

LEASE AGREEMENT

BETWEEN

LASZLO N. TAUBER, M.D. & ASSOCIATES

AND

MONTGOMERY COUNTY, MARYLAND

Dated: FEBRUARY 11, 1998

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THIS LEASE AGREEMENT, MADE THIS 11TH day of, FEBRUARY, 1998, by and between LASZLO N. TAUBER, M.D. & ASSOCIATES, a Maryland Joint Venture Partnership, hereinafter "Landlord"; and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter "Tenant".

ARTICLE ONE. DEMISED PREMISES

A. For and in consideration of the rentals and other sums agreed herein to be paid by the Tenant to the Landlord, and in further consideration of the covenants, agreements, conditions and terms on the part of the Tenant and the Landlord to be performed, kept and fulfilled as herein set forth, the Landlord does hereby lease unto Tenant and the Tenant hereby leases and hires from the Landlord, the demised premises, being a store unit consisting of approximately 5,815 square feet, situated in the City of Bethesda, County of Montgomery, and State of Maryland, which is shown on the attached Exhibit "B" and hereby described as follows: a one story store unit located in the Westwood Shopping Center at 5432 Westbard Avenue, Bethesda, Maryland, 20816.

B. The term of this Lease shall be FIVE (5) years, commencing on the 1ST day of NOVEMBER, 1997, and ending on the 31ST day of OCTOBER, 2002, unless sooner terminated as hereinafter provided.

C. Notwithstanding the foregoing, the terms hereof may be extended in accordance with the provisions of Article Thirty (30) of this Lease.

ARTICLE TWO. MINIMUM GUARANTEED RENTAL

The fixed annual minimum rent during the term of this lease shall be payable by Tenant in equal monthly installments, in advance, on or before the first day of each month, at the office of Westwood Management Corporation, 5110 Ridgefield Road, Suite 404, Bethesda, Maryland, 20816, or at such other place designated by the Landlord, without prior demand therefor, and without any deduction or set-off whatsoever. Said fixed minimum annual rent shall be ONE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED THIRTY-NINE and 00/100 DOLLARS (\$177,939.00), payable FOURTEEN THOUSAND EIGHT HUNDRED TWENTY-EIGHT and 25/100 DOLLARS (\$14,828.25) per month. The first month's rent shall be due on November 1, 1997, and monthly thereafter.

Commencing the second lease year, and annually thereafter, the minimum guaranteed rental shall increase in accordance with the following schedule.

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
2	\$183,277.20	\$15,273.10
3	\$188,775.48	\$15,731.29

4	\$194,438.76	\$16,203.23
5	\$200,271.96	\$16,689.33

<u>Option Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$204,277.44	\$17,023.12
2	\$210,405.72	\$17,533.81
3	\$216,717.84	\$18,059.82
4	\$223,219.44	\$18,601.62
5	\$229,916.04	\$19,159.67

In the event Tenant's rental payment is received postmarked after the seventh (7th) day of the month, Tenant shall promptly pay to Westwood Management Corporation a service charge of \$5.00 per day (minimum charge \$50.00) for each day following the first day of the month that such rental is in arrears.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

ARTICLE THREE. UTILITY REIMBURSEMENT

Tenant shall promptly pay all utility charges for utilities furnished or rendered directly to the demised premises, which utilities may include but shall not be limited to water, sewer, gas, oil and electricity. In no event shall Landlord be liable in damages or otherwise for any interruption or failure in the supply of any such utilities to the demised premises, unless the damage is caused by the negligent act(s) of Landlord, Landlord's agents, invitees or employees.

The Tenant agrees to pay to the Landlord, as additional rent hereunder, a sum equal to its proportionate share of the Landlord's gross costs of all water and sewer charges. Tenant's proportionate share for non-separately metered utilities, will be determined by multiplying the utility charge for such utilities by a fraction, the numerator of which shall be the floor area of the Demised Premises, and the denominator of which shall be the floor area using such utilities. Tenant agrees to pay, on account of such pro rata share of all water/sewer charges, the sum of THIRTY & 00/100 (\$30.00) dollars per month as Tenant's contribution to such pro rata share of all water charges; provided, however, that if at the end of each year during the lease term the total monthly water charges paid by Tenant during such year shall be less than Tenant's share of the final actual water charges for the year, Tenant shall pay to Landlord the excess within twenty (20) days after demand for same by Landlord.

Tenant shall receive a credit against the succeeding payment in the event the Tenant's payments for the previous year exceed actual charges. Tenant shall have the right upon reasonable prior notice to review and audit Landlord's utility charges.

ARTICLE FOUR. REAL ESTATE TAXES

A. Tenant agrees to pay, as additional rent hereunder, a sum equal to Tenant's proportionate share of all real estate taxes which may be levied or assessed by lawful taxing authorities against the land, buildings and all improvements in the shopping center.

"Real Estate Taxes" shall be deemed to mean all city, county, town and village taxes, special or general, ordinary or extraordinary, assessments, water and sewer rents, charges for public utilities (unless otherwise already covered in utility reimbursement provisions), excises, levies, license and permit fees, and other governmental charges which shall be imposed upon or become due and payable or become a lien upon the premises or any part thereof, including the building and improvements which may hereafter be placed or erected thereon, or on the sidewalks or streets in front of the same by any Federal, state, municipal, or other governmental or public authority under existing law, or practice or under any future law or practice, and reasonable costs and expenses incurred in contesting or negotiating an adjustment thereof. The real estate taxes for any calendar year shall mean the real estate taxes actually paid or due to be paid during such calendar year, whether or not such real estate taxes relate to such calendar year or a fiscal year.

Tenant's proportionate share of real estate taxes shall be determined for each calendar year by multiplying the real estate taxes for such calendar year by a fraction, the numerator of which shall be the floor area of the demised premises (5,815 square feet), and the denominator of which shall be the floor area of all rentable space in the Westwood Shopping Center (101,844 square feet). Tenant's liability for Tenant's proportionate share of any real estate taxes and assessments for the calendar years during which this lease commences and terminates shall in all events be subject to a pro-rata adjustment based on the number of days of said calendar year during which the term of this lease is in effect. Landlord and Tenant agree Tenant's pro-rata share of said real estate taxes for the building is 5.67%.

Tenant's proportionate share of such real estate taxes shall be payable, in advance, in monthly installments on or before the first day of each calendar month during the term of this lease, subject to annual or periodic adjustments as hereinafter provided. The monthly installment shall be SEVEN HUNDRED DOLLARS (\$700.00) through the close of the calendar year during which the

term of this lease commences. The amount of the monthly installment shall be adjusted (upwards or downward) commencing January 1 of the first calendar year after the date of commencement of the term of this lease and on the first day of each calendar year thereafter during the term of this lease to an amount equal to Landlord's reasonable estimate for Tenant's proportionate share of the real estate taxes for the forthcoming calendar year.

Moreover, if prior to the rent commencement date Landlord has paid any real estate taxes for the calendar year in which the rent commencement date occurs, then, at the option of the Landlord, Tenant agrees to pay Landlord within twenty (20) days after demand therefor, the amount, if any, by which Tenant's proportionate share of said real estate taxes paid exceeds the total of the monthly installments to be paid by Tenant pursuant to the immediately preceding paragraph during such calendar year. The provisions of this paragraph shall not affect or diminish Tenant's obligations to pay monthly installments as hereinabove provided in this Article.

Subsequent to the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of real estate taxes for such calendar year if the total amount paid by Tenant under the immediately preceding paragraphs applicable to the real estate taxes for any such calendar year shall be less than the actual amount due from Tenant applicable to such real estate taxes for such calendar year as shown on such statement; Tenant shall pay to the Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within twenty (20) days after the furnishing of each such statement.

If the operation of any foregoing provisions result in payment of Tenant's proportionate share of real estate taxes for calendar years extending beyond the term of this lease, Landlord, within thirty (30) days following the expiration of the term of this lease, shall reimburse Tenant any such amount, less amounts then due Landlord from Tenant.

A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of taxes and/or assessments assessed or levied against the property to which such bill relates. Landlord's and Tenant's obligations under this paragraph shall survive the expiration of the term of this Lease.

