thereof, or transfer possession or occupancy thereof to any person (including, but not by way of limitation, concessionaires or licensees of Tenant), firm or corporation, or transfer, assign, mortgage or encumber this Lease without the prior written consent of Landlord in each instance, which consent may be withheld for any reason, or without reason, in the sole and absolute discretion of Landlord, subject, however, to the provisions of Paragraph 11(C), nor shall any subletting or assignment hereof be effected by operation of law, or otherwise. Any attempted transfer, assignment, subletting, license or concession agreement or hypothecation shall be void and confer no rights upon any third party. If, without Landlord's prior written consent, there shall be an attempted assignment or subletting, or if the Leased Premises shall be occupied by anybody other than Tenant, whether as a result of act or omission by Tenant or by operation of law or otherwise, Landlord may, in addition to and not in diminution of or substitution for any other rights and remedies under this Lease or pursuant to law to which Landlord may be entitled as a result thereof, collect rent from the proposed assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but not such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant, or occupant as a tenant, or a release of Tenant hereunder from the further performance by Tenant of the covenants on the part of Tenant herein contained.

(B) If Landlord shall consent to any requested transfer, assignment, mortgage, hypothecation, encumbrance, subletting, license and/or concession, such consent shall be deemed consent to that particular transaction only and shall not be deemed consent to any other or future transfer, assignment, mortgage, hypothecation, encumbrance, subletting, license and/or concession, as the case may be. Any permitted transfer, assignment, mortgage, hypothecation, encumbrance, subletting, license and/or concession shall be expressly subject to each and every term, covenant and condition of this Lease, unless otherwise specifically provided in writing, and Tenant shall remain fully liable and responsible for the payment of all sums and the performance of all obligations required of the Tenant hereunder.

(C) Notwithstanding the provisions of paragraph 11(A), if Tenant at any time desires to assign this Lease or sublet the Leased Premises (either of which is hereinafter referred to as an "Assignment"), Tenant shall give written notice to Landlord, which notice (the "Assignment Notice") shall set forth the name, address and telephone number of the proposed assignee or subtenant (the "Assignee"), and all of the basic economic terms of said Assignment. Landlord will not unreasonably withhold its consent to an Assignment, so long as the proposed Assignee meets the following criteria:

(i) the Assignee is, in Landlord's opinion, financially solvent and satisfies the criteria relating to credit worthiness which Landlord applies generally to prospective tenants of the Mall,

(ii) the Assignee possesses, in Landlord's opinion, reasonable business and management experience.

(iii) the business or use of the Assignee will not duplicate or compete with the primary business then being conducted by any other tenant of Cabin John Shopping Center or Mall, or violate a restrictive covenant in any other lease, and

(iv) the Assignee is willing to modify the Lease to provide for percentage rent typical for the Assignee's type of use or business.

(D) The foregoing provision notwithstanding, in any event, should Tenant desire to assign or sublease all or any part of the Leased Premises, Landlord shall have a period of thirty (30) days from the receipt of the Assignment Notice in which to (i) refuse to consent to an Assignment, or (ii) to advise the Tenant in writing of Landlord's election to terminate this Lease and release the Tenant from further responsibility under this Lease. If Landlord refuses to consent to an Assignment which meets the criteria set forth in Paragraph 11(C), then Tenant may elect to terminate this Lease and be released from further responsibility under this Lease.

(E) If Landlord consents to an assignment or subletting, Tenant shall pay Landlord Five Hundred and No/100 Dollars ($500.00) to reimburse Landlord for legal fees and costs incurred in connection with the preparation or review of the documents to efffectuate the assignment or subletting.

12. PROPERTY DAMAGE AND LIABILITY INSURANCE:

(A) Tenant shall obtain and maintain, during the full term of this agreement and any extension thereof, a policy of public liability and property damage insurance having a combined single limit of at lease ONE MILLION AND NO/ 100 DOLLARS ($1,000,000.00).

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

(C) To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and save Landlord harmless from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring within the Leased Premises after the commencement date hereof, and until the end of the term of this Lease, excepting claims that may be filed by virtue of the negligence of the Landlord, the Landlord's employees, contractors, agents or servants.