In the event that any present or future enactment of any state or political subdivision thereof or any governmental authority having jurisdiction thereof: (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 Building to Landlord derived from the shopping center with respect to the Landlord's (or Landlord's lessor's) ownership of the land and improvements comprising the

Building, either by way of substitutions 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 complex, such tax, assessment and/or surcharge shall be deemed to constitute real estate taxes for the purpose of this Article and Tenant shall be obligated to pay its proportionate share thereof as provided herein.

B. Tenant shall at all time be responsible for and shall pay all municipal, county, state and Federal taxes assessed against Tenant's leasehold interest in the demised premises or against any personal property of any kind owned, installed or used by Tenant.

C. Tenant shall not be responsible for any tax proportionate share directly attributed to the sale or re-financing of the shopping center by Landlord.

ARTICLE FIVE. COMMON AREA MAINTENANCE

Landlord affirmatively represents and warrants that it shall perform all necessary repairs and maintenance to the common areas of the shopping center. Tenant agrees to pay, as additional rent hereunder, a sum equal to its proportionate share of the Landlord's gross costs of operation of the common areas of the shopping center in accordance with the following:

The Tenant agrees to pay to the Landlord, on account of such gross costs, the sum of FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$485.00) per month as Tenant's contribution toward the cost of maintaining the common areas of the shopping center; provided however, that if at the end of each year during the term hereof, the total of the monthly charges paid by the Tenant during such year shall be less than the Tenant's share of the final actual gross costs for each year, the Tenant shall pay to the Landlord the excess within twenty (20) days after demand for same by Landlord. The Tenant's share of the Landlord's gross costs for operation of the common areas of the shopping center shall be determined for each year by multiplying such costs by a fraction, the numerator of which shall be the floor area of the demised premises (5,815 sf), and the denominator of which shall be the aggregate of the floor area of all rentable space of the building (101,844 sf) comprising the Westwood Shopping Center. Commencing the second calendar year Landlord throughout the term of this lease shall have the right, not the obligation, to adjust the monthly installment described herein to reflect actual monthly costs incurred. Said amount shall be adjusted to an amount equal to one-twelfth of Tenant's proportionate share of the gross costs for the immediately preceding calendar year (subject to the annual adjustments as provided above). Landlord and Tenant agree

that Tenant's share of Landlord's gross costs for operation of the common area is 5.67%. The Tenant reserves the right to review the Landlord's records of common area expenses.

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

B. The Landlord's gross costs shall mean the total cost and expense incurred by Landlord in each calendar year in operating and maintaining the common areas and facilities of the shopping center, including, without limitation, the cost of maintaining, repairing or replacing all service pipes, electric, gas, water lines and sewer mains leading to and from the demised premises, all utility charges incurred in operating the building and common areas, all costs incurred in repaving, resurfacing, gardening and landscaping; the cost of casualty, public liability, property damage and all other insurance coverage reasonably required for the common areas of the shopping center; repairs and improvements, line painting and stripping; lighting, sanitary control, removal of snow, trash, and rubbish, and the cost of personnel to implement such services, as well as the costs of personnel to direct parking and to provide security for the public areas and facilities. The Landlord agrees to use it's best efforts to secure all common area charges at competitive market values. The gross costs incurred by the Landlord for each calendar year in operating and maintaining the common areas and facilities of the shopping center excludes brokers or real estate agents commission, capital improvements, mortgage payments, cost of correcting defects in original construction or complying with existing law, depreciation, and other non-cash expenses, financing expenses (ground rent, mortgage interest and amortization) and warranty work for Landlord's construction.

ARTICLE SIX. POSSESSION

A. Tenant has possession of the demised premises and all equipment serving the demised premises and its possession thereof shall be conclusive evidence of its receipt thereof in good order and repair, and Tenant agrees and admits that no representation as to the condition or repair thereof has been made by Landlord or by any party on behalf of Landlord. Tenant further acknowledges that the condition of the premises as delivered to Tenant may not be sufficient to receive an occupancy permit. Tenant agrees to apply for and obtain its own occupancy permit.

ARTICLE SEVEN. SIGNS

Tenant shall place no signs, awnings, curtains, shades or exterior lighting on any show window or any part of the exterior of the demised premises, or in the interior of the demised premises if visible from the exterior of the demised premises, without the prior written consent of Landlord. Tenant shall not paint any brick work, cornice work, mill work or metal work on the front of the demised premises without the prior written consent of Landlord. For the purposes hereof, signs include window or door lettering, placards, and other items, whether located inside or outside the demised premises, if visible from the exterior of the demised premises. Subject to applicable local sign regulations. In the event Landlord chooses to upgrade, rehabilitate, remodel or renovate the facade of the building, or the portion thereof in which the demised premises are located at Landlord's cost and expense, Tenant agrees to cooperate in such renovation by promptly, upon thirty (30) days request, remove its existing signs and promptly replace them, at Tenant's sole cost and expense, with illuminated signs on the exterior facade in accordance with revised sign criteria established by Landlord. Tenant's signs shall in no way diminish the rights or ability of other tenants in the complex to maintain or erect signs identifying their businesses. Any sign permits which are required shall be obtained and paid for by the Tenant.

ARTICLE EIGHT. USE OF THE DEMISED PREMISES

A. Tenant covenants and agrees that during the term hereof the demised premises will be used only as a retail liquor store, or such other lawful uses as are reasonably customarily incidental to the use of a Montgomery County Liquor Store. Tenant specifically covenants and agrees that the demised premises will not be used for any purpose other than as stated herein.

B. Tenant agrees to open for business to customers from the demised premises immediately upon the delivery of the demised premises to Tenant. During the term of this lease, Tenant agrees to open and operate under the name of Montgomery County Liquor and further agrees not to change the foregoing trade name under which Tenant conducts business in the demised premises without first obtaining the Landlord's written consent.

C. Tenant agrees:

1. To open for business during the entire term of this lease no later than 10:00 a.m. daily, except weekends and holidays.
2. To operate continuously for business during the term hereof until at least 5:00 p.m. daily, except weekends and holidays.

3. To keep the store front of the demised premises and the exterior signs adequately lighted until 9:00 p.m.

Failure to comply herewith, after reasonable notice from Landlord not exceeding twenty (20) days, shall constitute a default under the terms of this lease.

D. Tenant agrees that it will not suffer or permit the demised premises to be used for any unlawful or immoral purpose and that it will not suffer or permit any article to be brought on or any act to be done on the demised premises which shall render the demised premises or the building of which they are a part uninsurable. Landlord and Tenant agree that Tenant's existing use has no bearing on Landlord's ability to obtain insurance. Tenant, in the conduct of its business, will at its own expense, obtain all occupancy permits for the demised premises and will fully and completely comply with all applicable laws, ordinances, rules and regulations of any and all governmental authorities having jurisdiction of the demised premises (including, without limitation, cleanliness, health, safety, occupational and use laws and regulations), now existing or hereafter adopted, and the requirements of all insurance underwriters and mortgagees or lessors of the demised premises. Tenant further agrees that in no event shall it use the demised premises for purposes which are prohibited by zoning or similar laws and regulations or covenants, conditions or restrictions of record.

E. Tenant agrees that the space set aside for the parking of automobiles is owned and in the complete control of Landlord. Tenant's employees are requested to park their automobiles in the spaces farthest from the store front. The parking spaces closest to the stores are reserved for the patrons of the Westwood Shopping Center.

ARTICLE NINE. LEASE YEAR

As used herein, the term "lease year" means that period beginning on the commencement date of the term of this lease and terminating on the last day of the twelfth (12th) full calendar month thereafter (including the calendar month in which the term of this lease commences if this lease commences on the first day of a calendar month), and each succeeding period of twelve (12) full calendar months, during the entire lease term and any renewals or extensions, provided, the last lease year shall be the period of twelve (12) full calendar months or less expiring on the expiration date of the term.

ARTICLE TEN. MAINTENANCE AND REPAIRS

A. Landlord Responsibility

Landlord will keep the roof and the exterior walls of the demised premises (excluding the store front, interior non-structural portions of the exterior walls, and any plate glass, windows, window frames, doors and door frames) in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repair. Notwithstanding any other provision of this lease, in no event shall Landlord be responsible for repairing any damage to, or performing any maintenance of, the demised premises when any such damage and/or maintenance is caused or necessitated by (i) any act or omission of Tenant or any of Tenant's employees, agents, customers, invitees or licensees, (ii) any fixtures, equipment or other item installed in or placed in the demised premises by Tenant, or (iii) any use of the demised premises not permitted under the terms of this lease. Landlord agrees to use diligent efforts to minimize interference to Tenant's business operations as a result of Landlord's entry onto the Demised Premises for necessary inspections and repairs.

B. Tenant Responsibility

1. Maintenance

Except for the repairs Landlord is obligated to make pursuant to A, above, Tenant shall, at its own cost and expense, make all necessary repairs, improvements and decorations and perform all maintenance on, in and to the demised premises that are necessary or appropriate to keep the demised premises in good condition and repair and in a safe and tenantable condition, unless such repairs are caused or necessitated by the negligent act(s) of Landlord, Landlord's agents, invitees or employees. All such repairs, improvements, decorations and maintenance shall be accomplished in a good and workmanlike manner and in compliance with all applicable requirements of law, and Tenant shall use materials equal in quality and kind to the materials used in improvements or betterments employed as the commencement of business by Tenant from the demised premises. Said obligation shall include, but is not limited to, the maintenance, repair and replacement of the store front, Tenant's signs, all mechanical, plumbing, heating, air-conditioning, ventilating and electrical systems, and all other fixtures, appliances and facilities furnished by Landlord or installed by Tenant. Tenant shall not permit the accumulation of garbage, rubbish or other waste in or around the demised premises. Landlord may, but need not, perform any covenant to be performed by Tenant hereunder if Tenant fails or neglects to do so within a reasonable time, not exceeding five (5) days, after Landlord has given Tenant written or telephonic notice specifying Tenant's default and stating the Landlord's intention of so doing, and Landlord may charge to Tenant the reasonable cost and expense thereof, which cost and expense shall

be treated as additional rent, due and payable upon five (5) days demand. Tenant agrees that the plumbing facilities shall not be used by Tenant, Tenant's employees, agents, customers, invitees or licensees for any other purpose than that for which they were intended, and no foreign substance of any kind shall be thrown or deposited therein, and the expense of curing and repairing any breakage, stoppage or damage resulting from a violation of this provision shall be paid by Tenant, as additional rent, upon five (5) days demand by Landlord.

2. Condition of Interior

Tenant will keep the show windows and interior of the demised premises in a clean, orderly, and attractive condition at all times, unless such repairs are caused or necessitated by the negligent act(s) of Landlord, Landlord's agents, invitees or employees. Tenant will not cut or drill into or secure any fixture, apparatus or equipment of any kind to any part of the demised premises, without first obtaining Landlord's written consent.

3. Plate Glass Replacement

Tenant shall, at its own cost and expense, maintain and replace, as required, all glass, doors and windows, and all portions thereof, in the demised premises, unless such repairs are caused or necessitated by the negligent act(s) of Landlord, Landlord's agents, invitees or employees.

4. Alterations by Tenant

Prior to any work, installations or alterations by Tenant in the demised premises, Tenant shall submit to Landlord plans and specifications covering all work which Tenant proposes to perform in the demised premises, including without limitation, the interior store layout, fixtures and decor. Such plans and specifications shall be prepared in such reasonable detail as Landlord may require and Tenant agrees not to commence work upon any of the aforesaid Tenant's work until Landlord has approved such plans and specifications. Landlord agrees to act with reasonable promptness with respect to approval of such plans and specifications and agrees not to unreasonably withhold approval of Tenant's work. Upon approval of said plans and specifications by Landlord, Tenant shall make, at its own cost and expense, the approved alterations or changes to the demised premises in a good and workmanlike manner and in compliance with all applicable requirements of law. All alterations, once commenced, shall be diligently pursued to completion.

Notwithstanding anything to the contrary in the foregoing, Tenant shall have no right to make any structural change, alteration or addition to the demised premises.

5. Condition of Premises at Expiration or Termination

At the expiration of the term or earlier termination of this lease, Tenant will quit and surrender the demised premises in as good condition and repair as they were when entered into, reasonable use and wear thereof, and alterations, additions, erections, or improvements permitted pursuant to 4 above, excepted. All alterations, additions, erections or improvements (including, in all events, all heating, ventilating and air-conditioning equipment and systems) on or in said demised premises at the expiration of the term or earlier termination of this lease, except furniture or trade fixtures installed at the expense of the Tenant, shall be and become a part of the demised premises and shall remain upon and be surrendered with the demised premises. Notwithstanding the foregoing, if Landlord shall have notified Tenant to do so no later than thirty (30) days following the expiration date or earlier termination of the term of this lease, Tenant shall restore the premises to the condition they were in prior to the commencement of the term of this lease, or Tenant's performance of alterations, and remove said furniture and trade fixtures. Should Tenant fail to cause such restoration or remove said items, then they shall be considered as abandoned and become the property of Landlord, or Landlord may have them removed and disposed of at Tenant's sole cost and expense. All damage done in the course of removing any property as aforesaid shall be repaired at Tenant's sole cost and expense.

6. Liens

Tenant will not permit or suffer any lien to attach to the demised premises or the building, or the interest of Landlord or Landlord's lessor therein, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate (or Landlord's Lessor's interest or estate) to any lien. Tenant covenants and agrees to save and hold harmless the Landlord from and against any such lien or claim of lien. In the event that any lien is filed against the demised premises or Westwood Shopping Center, because of Tenant's work in the demised premises, or the interest of Landlord or Landlord's lessor therein as a result of additions, alterations, repairs, installations or improvements made or claimed to have been made by Tenant or anyone holding any part of the demised premises through or under Tenant, or any other work, act or failure to act of any of the foregoing, Tenant shall fully pay or discharge the same within thirty (30) days from the filing thereof. If Tenant fails to discharge by payment, bond (with surety satisfactory to Landlord) or court order, any such lien, Landlord, at its option, in addition to all other rights or remedies provided in this lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof for the account of Tenant, and all expenses incurred by Landlord in so discharging said lien shall be paid by Tenant to Landlord as additional rent on five (5) days

demand.

7. Opportunity to Cure

Tenant reserves the right, but is not obligated, to make structural and other repairs that are Landlord's obligation after reasonable notice and opportunity to cure is give to Landlord. Should Tenant have to exercise this right, the work will be performed in the same workmanlike manner using similar materials to those originally employed by Landlord. Tenant also reserves the right to offset expenses from such repairs against future rent or common area charges.

ARTICLE ELEVEN. INSURANCE AND INDEMNITY

At all times during the term hereof, Tenant shall keep in force at its own expense in companies or a self insurance program acceptable to Landlord and naming as insured both Landlord (and Landlord's agent, mortgagees and lessors) and Tenant:

A. Fire and Public Liability Insurance

Tenant shall obtain and maintain, during the full term of this Lease, and any extensions thereof, a policy of public liability insurance with bodily injury limits of Five Hundred Thousand (\$500,000.00) Dollars for injury (or death) to one person, One Million (\$1,000,000.00) Dollars per occurrence, and property damage insurance with a limit of Two Hundred Thousand (\$200,000.00) Dollars.

B. Tenant-Caused Increase in Insurance Costs

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the demised premises any article which may be prohibited by the standard form of fire and extended coverage insurance policy. Tenant agrees to pay, on ten (10) days written demand, and as additional rent, any increase in premiums for fire and extended coverage, boiler, rent loss, and liability and property damage insurance with all its endorsements that might be charged during the term of this lease on the amount of such insurance which may be carried by Landlord on the demised premises or any part thereof resulting from the type of merchandise sold by Tenant or the activities carried on by Tenant in or at the demised premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the demised premises, a schedule, issued by the organization making the insurance rate on the demised premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the insurance rate on the demised premises or any part of the building.