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

give Landlord written notice of repairs that are required to be made by Landlord as stipulated in this Lease, and Landlord shall be given a reasonable opportunity to make the said repairs.

(E) Tenant shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days after execution of this agreement. Tenant reserves the right to self insure. Tenant and Landlord hereby waive any right of subrogation against the other, provided such waiver can be obtained at no additional cost, and provided said waiver of any right of subrogation by Landlord shall not apply to the extent Tenant elects to self insure.

13. GOOD ORDER AND REPAIR: Tenant covenants and agrees to maintain the Leased Premises in good order and condition, and surrender the same at the expiration or other termination hereof in good order and condition, usual wear and tear and damage by fire, storm, public enemies and any other risk with respect to which Tenant is not herein made expressly liable excepted.

14. FURNITURE AND FIXTURES: Tenant shall have the privilege of installing any furniture and trade fixtures necessary in the conduct of Tenant's business, and the same shall remain the property of Tenant provided they are removed by Tenant before the expiration of this agreement or any renewal or extension thereof. In the event any damage is done to the Leased Premises in the installation or removal of said furniture and trade fixtures, Tenant will immediately make such repairs as are necessary to restore the Leased Premises to their original condition, reasonable wear and tear excepted, or promptly reimburse the Landlord for the cost of such repairs.

15. LIENS: Tenant expressly covenants and agrees that it will, during the term hereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to the Leased Premises by reason of any act or omission on the part of Tenant, and hereby expressly agrees to save and hold harmless the Landlord from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said premises, by reason of any act or omission upon the part of Tenant, and the said lien is not released within sixty (60) days after notice thereof, Landlord, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said premises from any such lien, and Tenant agrees to pay and reimburse Landlord upon demand for or on account of any

expense which may be incurred by Landlord in discharging such lien or claim. Tenant does not make any admission of responsibility to any third party upon release of any lien pursuant hereto.

16. SIGNAGE: Tenant shall place no signs, awnings or curtains on any part of the exterior of the Leased Premises or on any show window, nor paint any brick or stone work, cornice work, mill work or iron work on the front of said premises without the written consent of Landlord or his Agent first had and obtained. Such consent shall not be unreasonably withheld as to the posting of neat, professionally prepared signs in any show window. Tenant agrees that if the Landlord remodels the Mall of which the Leased Premises is a portion during the term, the Tenant will, at its own expense, upon the written request of the Landlord, within sixty (60) days, reasonably conform any existing signage to the format proposed by the Landlord, with the amount of area of the sign to which the Tenant shall be entitled to be proportionate to the Tenant's space as to the improved area of the Shopping Center, in accordance with the then existing local, county and state regulations.

17. SIDEWALKS: Tenant shall maintain the sidewalks immediately abutting the Leased Premises free from obstructions of all nature, and properly swept. Snow removal from the sidewalks is the responsibility of Landlord pursuant to Paragraph 9 herein.

18. LANDLORD'S INSPECTION RIGHTS: Landlord shall have the right at all reasonable times and upon reasonable notice to enter upon the Leased Premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers. Landlord shall have the further right during the last four (4) months of the lease term to bring prospective Tenants into the Leased Premises at reasonable times and upon reasonable notice for the purpose of showing same and during such period, Landlord may display "For Rent" signs in the windows of the Leased Premises.

19. DEFAULT:

(A) If there is any default by the Tenant of any of the covenants, terms and conditions hereunder, Landlord may recover possession thereof by appropriate proceeding in any court of competent jurisdiction. Except as provided herein, Tenant does hereby waive any written notice or demand that may be required by statute, regulation or otherwise. Landlord shall give Tenant ten (10) days' written notice for the failure to pay monies due and owing under this Lease. In the event Tenant fails to pay monies due and owing Landlord after said notice shall have been

provided, Tenant hereby authorizes the entry of judgment against it for possession in any amount then due hereunder and does further waive any stay of execution, and agrees that the proper writ or process shall forthwith issue on said judgment. As to non-monetary covenants contained in the Lease, the Landlord agrees to give the Tenant thirty (30) days' written notice, specifying the default, prior to instituting a proceeding against the Tenant.