C. Evidence of Coverage

Tenant will furnish to Landlord, no later than the date of the commencement of the term of this lease (and thereafter, no later than thirty (30) days prior to the expiration of any policy), copies of policies or certificates of insurance evidencing coverage required by this lease and such evidence of payment of the premiums therefor as Landlord may request. In the event Tenant fails to furnish Landlord with such evidence of coverage and payment of premiums, such failure shall be considered a default hereunder, and, in addition to the other remedies Landlord may have hereunder for Tenant's default, Landlord shall have the right, but not the obligation, to procure, on behalf of Tenant, insurance coverage for any such matter, and Landlord's cost therefore shall be deemed additional rent, and payable by Tenant on five (5) days demand by Landlord. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

D. Indemnification

To the fullest extent this agreement may be effective according to law, Tenant covenants and agrees that it will protect and save and keep the Landlord harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Tenant or those holding under Tenant, and that Tenant will at all times protect, indemnify and save and keep harmless the Landlord against and from all claims, loss, cost, damage or expense arising out of or from any act, omission or negligence of Tenant, or Tenant's contractors, licenses, agents, servants or employees, or arising from any accident or other occurrence on or about the demised premises causing injury to any person or property whomsoever or whatsoever (except those caused by the negligent acts(s) of the Landlord, Landlord's agents, invitees, or employees), and will protect, indemnify, save and keep harmless the Landlord against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this lease. Tenant agrees that the foregoing agreement to indemnify and hold Landlord harmless shall extend to reasonable attorneys' fees incurred by Landlord in the defense of any claim (whether or not such claim is reasonable), and/or defense of any such claim through counsel selected by Landlord.

Tenant shall not, however, be liable for damage or injury occasioned by the sole negligence, tortious, intentional acts or willful violation of this Lease by Landlord or it's agents. The tortious or intentional acts of other people or entities are also excluded from this indemnification. If a claim is made against the Landlord which the Landlord deems to be the responsibility of

the Tenant under this indemnification, the Landlord shall promptly notify the Tenant in writing of the circumstances thereof and shall tender the claim to Tenant.

This indemnification is limited to damages arising solely from County negligence and is subject to the liability and damage caps stated in the local government Tort Claims Act. Notwithstanding the aforementioned indemnification provisions of this Lease, nothing in this Lease should be considered to constitute a waiver of governmental immunity and is not intended to create any rights or causes of action in third parties.

E. For so long as Montgomery County Maryland remains the Tenant under this Lease, or for so long as any entity to whom this Lease has been assigned in accordance with the express terms of this Lease is insured under the "County Self-Insurance Program" as set forth in Sections 20-37 of the Montgomery County Code 1994, as amended; Tenant shall have the right to self-insure. Tenant and Landlord hereby waive any right of subrogation against the other to the extent that the liability arises from a cause covered by insurance or self-insurance, provided that the parties insurance policies (if any) permit such a waiver.

ARTICLE TWELVE. DAMAGE TO PERSONAL PROPERTY

All personal property, fixtures, goods, wares and merchandise in the demised premises shall be and remain at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of such personal property, fixtures, goods, wares or merchandise arising from any acts of negligence of any other tenants or persons, nor from the bursting, overflowing or leaking of the roof or downspouts, or of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever including snow, wind or ice, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or about said premises, unless caused by the negligent act(s) of Landlord, Landlord's agents, invitees, or employees; the Tenant expressly agrees to indemnify and save the Landlord harmless in all such cases and, in addition, for any damage to any property of Landlord or others caused by the negligence of Tenant, Tenant's agents, customers, invitees or employees. Further, to the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage described in this Article.

ARTICLE THIRTEEN. DAMAGE TO PREMISES

Landlord will maintain fire and extended coverage insurance on

the building. If the demised premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Landlord shall promptly, but no later than ninety (90) days after such damage, or longer as reasonable depending on the repair, at its own expense, cause such damage to be repaired, and the fixed annual minimum rent and all additional rent shall not be abated or reduced. If by reason of such occurrence, the demised premises shall be rendered untenable only in part, Landlord shall promptly, at its own expense, cause the damage to be repaired, and the fixed annual minimum rent, and all additional rent, shall be reduced proportionately during the period of such untenability as to the portion of the demised premises rendered untenable, based on the proportion that the number of square feet of floor area of the demised premises rendered untenable bears to the total number of square feet of floor area of the demised premises. If the demised premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly, but no later than ninety (90) days after such damage or longer as reasonable depending on the repair, at its own expense, cause such damage to be repaired and the fixed annual minimum rent shall be reduced during the period of such untenability in whole. Notwithstanding anything to the contrary in the foregoing, if the demised premises shall be destroyed or damaged to the extent of fifty percent (50%) or more of their replacement value above foundations walls or rendered wholly untenable after the beginning of the last three (3) years of the then current term of this lease or twenty-five [25%] percent during the last two (2) years of the then current term of this lease, or fifteen percent (15%) during the last year of the then current term of this lease), or, if at any time forty percent (40%) or more of the buildings and improvements comprising the building shall be damaged or destroyed or rendered substantially untenable by any such casualty, Landlord or Tenant may terminate this lease by notice to either party, said notice to be given within forty-five (45) days of the event giving rise to such damage or destruction. Any such termination as aforesaid shall not affect any rights theretofore accrued to Landlord hereunder because of prior defaults of Tenant. Barring any rights previously accrued by Landlord for prior defaults of Tenant, the exercise of any of the above mentioned termination provisions by either party shall have the effect of expiring the Lease on the date set forth in said termination notice as if such date were the date originally set forth as the expiration of the terms of this Lease. During the course of repairing the demised premises or the building after any such damage, Landlord shall be entitled to use of the common areas for storage of materials and staging of any appropriate work, including such temporary denial of pedestrian or vehicular access as is necessary or appropriate. In such an event, the Landlord will make every possible effort, to facilitate access and visibility to the demised premises. The time required by Landlord to repair any said damage as aforesaid shall be extended by such time as is necessary or

reasonably appropriate. The time required by Landlord to repair any said damage as aforesaid shall be extended by such time as is reasonably required by Landlord to settle any insurance claim arising out of the damage to the demised premises or the building. Landlord's obligation to repair any such damage shall in any event be limited to the proceeds actually received by Landlord from insurance coverage, and shall be limited to the basic building, store front (other than Tenant decoration or modification thereof), and interior structural work existing as of the date of commencement of the term of the lease, and in no event shall include repair of any alterations, improvements or betterments made by Tenant in or about the demised premises. Tenant, after the occurrence of any such fire or other casualty shall, at its own cost and expense, promptly repair and restore the portion of the demised premises Landlord is not obligated to restore, as well as Tenant's fixtures, equipment and appurtenances. Landlord agrees to use Landlord's best efforts to obtain an endorsement to any insurance policy or policies carried pursuant to this Article, whereby the insurer waives any right of subrogation against Tenant on any claim that Landlord, or any other party having an interest in such insurance policy or the proceeds therefrom, may have against Tenant.

ARTICLE FOURTEEN. CONDEMNATION

In the event that any portion of the demised premises shall be taken or condemned for public use, the Landlord shall, to the extent of the condemnation award available to Landlord, rebuild and restore the remaining portion thereof so as to make an architecturally complete unit, and the fixed annual minimum rent, and all additional rent, provided for under the provisions of Article Two shall be reduced in the proportion which the actual floor area of the demised premises taken bears to the entire floor area of the demised premises. Where a portion of the Demised Premises is taken or condemned without the termination of this Lease, the Lease will be terminated as of the effective date of the taking, but only with respect to the portion of the Demised Premises taken. However, in the event that twenty-five percent (25%) or more of the total floor area of the demised premises shall be so taken, either Tenant or Landlord may cancel and terminate this lease by serving upon the other party a written notice of its intention to do so within thirty (30) days after the condemnation judgement shall be entered, in which event Landlord shall not be required to restore or rebuild the demised premises. Moreover, in the event twenty-five (25%) percent or more of the floor area of the building shall be so taken, Landlord shall have the right to cancel and terminate this lease by serving upon Tenant a written notice of its intention to do so within thirty (30) days after the condemnation judgement shall be entered. It is agreed, however, that if a portion of the demised premises or Westwood Shopping Center is taken and the lease is not cancelled or terminated by either party hereto as permitted

above, then the demised premises shall be restored as aforesaid. Tenant shall have no right or claim for any portion of Landlord's condemnation award, and shall have no right or claim based on the condemnation of the store unit or the improvements thereto or of the Tenant's leasehold interest therein. Landlord's obligation to restore the demised premises shall be limited, in any event, to the basic building, store front (other than Tenant decoration or modification thereof), and interior structural work existing as of the date of the commencement of the term of the lease. The Tenant shall have the right to apply for and receive compensation from the condemning authority, for it's cost of re-building, cost of all leasehold improvements, lost profits, and moving expenses.

ARTICLE FIFTEEN. LANDLORD'S INSPECTION RIGHTS

Landlord shall have the right at all reasonable times to enter upon the demised premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers or mortgagees. In the event of an emergency, Landlord may enter the Demised Premises without the necessity of giving Tenant any prior notice. Landlord shall have the further right during the last six (6) months of the lease term to bring prospective tenants into the demised premises for the purpose of showing same and during such period, Landlord may display "For Rent" signs in the windows of the demised premises. Landlord shall have the further right to enter upon the demised premises, installing, maintaining and repairing pipes or other utility or similar service to or for other premises located in the building, provided the same does not unreasonably disturb or limit the rights of Tenant to the use and enjoyment of the demised premises.

ARTICLE SIXTEEN. LANDLORD'S RIGHTS ON TENANT'S DEFAULT

A. In the event that: (1) Tenant shall have failed to pay any installment of fixed annual minimum rent, additional rent, or any other charge provided herein, or any portion thereof when the same shall be due and payable, and the same shall remain unpaid for a period of thirty (30) days thereafter; or (2) Tenant shall be in default under any other provisions of this lease and so remain for a period of thirty (30) days after Landlord, by written notice, has informed Tenant of such default (in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, Tenant shall have such additional time, not exceeding sixty (60) days after the expiration of said thirty (30) day period, to cure same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to cure such default after receipt of said notice); or (3) (a) Tenant or Guarantor, if any, shall file in any court a petition in bankruptcy or insolvency or for reorganization or

arrangement under the Bankruptcy Reform Act of 1978 (or for reorganization or arrangement under any future Bankruptcy Act for the same or similar relief), or for the appointment of a receiver or trustee of all or a portion of the Tenant's property; or (b) an involuntary petition of the kind referred to in 3 (a) of this paragraph A shall be filed against Tenant or Guarantor, if any, and such petition shall not be vacated or withdrawn within thirty (30) days after the date of filing thereof; or (c) Tenant or Guarantor, if any shall make an assignment for the benefit of creditors; or (d) Tenant or Guarantor, if any, shall be adjudicated bankrupt; or (4) Tenant shall vacate or abandon the demised premises and leave same vacated or abandoned for a period of twenty (20) days; or (5) Tenant shall assign or sublet the demised premises without the express prior written consent of the Landlord; or (6) Tenant shall be in default under any other lease with or obligation to Landlord past any grace period or cure period allowed under any such other lease or obligation, then Landlord may elect by written notice to Tenant to terminate Tenant's right to possession only, without terminating the lease, and Landlord may, at Landlord's option, and with due process and court proceedings, enter into the demised premises and take and hold possession thereof, without terminating the lease or releasing Tenant or Guarantor, in whole or in part, from Tenant's obligation to pay rent hereunder for the full stated term at the time and in the manner provided in this lease.

Upon and after entry into possession without termination of the lease, Landlord shall make every effort to relet the premises or any part thereof, for the account of Tenant, to any person, firm or corporation, other than Tenant, for such rent, for such time and upon such terms as the Landlord, in Landlord's sole discretion, shall determine, and Landlord shall not be required to accept any offer by Tenant, or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may alter the demised premises and make repairs to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the costs thereof, together with Landlord's expense of obtaining possession of the demised premises and the expense of reletting (including reasonable attorneys' fees). If the consideration collected by Landlord upon such reletting for Tenant's account (if any) is not sufficient to pay monthly the full amount of fixed annual minimum rent and the additional rent payable by Tenant under this lease, Tenant shall pay to Landlord the amount of each monthly deficiency immediately upon demand. In order to avoid the potential for delays and expense to both parties arising from monthly collections of any such deficiencies upon a reletting, Landlord and Tenant agree that, to the extent permitted by law, Landlord shall have the right, at Landlord's option exercised by written notice to Tenant given any time after any such reletting, to require Tenant to pay to Landlord, upon demand, issued by giving five (5) days prior written notice, provided the Landlord has relet the premises, an amount equal to the then discounted present value of the monthly deficiencies thereafter to accrue during the portion of the term of such

particular reletting which falls within the stated term of this lease. For the purpose of determining the discounted present value of any such deficiencies, a discount factor not to exceed six percent (6%) per annum shall be used. The exercise of such right by Landlord shall not be deemed to terminate this lease; nor shall it in any manner affect or prejudice Landlord's other rights or remedies under this lease, including the right to collect monthly deficiencies after the termination (for any reason) of any such reletting.

B. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within twenty (20) days after the date of such notice or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant and the sums so expended by Landlord shall be deemed to be additional rent, and shall be paid by Tenant to Landlord on five (5) days written demand by Landlord.

C. In addition to the rights hereinbefore given to Landlord to terminate Tenant's right to possession only, Landlord shall also have the right to elect at any time after default, or at any time after Landlord has terminated Tenant's right to possession only, to cancel and terminate this lease by serving written notice on Tenant of such election, and to pursue any remedy at law, or in equity that may be available to Landlord. 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 all damages it may incur by reason of such breach, including (i) the cost of recovering the demised premises, and (ii) reasonable attorneys' fees incidental thereto, all of which amounts described in items (i) and (ii) shall be immediately due and payable by Tenant hereunder.

D. No waiver by Landlord of a breach of any covenant, agreement, obligation or condition of this lease shall be construed to be a waiver of any future breach of the same or other covenant, agreement, obligation or condition hereof. No receipt of money by Landlord from Tenant after notice of Default, or after the termination of this lease, or after the commencement of any suit or after final judgement of possession of the demised premises, shall reinstate, continue or extend the term of this lease or affect any notice, demand or suit for breach of the Lease. The rights and remedies hereby granted are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. To the fullest extent allowed by law, Tenant hereby waives any right of redemption or similar right granted by any statute, regulation or rule of court, or otherwise by law. Landlord and Tenant shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of

the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the demised premises, and/or any claim of injury or damage. Notwithstanding the foregoing, questions of law will be decided by a court of competent jurisdiction.

ARTICLE SEVENTEEN. ASSIGNMENT AND SUBLETTING

Tenant covenants and agrees that it shall not have the right to assign or transfer this lease (by operation of law or otherwise, and whether absolutely or as security for any loan or other obligation) nor sublet the leased premises in whole or in part, in any way or degree, voluntarily or involuntarily, without the prior written approval of Landlord, which approval may be granted or withheld in Landlord's sole and absolute subjective discretion. In the event of any assignment or subletting which is approved by Landlord, Tenant and Guarantors, if any, shall nonetheless remain responsible for the payment of all sums and the performance of all obligations required of the Tenant hereunder. Landlord shall not be required to send Tenant any notice of a default by any approved assignee or sublessee of Tenant. Landlord's consent to any particular assignment or subletting of the lease or the demised premises shall in no event be interpreted as consent to any future assignment or subletting. Landlord's acceptance of fixed annual minimum rent or additional rent from any assignee or sublettee shall not be deemed a waiver of the provisions of this Article.

Notwithstanding anything set forth in the Lease to the contrary, in the event of the privatization of liquor stores in Montgomery County, Maryland, Tenant shall have the right, with thirty (30) days written notice to Landlord, to assign the Lease, for the use and occupation solely for the purpose set forth in Article 8 of the Lease (except Trade name); provided, however, that the Assignee shall assume in writing all of Tenant's obligations thereunder. In the event Tenant does assign the Lease as provided in this paragraph, then commencing on the effective date of the assignment, the Landlord will look solely to the Assignee to fulfill any and all obligations under this Lease. Any assignment shall be subject to the approval and consent of the Landlord. Landlord's approval and consent shall not be unreasonably withheld.