In the event of any deficiency in the payment of the rental during the term of this Lease and upon judgement of possession by a court of competent jurisdiction, or if the Tenant shall vacate or abandon the Leased Premises, Landlord may, by successive suits, recover the rent due hereunder or, at its option, may re-rent from time-to-time said premises for the account of the Tenant, and such re-renting may be for a term or terms equal to, less, or greater than the remaining term hereunder, provided the Tenant shall not be liable for any deficiency in rent for any part of the term of such re-renting beyond the term of this Lease, and Landlord shall be entitled to collect the rent accruing under such re-renting and to apply the same first to all costs and expenses, including commissions and attorney's fees incurred in connection with such re-renting and collection of rentals, and apply the balance of the deficiency in accrued rent under this Lease, and by successive suits recover any remaining deficiency from the Tenant. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant damages it may incur by reason of such breach, including any unpaid rent and other charges or amounts due under this Lease which are due and owing at the time of termination, and commissions, advertising, costs of repairs to Leased Premises, reasonable attorneys fees and other expenses incidental to recovering and reletting the Leased Premises. Notwithstanding the foregoing, Tenant shall be in default under this Lease if Tenant fails to pay any rent or other sum required hereunder (including the sum due pursuant to Section 42 herein within ten (10) days after its due date).

(B) By Landlord: If the Landlord or Landlord's assigns shall fail or neglect to keep and perform each and every one of Landlord's covenants, conditions, and agreements as contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice from the Tenant or Tenant's assigns specifying the default, then the Tenant or Tenant's assigns, at Tenant's option, may pursue any legal remedies available to Tenant. Landlord shall not be liable for damages or injury to person or property of Tenant or of any other person or business unless notice in writing of any defect (a) which Landlord has under the terms of this Lease the duty to correct, and, (b) which has caused such damage or injury and Tenant shall have reasonably given sufficient time for the Landlord to correct such defect and even then, only if such damage or injury is the direct or proximate result of, and is due to, Landlord's negligence.

(C) In the event that proceedings shall at any time be commenced for recovery of possession as aforesaid and a compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of the Leased Premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or of this agreement.

(D) Alternatively, if Landlord terminates this Lease at any time after Tenant's default, Landlord may elect to recover from Tenant the value at the time of said election of the excess, if any, of all rent and additional rent due under this Lease for the remainder of the term of this Lease (but for termination of the Lease by Landlord) over the then reasonable rental value of the premises for that period.

20. TERMINATION BY INSOLVENCY: In the event of:

(A) The filing of a petition by or against Tenant for adjudication of Tenant as a bankrupt under the Federal Bankruptcy Act as now or hereafter amended or supplemented, or for reorganization of Tenant within the meaning of Chapter 9 of the Bankruptcy Code, or for an arrangement within the meaning of Chapter 11 of the Bankruptcy Code, or the filing of any petition by or against Tenant under any future bankruptcy act for the same or similar relief; or

(B) The dissolution, or liquidation of Tenant, or the appointing of a receiver or trustee of a substantial portion of the property of Tenant, whether instituted by or against Tenant; or

(C) The taking possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or

(D) The making by Tenant of an assignment for the benefit of its creditors.

In the event of any of the above, then at the option of the Landlord, the Tenant's right of possession shall thereupon end and the Landlord may proceed to recover possession under the laws of the State of Maryland and seek any other remedy to which Landlord may be entitled under this Agreement and under the laws of the State of Maryland.

21. EMINENT DOMAIN:

(A) In the event that (at any time after the date of this lease) as the aggregate result of one or more takings by eminent domain, the capacity of the parking areas of the Mall shall be reduced by twenty-five percent (25%) or more, and if, within sixty (60) days after the occurrence of the most recent of such takings, Landlord shall not have furnished substitute adjacent parking areas which shall meet with the Tenant's approval (Tenant agreeing that such approval shall not unreasonably be withheld), Tenant may terminate this Lease by written notice to Landlord sent at any time after the expiration of said sixty (60) day period. If (at any time after the commencement date of this lease) as the aggregate result of one or more takings by eminent domain, the square footage of the Leased Premises shall be reduced by any amount, Tenant may terminate this Lease by written notice to Landlord given not more than sixty (60) days from the date title rests in the condemning authority.