In the event that the Landlord approves any sublease for the Demised Premises, the Landlord will receive fifty percent (50%) of the profit realized from rent received over the base rent paid to the Tenant by the sub-tenant for the remaining term of the Lease, including options.

ARTICLE EIGHTEEN. ATTORNEY'S FEES AND RELATED MATTERS

In the event it becomes necessary for Landlord to obtain the services of an attorney in connection with any default hereunder or a breach of any covenant, agreement or condition herein set forth on the part of the Tenant, Tenant covenants and agrees that such attorneys' fees, if reasonable, shall be payable as additional rent upon ten (10) days demand by Landlord, and that in any event any court shall have the power, in addition to all other relief allowed by this lease or by law, to require Tenant to pay reasonable attorney's fees as set by such court (based on statements supplied by such attorney), plus the clerk's fee, the marshall's fee and any and all other additional costs that may be incurred.

Tenant agrees that to the fullest extent allowed by law, all fixed annual minimum rent, all additional rent payable hereunder, and all other sums or charges payable by Tenant which are not paid when due, shall bear and accrue interest at the lower of the highest rate allowed by law, or two percent (2%) over the annual prime rate charged from time to time by Chase Manhattan Bank, N.A. (adjusted daily) from the date when such payment is due until the date paid. Notwithstanding the foregoing Tenant shall have a grace period of ten (10) days for the payment of rent before any late fees accrue.

Tenant agrees that if Tenant requests Landlord to review and/or execute any documents in connection with this lease or the tenancy hereby created (or the subletting or assignment thereof), Tenant shall pay to Landlord as a service charge for the review and/or execution thereof the sum up to \$300.00. If the actual expenses incurred by Landlord are higher, then Tenant and Landlord will negotiate and agree on the amount and terms of payment for the amount owed.

ARTICLE NINETEEN. HOLDING OVER

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, but in all other respects shall be governed by the terms of this lease; provided, however, if such holding over is without the express prior written consent and approval of Landlord, the fixed annual minimum rent shall be one hundred twenty-five (125%) percent of the fixed annual minimum rent during the last full twelve month period of this lease. Provided, further, in all cases, thirty (30) days written notice shall be required from one party to the other, to terminate the tenancy created by such hold-over. Nothing in this Article shall be deemed, interpreted or construed as Landlord's consent to any such holding over after the expiration of the term of this lease, unless Landlord has given its prior written consent and approval to such holding over. Acceptance of rent by Landlord during any

hold over period shall not constitute consent to any holding over.

ARTICLE TWENTY. LANDLORD'S TITLE & COVENANT OF QUIET ENJOYMENT

A. Landlord covenants that it has full right and power to execute this lease. Landlord further covenants that it has the full right and power to perform this lease, and that Tenant, on paying the fixed annual minimum rent and all other additional rent provided herein and performing the covenants and agreement hereof, shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges thereunto belong or in any way pertaining, during the full term of this lease, and extension or renewals hereof.

B. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment occurring after Landlord shall have transferred ownership of Landlord's interest in the demised premises. It is expressly understood and agreed that despite such assignment, Landlord shall, subject to the provisions of the lease, remain liable for any breach of the covenant of quiet enjoyment occurring before Landlord shall have transferred ownership of the demised premises. Tenant agrees that Landlord shall not be personally liable hereunder, but that Tenant shall look solely to the Landlord's interest in Westwood Shopping Center for any recovery of a money judgment from the Landlord in any action or claim arising from or related to this lease provision.

ARTICLE TWENTY-ONE. SUBORDINATION

A. This lease is subject and subordinate to all ground or underlying leases (collectively, the "Superior Leases") and to all mortgages and/or deeds of trust (collectively, the "Superior Mortgages") which may now or hereafter affect such lease or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgages, trustee, or Landlord. In confirmation of such subordination, Tenant shall execute promptly any certificate or instrument that the Landlord may request. Tenant agrees to execute any such certificates or instruments of subordination within fifteen (15) days of receipt from Landlord requesting such execution. Provided, however, that notwithstanding the foregoing, the party secured by any such mortgage or deed of trust shall have the obligation to recognize this lease and, in the event of any foreclosure sale under such mortgage or deed of trust, this lease shall continue in full force and effect; and the Tenant covenants and agrees that it will, at the written

request of the party secured by any such mortgage or deed of trust, execute, acknowledge and delivery any instrument that has for its purpose and effect the subordination of said mortgage or deed of trust to the lien of this lease. At the option of any landlord under any ground or underlying lease to which the lease is now or may hereafter become subject or subordinate, Tenant agrees that neither the cancellation nor termination of such ground or underlying lease shall by operation of law or otherwise, result in cancellation or termination of this lease or the obligations of the Tenant hereunder, and Tenant covenants and agrees to attorn to such landlord or to any successor to Landlord's interest in such ground or underlying lease, and in that event, this lease shall continue as a direct lease between the Tenant herein and such Landlord or its successor; and, in any case, such Landlord or successor under such ground or underlying lease shall not be bound by any prepayment on the part of Tenant of any rent for more than one (1) month in advance, so that rent shall be payable under this lease in accordance with its terms, from the date of the termination of the ground or underlying lease, as if such prepayment had not been made; and provided, further, such landlord or successor under such ground or underlying lease shall not be bound by this lease or any amendment or modification of this lease unless, prior to the termination of such ground or underlying lease, a copy of this lease or amendment or modification thereof, as the case may be, shall have been delivered to such Landlord or successor.

B. Landlord agrees to use its best efforts to obtain a non-disturbance agreement for the benefit of Tenant from the holders of all Superior Mortgages which first encumber the building after the date hereof. If at any time prior to the expiration of the term, any Superior Lease shall terminate or be terminated for any reason, or if any mortgagee under a Superior Mortgage shall be in possession of the building or any portion thereof containing the demised premises, or in the event Landlord sells, conveys or otherwise transfers its interest therein, Tenant shall at the election and upon demand of any owner of the building, or of the lessor under any such Superior Lease, or of any such mortgagee, attorn, from time to time, to any such owner, lessor or mortgagee, upon the then executory terms and conditions of this Lease, for the remainder of the term; provided, that such owner, lessor or mortgagee, as the case may be, or receiver to be appointed by any of the foregoing, shall then be entitled to the fee interest or to possession of the demised premises. The provisions of this Article shall enure to the benefit of any such owner, lessor or mortgagee and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Tenant, however, upon demand of any such owner, lessor or mortgagee, agrees to execute, from time to time, instruments in confirmation of the foregoing satisfactory to any such owner, lessor or mortgagee, acknowledging such attornment and setting forth the terms and conditions of its tenancy. Nothing contained in this section shall be construed to impair any right otherwise exercisable by any such owner, lessor,

or mortgagee.

ARTICLE TWENTY-TWO. TRANSFER OF LANDLORD'S INTEREST

A. Fee Interest

So long as Landlord's interest in the demised premises is a fee interest, the term "Landlord", as used in this lease, is defined as the then current owner or mortgagee in possession of the demised premises. In the event of any sale or sales by the then current Landlord hereunder of the demised premises, or in the event said demised premises are leased by the then current Landlord hereunder to any party (subject to this lease), then, from and after the closing of such sale or lease transaction, the Landlord whose interest is thus sold or leased shall be and hereby is completely released and forever discharged from and of all covenants, obligations and liabilities of Landlord hereunder.

B. Leasehold Interest

So long as Landlord's interest in the demised premises is a leasehold interest, the term "Landlord", as used in this lease is defined as the current owner for the time being of the leasehold estate demised by the lessor under the lease. In the event of any transfer or assignment by the then current Landlord hereunder of Landlord's interest under said lease, then, from and after the closing of such transfer or assignment transaction, the Landlord whose interest is thus assigned or transferred shall be and hereby is completely released and forever discharged from and of all covenants, obligations, and liabilities of Landlord hereunder.

ARTICLE TWENTY-THREE. CHANGES REQUIRED BY LENDER

In the event that any bank, insurance company, university, pension or welfare fund, savings and loan association, government agency, real estate trust or other financial institution, trust or fund providing either construction financing for the building or permanent financing requires, as a condition of such financing, that modifications to this lease be obtained, and provided that such modification; (i) are reasonable, (ii) do not adversely affect Tenant's use of the demised premises as herein permitted, (iii) do not materially alter the mutually approved working plans and specifications, if any thereby, and (iv) do not increase the rents and other sums required to be paid by Tenant hereunder; then and in such event, Landlord may submit to Tenant a written amendment to this lease incorporating such required changes, and Tenant hereby covenants and agrees to execute, acknowledge (if necessary), and return such amendment to Landlord within fifteen (15) days of Tenant's receipt thereof from

Landlord. If Tenant fails to so execute, acknowledge (if necessary), and return such amendment to Landlord within such fifteen (15) day period (or within the permitted time of any agreed extensions of time to the fifteen (15) day response period), then Landlord, without waiving any rights it may have at law or in equity by reason of Tenant's failure to so execute and return such amendment, shall have the right, at its sole option, either (i) to execute, acknowledge (if necessary), and deliver such amendment in the name and on behalf of Tenant, and, for the purpose thereof, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver such amendment in the name of and on behalf of Tenant, said power of attorney being coupled with an interest and being irrevocable, only as to authority to make modifications to this Lease; or (ii) to terminate and cancel this lease whereupon this lease and all rights of Tenant hereunder shall be cancelled and terminated, any money or other security theretofore deposited by Tenant with Landlord shall be forfeited by Tenant (as partial liquidated damages and not as a penalty), and both Landlord and Tenant shall thereupon be relieved from all liability or obligation hereunder thereafter accruing (but neither party shall be relieved of any liability or obligation accrued to such date of termination including without limitation any liability of Tenant to Landlord for Tenant's failure to execute and return the lease amendment referred to in this Article.)

ARTICLE TWENTY-FOUR. STATUS OF LEASE

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, government agencies, 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.

Without limiting the generality of the foregoing, the Tenant specifically agrees, at Landlord's request, promptly upon the commencement of the term hereof, to notify the Landlord in writing of the date of the commencement of the term and to acknowledge satisfaction of the requirements with respect to construction and other by the Landlord, saving and except for such matters as Tenant may wish to set forth specifically in said statement. Moreover, at any time within fifteen (15) days after request is made, Tenant shall execute, acknowledge and deliver to Landlord and/or Landlord's designee 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 by Landlord hereunder and specifying the nature of such defaults, if any;
- (4) Landlord has performed all improvements or other work, if any, required under this lease;
- (5) The date to which rent, including additional rent, has been paid;
- (6) There is any security deposit held by Landlord; and
- (7) The address to which notices are to be given to Tenant.

Landlord and Tenant agree that this lease shall not be recorded but that, upon request by the Landlord, 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 demised premises are located.

ARTICLE TWENTY-FIVE. MORTGAGEE'S RIGHT TO CURE LANDLORD'S DEFAULT

Tenant agrees that in the event the Landlord is in default under this lease, any mortgagee of Landlord's interest in the demised premises, and the lessor under any ground or underlying lease which includes the demised premises, shall be permitted (but not required) to enter the demised premises during normal business hours for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or ground or underlying lessor in lieu of performance by the Landlord, so long as the performance to correct the default maintains the same standards and conditions for the Demised Premises as those originally leased. Tenant further agrees that, from and after specific written request by Landlord to do so (which requests sets forth the name and address of any mortgagee or ground or underlying lessor), Tenant will, simultaneously with the giving of any notice to Landlord as required or permitted hereunder, give a copy of such notice to such mortgagee or ground or underlying lessor and that any such notice to Landlord shall not be effective unless Tenant has simultaneously given such notice to such mortgagee or ground or underlying lessor.

ARTICLE TWENTY-SIX. NOTICE

All notices given or required to be given hereunder must be by registered or certified mail - return receipt requested, postage prepaid (or, in the event of postal strike or interruption, such notice shall be by personal delivery), to the respective addresses hereinafter set forth:

TO LANDLORD AT: Westwood Management Corporation
5110 Ridgefield Road
Suite 404
Bethesda, MD 20816

TO TENANT AT: Montgomery County Maryland
Department of Public Works & Transportation
Division of Facilities & Services
110 N. Washington Street, Room 318
Rockville, MD 20850

Such addresses may be changed from time to time by serving notice as above provided. Any such notice shall be deemed given, if mailed as aforesaid, upon the date of deposit in the United States mail, or, if given by personal delivery, upon receipt.

ARTICLE TWENTY-SEVEN. RELATIONSHIP OF PARTIES

Anything in the foregoing to the contrary notwithstanding, is agreed that Landlord in no event be deemed to be a partner of, or engaged in a joint venture with, or be an associate of Tenant for any purpose whatsoever; nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this lease shall be deemed or construed to confer upon Landlord any interest in the business of Tenant. The relationship of the parties during the term of this lease shall at all times be only that of Landlord and Tenant.

ARTICLE TWENTY-EIGHT. RULES AND REGULATIONS

Tenant agrees to comply with and observe the rules and regulations attached to this lease as Exhibit A and any amendments or supplements thereto, of which Tenant is given prior written notice, which Landlord may adopt. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this lease in the manner as if the same were contained herein as covenants. In the case of a conflict between the provisions of this Lease and any such rule and regulation, the provisions of this Lease shall control.

ARTICLE TWENTY-NINE. LANDLORD PERMISSION

Except as otherwise set forth in this Lease Agreement, it is expressly understood that wherever the Landlord's permission or consent shall be required under this lease agreement, it shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE THIRTY. OPTION TO EXTEND

Provided Tenant is not in default of this Lease Agreement, Tenant is hereby granted an option to extend the term of this Agreement by an additional FIVE (5) years under the same terms and conditions as herein provided. Tenant agrees to notify Landlord by written notice and certified mail ninety (90) days prior to the expiration of the original lease term of its election to extend the term of said lease. Upon Landlord's receipt of said notice, the term of the lease shall automatically be extended. The extended term shall commence upon the expiration of the original lease term.

ARTICLE THIRTY-ONE. APPROPRIATION

This Lease is subject to the appropriation of funds, pertaining to this Lease. This Lease shall terminate automatically on July 1 of any year for which the Montgomery County Council, for whatever reason, fails to make an appropriation of funds to pay the rent or other amount herein stated. In such an event Tenant shall provide Landlord with timely written notice of the lack of appropriations. In the event of such a termination, the Tenant shall not make or be entitled to any claim for reimbursement of any kind, either for improvements or prepaid items.

ARTICLE THIRTY-TWO. TERMINATION

Anything hereinabove to the contrary notwithstanding, Tenant shall have the right to terminate this Lease at any time during the term of this lease or any renewal or extension thereof, if applicable, by providing to Landlord one hundred twenty (120) days' notice of its intention to so terminate, and the Lease shall terminate upon the one hundred twentieth (120) day after receipt by Landlord of such notice. In the event of such a termination, rental payments and other payments as hereinafter specified shall be adjusted to the date of termination. Once Tenant exercises the right to terminate the obligations held by Tenant under this Lease and on the effective date of the termination after the payment of all accrued payments owed from Tenant to Landlord.

ARTICLE THIRTY-THREE. NON-DISCRIMINATION

Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the

County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, ancestry, marital status, national origin, race, religious belief, sexual preference or disability.

ARTICLE THIRTY-FOUR. 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.

ARTICLE THIRTY-FIVE. PUBLIC EMPLOYMENT

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

ARTICLE THIRTY-SIX. MISCELLANEOUS

It is understood and agreed that this Lease Agreement and the exhibits, addendums and riders, attached hereto, contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors and assigns, subject to the provisions hereof regarding assignment and subletting of this lease or the demised premises by Tenant.

Feminine, neuter and masculine pronouns, the plural and the singular and words "lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange. The headings, titles and captions contained herein are for convenience and reference only, and shall not be deemed to explain, modify, amplify, expand, limit or define the terms and provisions of this lease. The words "term of this lease" or "lease term", or words of like import, shall refer to the original term of this lease set forth in Article One, and validly exercised extension or extensions, if any, under the provisions of this lease. If Tenant is two or more individuals or entities, said individuals

or entities shall be jointly and severally liable for the performance of all obligations, covenants and agreements of Tenant in this lease. Time shall be of the essence for the performance of all agreements and obligations by Tenant hereunder. If any terms or provisions of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such terms or provisions 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. No failure of Landlord to insist upon strict performance of any provision of this lease, and no failure of Landlord to exercise any right, remedy or option hereby reserved shall be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval in the future of any similar act by Tenant. No provision of this lease shall be deemed to have waived unless such waiver shall be in writing signed by Landlord or Tenant, as the case may be. This lease shall be governed and construed under the laws of the state in which the demised premises are located.