(B) Should the Tenant elect to remain in possession of the Leased Premises after any takings by eminent domain, the base rent and additional rents shall be reduced to reflect that proportion of Leased Premises to which Tenant is denied normal occupancy as a result of the taking.

(C) Landlord reserves, and Tenant hereby assigns to Landlord, all rights to damages accruing on account of any taking by eminent domain of the Leased Premises, or the building of which they are a part, or the Mall, or the leasehold hereby created.

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

22. DAMAGE TO PREMISES: If the Leased Premises shall be damaged by fire or other insured casualty, but are not thereby rendered untenantable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the base and additional rents shall not be abated. If by reason of any such occurrence, the Leased Premises shall be rendered untenantable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the base and additional rents meanwhile shall be abated proportionately as to the portion of the leased premises rendered untenantable. If the Leased Premises shall be rendered wholly untenantable by reason of such occurrence, the Landlord shall promptly at its own expense cause such damage to be repaired and the base and additional rent meanwhile shall be abated in whole, provided however, that the Landlord shall have one hundred eighty (180) days) to effectuate repairs from the date of the notice of such occurrence, provided, however, that an extension shall be allowed for reasonable delay under the circumstances. If the Landlord cannot complete such repairs within 180 days or such reasonable extension, the Landlord shall notify Tenant in writing, and Landlord and Tenant shall each have the right, exercisable by written notice delivered to the other within thirty (30) days from and after the date of said Landlord's notice, to terminate this Lease and the tenancy hereby created shall cease as of the date of such occurrence, the rent to be adjusted as of such date. Notwithstanding the foregoing, in no event shall Landlord be required to expend for the repair of the Leased Premises funds in excess of the amount of insurance proceeds paid to Landlord in connection

with said damage. However, in the event said repairs are not sufficient to allow Tenant reasonable use of the Leased Premises as provided herein, Tenant has right to terminate the Lease within 30 days of completion of repairs.

23. SUBORDINATION:

(A) Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacement and extensions thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize this Lease and the rights of Tenant hereunder. This clause shall be self-operating, but Tenant also agrees, at any time hereafter, on demand, to execute on Landlord's lender's standard form any instrument, release or other documents that may be required by Landlord or Landlord's lender for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage, deed of trust or other security agreement, whether original, extended, renewed, substituted or additional, provided that such document provides that such lender agrees to recognize this Lease and the rights of Tenant hereunder as long as Tenant is not in default hereunder, and as long as such document does not expand or extend Tenant's obligations hereunder.

(B) In the event of any mortgagee or trustee electing to have the Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee or trustee notifying Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether or not this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

24. STATUS OF PERFORMANCE:

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

(B) Without limiting the generality of the foregoing, the Tenant and Landlord specifically agree, that at any time within ten (10) days after such a request is made, the Tenant or Landlord shall execute, acknowledge and deliver to the other a certificate evidencing whether or not:

1. This Lease is in full force and effect;
2. This Lease has been amended in any way;
3. There are any existing defaults hereunder to the knowledge of either party, and specifying the nature of such defaults, if any; and
4. The date to which rent has been paid.

(C) Landlord and Tenant agree that this Lease shall not be recorded but that, upon request by either party, a short form lease of even date herewith, shall be executed and recorded in accordance with the laws governing and regulating recording of such documents in the state in which the Leased Premises are located, at the expense of the requesting party.

25. SURRENDER AND HOLDING OVER: Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Leased Premises in broom-clean condition and in good repair. In the event that Tenant shall hold over after the expiration of this lease, the tenancy created by such holding over shall be a month to month tenancy, but in all other respects shall be governed by the terms of this Lease, provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such hold-over.