If Tenant is or will be a corporation, the persons executing this lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated and/or a duly qualified (if a foreign corporation) corporation and authorized to do business in the state where the demised premises are located; and that the person or persons executing this lease on behalf of Tenant is an officer or are officers of such Tenant, and that he or they as such officers were duly authorized to sign and execute this lease. Upon request of Landlord to Tenant, Tenant shall deliver to Landlord documentation satisfactory to Landlord evidencing Tenant's compliance with the provisions of the preceding sentence.

Neither the negotiations of the terms of this lease nor submission thereof for examination or signature by Tenant shall constitute a reservation of the demised premises or other space, or an option for lease, or an offer agreement to enter into a lease, and this agreement shall not be effective as a lease or otherwise until executed and delivered by both Landlord and Tenant.

ARTICLE THIRTY-SEVEN. EXHIBITS

The following exhibits, riders and addendums are attached to this lease and made a part hereof:

Exhibit A	Rules and Regulations
Exhibit B	Plat Plan of Demised Premises

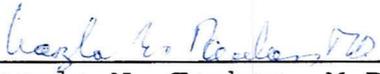
IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be signed and sealed, on the day and date set forth above.

LANDLORD:

LNT, M.D. & ASSOCIATES



Witness



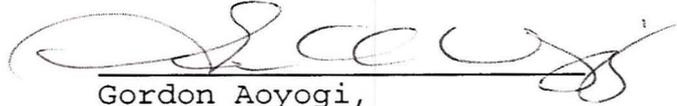
Laszlo N. Tauber, M.D.
Managing General Partner

TENANT:

MONTGOMERY COUNTY, MARYLAND

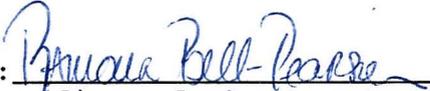


Witness



Gordon Aoyogi,
Assistant Chief
Administrative Officer

Approved as to Form and
Legal Sufficiency

By: 

Office of the County Attorney

EXHIBIT A

RULES AND REGULATIONS

1. LOADING

All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances, designated for such purposes by the Landlord.

2. TRASH

All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant shall not burn any trash or garbage of any kind in or about the leased premises.

3. ANTENNAS

No radio or television antenna or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

4. NOISE

No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the demised premises.

5. ADJACENT AREAS

The outside areas immediately adjoining the premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction of merchandise in such areas.

6. PARKING

Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by the Landlord.

7. PLUMBING

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 damage resulting from a violation of this provision shall be borne by Tenant.

8. EXTERMINATION

Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

9. SALES

No auction or bankruptcy sales shall be conducted on the demised premises.

10. SALES AREAS

The lobbies, vestibules, sidewalks and driveways contiguous to the demised premises shall not be used for outdoor displays or sales areas. Not less than 75% of Tenant's floor space shall be used as sales area.

11. STORAGE

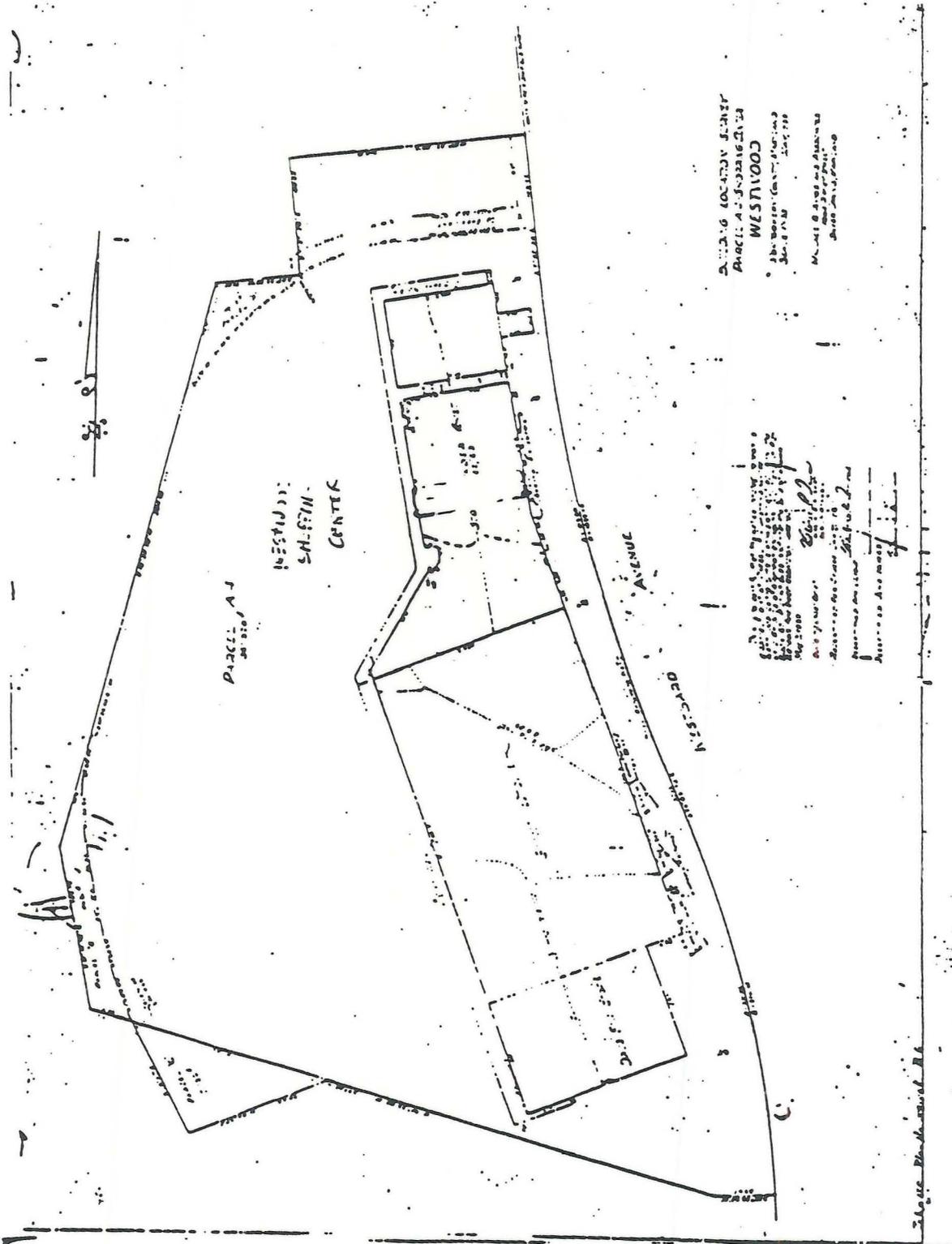
The demised premises shall not be used as storage or warehouse space for any other store owned or operated by Tenant.

12. ADDITIONAL RULES

Landlord reserves the right to make such reasonable amendments or additions to these Rules and Regulations as is deemed necessary to the proper administration and care of the Westwood Shopping Center. Amendments or additions will not be effective as to Tenant until after ten (10) days advance written notice of those amendments or additions has been given to Tenant.

EXHIBIT "B"

Montgomery County Department of Liquor Control
Westwood Shopping Center
5442 Westbard Avenue
Bethesda, Maryland



COALITION
PLANNING
ARCHITECTURAL SERVICES

PREPARED BY
DATE
SCALE
PROJECT NO.

EXHIBIT B

22'8"

4'0"

C PEAK

C BEAM

C PEAK

C PEAK 14'1"

C BEAM 11'7"

FLIT 10'7"

office

↙

43'7"

↙

40'2"

↘

29'10"

11'4"

17'6"

5814.98 #

5815

34'

10'

64'

10'5"

10'5"

10'5"