Notwithstanding the foregoing, during any month-to-month tenancy created pursuant to this Section 25, minimum annual rent shall continue to be adjusted to reflect increases in the Consumer Price Index (hereafter as defined in Section 3.C herein). If Tenant holds over after the initial term of this Lease, this adjustment shall be accomplished by multiplying Ninety Thousand Nine Hundred Seventeen and 45/100 Dollars ($90,917.45) by a fraction, the numerator of which shall be the Consumer Price Index as of the most recent date prior to the commencement of the term of the holdover tenancy, and the denominator of which shall be the Consumer Price Index as of the most recent date prior to the commencement of the original term of this Lease. If Tenant holds over after the Renewal Period, this adjustment shall be accomplished by multiplying the minimum annual rent in effect for the first twelve (12) months of the Renewal Period by a

fraction, the numerator of which shall be the Consumer Price Index as of the most recent date prior to the commencement of the term of the holdover tenancy, and the denominator of which shall be the Consumer Price Index as of the most recent date prior to the commencement of the Renewal Period.

26. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the parties hereto that Landlord and Tenant, as their interests may appear and at their respective expense, shall promptly comply with, observe and perform all of the requirements of all the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government or Montgomery County Fire Marshall's Office.

27. DEFINITION OF "LANDLORD": The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession as owner for the time being of the land and Mall or the owner of the lease of the Mall or of the land and Mall of which the premises form a part so that in the event of any sale or sales of said land and Mall or of said Lease, or in the event of a Lease of said Mall, or of the land and Mall, the Landlord hereunder shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the purchaser at any such sale or the leasing of the Mall or of the land and Mall, that the purchaser or the lessee of the Mall has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

28. LANDLORD NOT A PARTNER: It is expressly understood that the Landlord shall not be construed or held to be a partner or associate of the Tenant in the conduct of Tenant's business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of Landlord and Tenant.

29. LANDLORD'S TITLE AND COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has full right and power to execute and perform this Lease, and that it will put Tenant into complete and exclusive possession of the Leased Premises. Landlord further covenants that Tenant, on paying the rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, without any interruption or disturbance by Landlord, during the full term of this Lease, and any extension or renewals hereof.

30. FORCE MAJEURE: Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or unsurged power, sabotage, governmental regulations or controls, inability to obtain any material or service, through Act of God or other cause beyond the control of either party; provided, however, that the failure or inability to pay money shall not be deemed a cause beyond the control of either party, except as set forth in Paragraph 35 below.

31. GENERAL PROVISIONS: It is further understood and agreed, that this instrument contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties hereto, and that the conditions and agreements herein are binding on, and may be legally enforced by the parties hereto, their executors, administrators, successors and assigns, respectively, and that no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof, or of this agreement. 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 herein in which the context may require such a substitution.

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

33. CONTRACT SOLICITATION: Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

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

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

36. WAIVER OF JURY TRIAL: Should any controversy arise by and between the parties concerning any of the terms and conditions contained in this Lease, or the payment of any monies due hereunder, each of the parties hereby waives its right to a jury trial and freely elects to be tried by any court of competent jurisdiction without a jury.

37. PAYMENT OF RENT: Tenant will pay said rent at times specified without demand or deduction to Cabin John Associates Limited Partnership, c/o Carl M. Freeman Associates, Inc. 11325 Seven Locks Road, Potomac, Maryland 20854, or at such other address as may in the future be designated by the Landlord.

38. RULES AND REGULATIONS:

(A) Tenant will comply with all rules and regulations now in effect, or that may hereafter be enacted by the County, State or Federal Government, or the City of Rockville, insofar as the same pertains to the conduct of the Tenant's business in the Leased Premises.

(B) Tenant shall at all times comply with the rules and regulations set forth on Exhibit C attached hereto, and with any reasonable additions thereto and modifications thereof adopted from time to time by Landlord, and each such rule or regulation shall be deemed as a covenant of this Lease to be performed and observed by Tenant.

39. ADDITIONAL RENT: LATE CHARGES

(A) If after written notice to Tenant and refusal of Tenant to pay, and if Landlord shall incur any charge or expense on behalf of Tenant under the terms of this Lease, which charge or expense is uncontested by Tenant, or Landlord elects to cure any default of Tenant under this Lease, or is forced to incur any other expense arising out of such default by Tenant [including, without limitation, reasonable attorneys' fees and disbursements in instituting, prosecuting or defending any suits, actions or

proceedings (including any bankruptcy or insolvency proceedings) to enforce Landlord's rights under this or any other provision of this Lease or otherwise] the sums so paid by Landlord with all interest, costs and damages shall be paid by Tenant to Landlord upon written demand and if not immediately paid shall be deemed to be additional rent, payable with the next due installment of rent; and in addition to and not in limitation of any other rights and remedies which Landlord may have in case of the failure by Tenant to pay such sums when due, such non-payment shall entitle Landlord to the remedies available to it hereunder for non-payment of rent. All such charges or expenses shall be paid to Landlord at its office in Potomac, Maryland.

(B) If Tenant shall fail to pay, when the same is payable, any installment of rent, real estate taxes, common area maintenance cost, additional rent, or any other charges or payments required to be paid by Tenant hereunder (including Section 15), unless contested by Tenant in good faith such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum [but no less than Fifty Dollars ($50.00), to cover Landlord's administrative expenses], and Tenant shall reimburse Landlord for reasonable attorneys fees, if any, incurred by Landlord by reason of said default by Tenant. The foregoing sentence notwithstanding, Landlord will waive all interest on any monthly installment of rent, real estate taxes and common area maintenance costs received by the fifth (5th) calendar day of the month. To the extent permitted by law, the aforesaid interest on unpaid amounts shall continue to accrue during any bankruptcy or insolvency proceedings.

(C) Tenant shall pay Landlord a $100.00 fee for each check received by Landlord which is returned by Tenant's bank unpaid.

40. NO PERSONAL LIABILITY. The parties agree that there shall be no personal liability on the part of Landlord, its successors, assigns or any mortgagee in possession (for the purposes of this paragraph, collectively "Landlord") with respect to any terms of this Lease, provided that Landlord agrees that Landlord's interest in the entire Mall shall stand as security for the satisfaction of every remedy of Tenant for any breach by Landlord hereunder.

41. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

LANDLORD:	TENANT:
CABIN JOHN ASSOCIATES LIMITED PARTNERSHIP c/o Carl M. Freeman Associates, Inc. 11325 Seven Locks Road Potomac, Maryland 20854	MONTGOMERY COUNTY GOVERNMENT Department of Facilities & Services 110 N. Washington Street Room 318 Rockville, Maryland 20850

42. TENANT'S COOPERATIVE ADVERTISING FUND: Tenant shall pay annual dues for participation in but shall not be considered a member of the Tenants Cooperative Advertising Fund (the "Fund"), if any, in an amount equal to $1,200 or such greater amount of annual dues as may be assessed by the Landlord or the Fund from time to time, not to exceed ten percent (10%) per annum, compounded, or the percentage increase per annum compounded, assessed by the Fund (also known as the Merchant's Association Promotional Fund) to the other tenant/merchants, whichever is less. Unless otherwise instructed in writing by Landlord, Tenant shall pay said sum directly to Landlord in twelve equal monthly installments, in advance, in the same manner and at the same times as the monthly installments of fixed annual minimum rent payable hereunder. Such amounts are to be paid without deduction or diminution of any kind and are not to be charged or credited against additional rent otherwise due Landlord. Such annual dues are hereby described as rent to facilitate the collection of same, and all rights and remedies of Landlord in respect to the non-payment of rent shall also apply to any and all defaults in the payment of said dues.

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

WITNESS:

By:_____

ATTEST:
By:_____

LANDLORD:
CABIN JOHN ASSOCIATES LIMITED PARTNERSHIP

By:_____
~~Carl M. Freeman, General Partner~~

~~Date~~:_____

By:CARL M. FREEMAN ASSOCIATES, INC.
GENERAL PARTNER

By:_____
~~Carl~~ JOSHUA M. Freeman, President

Date: 6/18/92

ATTEST:

By: Kathy Barbor

TENANT:
MONTGOMERY COUNTY, MARYLAND

By:_____
Alastair McArthur, Deputy
Chief Administrative Officer

Date: 6/24/92

RECOMMENDED BY:

By:_____
Gloria W. Kratz, Chief
Real Estate Management

Date: 6/22/92

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

By:_____

Date: 5/29/92

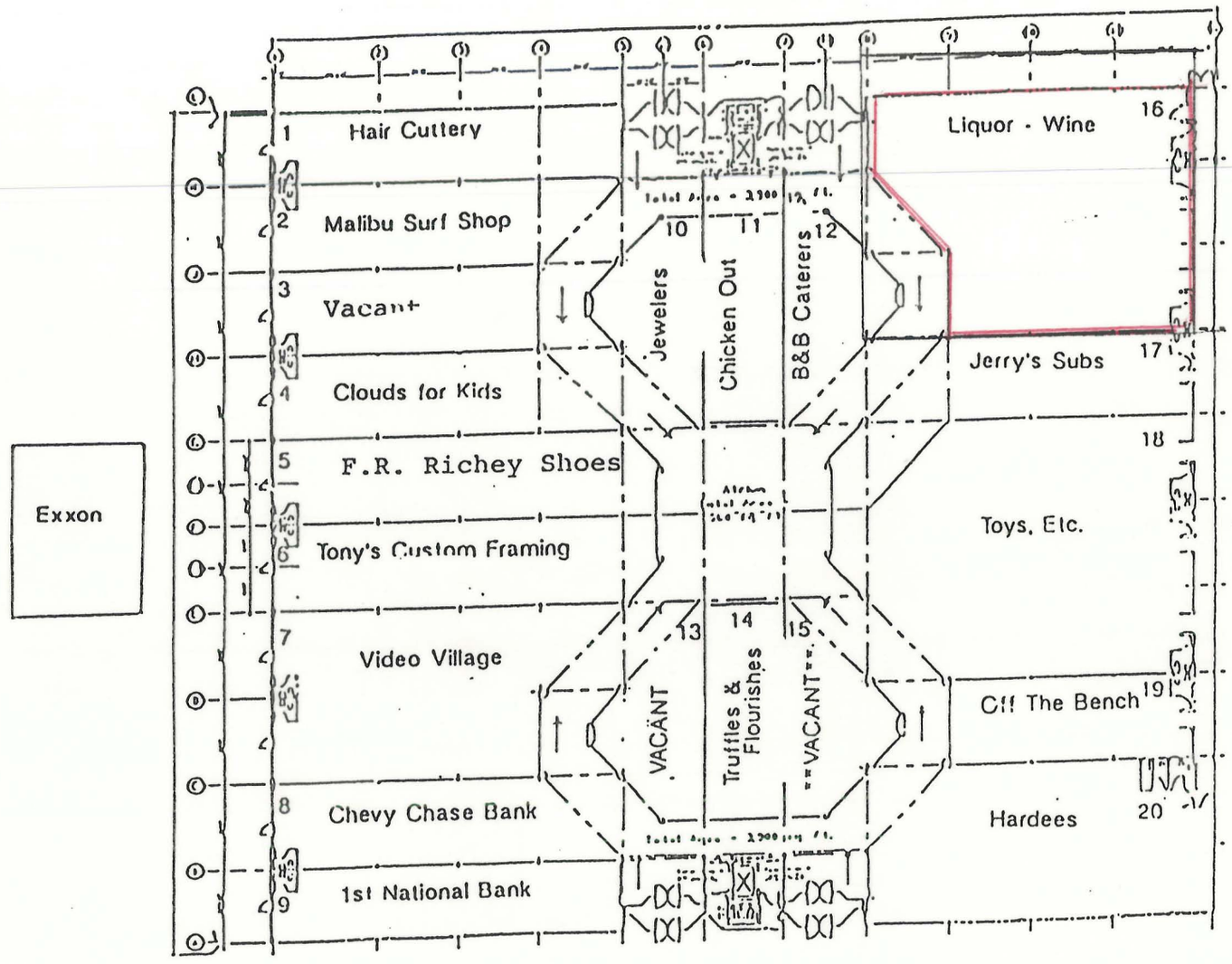
2001G

CAREY WINSTON COMPANY
(301) 961-9000

Cabin John Mall
Potomac, Maryland

EXHIBIT A

Exhibit A



first floor

CABIN JOHN MALL

Exhibit B

Common Area Maintenance Costs

Common area maintenance costs shall include all costs and expenses of every kind and nature as may be paid or incurred by Landlord in operating, policing, protecting, managing, equipping, lighting, heating, cooling, repairing, replacing and maintaining the common areas and common facilities, including, but not limited to, the cost and expense of:

(i) operating, maintaining, repairing, replacing, lighting, cleaning, sweeping, painting and resurfacing of the common areas and common area facilities, including, but not limited to: the Mall heating, ventilating and air-conditioning system, parking lots, curbs, gutters, sidewalks, paving, vehicle area lighting facilities, lighting and sound facilities, storm and sanitary drainage systems and other utility conduits, systems, ducts and similar items, fire protection systems, sprinkler systems, utility sprinkler and security alarm systems, Mall signs on and off the Mall site, Mall signs and wiring, retaining walls, curbs, gutters, fences, sidewalks, canopies, steps and ramps in the common areas, exclusive of casualty loss replacement covered by insurance.

(ii) a reserve for resurfacing the parking lot, curbs, gutters and sidewalks, calculated on a 10-year life (which reserve will be maintained in a separate interest-bearing account and applied to the payment of said resurfacing expenditures when they occur);

(iii) gardening, landscaping and maintenance of grass, trees and shrubbery;

(iv) all premiums for all insurance maintained by Landlord in connection with the Mall, including, without limitation: liability for bodily injury, death and property damage; insurance on the Mall (including the common areas) against fire, extended coverage, theft or other casualties; workman's compensation; plate glass insurance for glass exclusively serving the common areas; sign insurance; and (if available and deemed advisable by Landlord) loss of rent insurance for up to a 12-month period;

(v) security;

(vi) personal property taxes on equipment and systems in, pertaining to, or used in maintaining and operating the common areas and outdoor areas;

(vii) utility charges and other costs of lighting the common areas, the vehicle areas, Mall signs and other like facilities;

(viii) vehicle area line painting, and removal of snow and ice;

CABIN JOHN MALL

Exhibit C

Rules and Regulations

Tenant shall, at all times during the term of the Lease:

1. Use, maintain and occupy the premises in a careful, safe, proper and lawful manner, keep the premises and its appurtenances in a clean and safe condition;

2. Keep all glass in the doors and windows of the premises clean and in good repair;

3. Not place, maintain or sell any merchandise in any vestibule or entry to the premises, on the sidewalks or Mall area adjacent to the premises, or elsewhere on the outside of the premises without the prior written consent of Landlord;

4. Keep the premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests;

5. Not permit undue accumulations of garbage, trash, rubbish and other refuse in the premises, and keep refuse in closed containers within the interior of the premises until removed.

6. Not use, permit or suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the premises;

7. Not deliver or permit delivery of merchandise to the premises after 10:00 a.m. on any day;

8. Light the show windows and exterior signs of the premises to the extent required in the Lease;

9. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the premises;

10. Not cause or permit objectional odors to emanate or be dispelled from the premises;

11. Not overload the floors or electrical wiring and not install any additional electrical wiring or plumbing without Landlord's prior written consent;

12. Not use show windows in the premises for any purpose other than display of merchandise for sale in a [illegible] and attractive manner;

13. Not conduct or permit any public or private auction sale to be conducted on or from the premises; and

(ix) collection and removal of trash from all outdoor areas in the Mall;

(x) equipment, machinery and supplies used in the operation and maintenance of the Common Areas (including cleaning and snow removal equipment) and of Mall signs, fixtures and furnishings (including the cost of inspection and depreciation thereof unless the original cost was included in the common area maintenance costs, which depreciation shall be calculated on a straight-line basis and on lives based upon the Internal Revenue Service guidelines from time to time extant);

(xi) power and fuel for operating common area equipment and systems and for operating vehicles and equipment used for cleaning, maintenance and snow removal; and

(xii) salaries of personnel directly engaged in operating, cleaning and maintaining the common areas (including security personnel and parking attendants), and all related payroll charges, benefits and taxes.

Common Area Maintenance Costs shall also include all charges paid by the Landlord for water and sewer service to the Mall.

14. Not solicit business in the common areas of the Mall or distribute handbills or other advertising materials in the common areas, and if this provision is violated, the Tenant shall pay Landlord the cost of collecting same from the common areas for trash disposal.