

SUBLEASE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
SUN OU LEE  
DATED

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## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), entered into this     day of     , 2002, by and between, the MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as "County") and SUN OU LEE (hereinafter referred to as "Sublessee"), (the County and the Sublessee together the "Parties").

### WITNESSETH:

In consideration of the rent reserved and the covenants hereinafter contained, the Parties mutually agree as follows:

1.     SUBLEASED PREMISES: County does hereby sublease and demise unto Sublessee and Sublessee hereby Subleases from County the premises described as 713 square feet of space comprising a portion of the lower level of the building located at 1301 Piccard Drive, Rockville, Maryland 20850 (hereinafter referred to as the "Building"), as outlined in red on "Exhibit A" attached and made a part of this Sublease as if fully set forth (the said space is hereinafter referred to as the "Subleased Premises").

2.     TERM: The term of this Sublease shall be five (5) years, commencing on September 1, 2002 and expire August 31, 2007. Sublessee accepts possession of the Subleased Premises in an "as is" condition. Sublessee acknowledges that this Sublease is subject to and subordinate to the terms of a Lease Agreement dated August 1, 1996 between the Montgomery County Revenue Authority as Lessor and Montgomery County, Maryland as Lessee for the building in which the Subleased Premises are located (the "Prime Lease") Sublessee has received a copy of the Prime Lease and agrees to abide by its terms. If the Prime Lease is terminated for any reason, the Sublessee agrees that the Sublease shall expire as of the date of termination of the Prime Lease, notwithstanding any provision in this Sublease to the contrary.

3.     BASE RENT: Commencing on September 1, 2002, Sublessee shall pay or cause to be paid to Sublessor the annual amount of TWELVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR and 31/100 (\$12,874.31) DOLLARS, payable in advance in equal monthly installments of ONE THOUSAND, SEVENTY-TWO AND 86/100 DOLLARS (\$1,072.86). Annual rent will increase by a fixed two percent (2%) each September 1<sup>st</sup>. All payments are to be made in advance on the first day of each month during each Sublease year without setoff, reduction or demand, and shall be payable to Montgomery County, Maryland and forwarded to the Montgomery County Government, Facilities Maintenance & Operations, 101 Orchard Ridge Drive, Gaithersburg, Maryland 20878.

A.     All rent payments received will be applied to Base Rent then due and owing, Additional Rent due and owing, fines, fees and penalties. Sublessor may accept such check for payment without prejudice to County's right to recover the balance of such rent or pursue any other remedy provided in this Sublease.

B.     Any monthly installment of basic rent not paid within five (5) calendar

days of the first of each month which it becomes due shall be subject to a late charge of five percent (5%) of the monthly installment of basic rent due.

4. USE AND HOURS OF OPERATION: Sublessee covenants and agrees that the Subleased Premises must be used and occupied for food service, preparation and delicatessen, for sale onsite to tenants of the Office Park, their guests, and invitees and for no other purposes. Sublessee agrees to operate in compliance with all applicable rules, regulations, codes and requirements. Sublessee's hours of operation shall be Monday through Friday, 7:30 a.m. to 4:30 p.m., except legal County holidays and other days when the County elects to close the building of which the Leased Subleased Premises are a part.

5. PROPERTY DAMAGE, LIABILITY INSURANCE AND IDEMNIFICATION:

A. Sublessee shall obtain and maintain, during the full term of this Sublease and any extension of the Sublease, a policy of commercial general liability insurance with a combined single limit of ONE MILLION DOLLARS (\$1,000,000) for bodily injury (or death) and property damage per occurrence, including coverage for contractual liability, Subleased Premises and operations, products and completed operations and independent contractors and fire liability. The commercial general liability policy must name the Sublessor and the Montgomery County Revenue Authority as additional insureds.

B. Sublessee agrees that it will not keep in or upon the Subleased Premises any article which may be prohibited by any standard form of fire or hazard insurance policy. In the event Sublessee's occupancy causes any increase in the insurance premiums for the Subleased Premises or any part of the Subleased Premises, Sublessee shall pay the additional premiums as they become due. Sublessee is responsible for its improvements and personal property. The sublessee shall purchase at its own cost and expense an All Risk Property Insurance Policy or a Fire and Extended Coverage Policy to protect its interest against loss caused by the perils insured in the amount of 100 percent of insurable values.

C. Sublessee hereby indemnifies and holds the County harmless from and against any and all claims arising from Sublessee's use of the Subleased Premises, or from the conduct of Sublessee's business or from any activity, work or things done, or permitted by Sublessee in or about the Subleased Premises, or elsewhere and further indemnifies and holds harmless the County from and against any and all claims arising from any breach or default in the performance of any obligation on Sublessee's part to be performed under the terms of this Sublease, or arising from any act or failure to act, intentional or unintentional, on the part of the Sublessee, or any of Sublessee's agents, contractors, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

D. Sublessee agrees that the County shall not be liable for injury to Sublessee's business or any loss of income there from or for damage to the goods, wares, merchandise or other property of Sublessee, or any injury to Sublessee's employees, agents, contractors, or invitees, nor shall the County be liable for injury to the person of Sublessee, Sublessee's employees, agents, contractors, or invitees whether such damage or injury is caused

by or results from fire, steam, electricity, gas, water, or rain or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other causes, whether the said damage or injury results from conditions arising upon the Subleased Premises or upon other portions of the building of which the Subleased Premises are a part, or from other sources or places. The County shall not be liable for any damages arising from any act or neglect of any other subtenant, if any, of the building in which the Subleased Premises are located.

For the purposes of this Sublease, the Maryland Local Government Tort Claim Act, Section 5-301 *et seq* of the Courts and Judicial Proceedings Article of the Maryland Annotated Code as amended from time to time (as amended, the "Local Tort Act") and the Maryland Tort Claims Act, Section 12-101 *et seq* of the State Government Article of the Maryland Annotated Code, as amended from time to time (as amended, the "State Tort Act") are referred to collectively as the "Tort Acts." Nothing set forth in this Sublease shall be deemed to limit the liability of the Sublessee under such indemnifications (or any other provision of this Sublease) to that set forth in the Tort Acts; and in all events, each indemnification provisions of this Sublease shall be enforceable in accordance with its terms to the fullest extent permissible under the applicable Tort Acts. The Parties acknowledge and agree that the indemnifications set forth in this Sublease are not intended to create rights in third parties or to increase the County's liability above the caps provided in the Tort Acts, as applicable.

E. Sublessee shall deliver to the County a certificate of insurance evidencing the coverage required by this Sublease prior to occupancy of the Subleased Premises or within thirty (30) days from execution of this Sublease, whichever is earlier. The policy must provide 45 days notice of cancellation to County. Sublessee must have the Prime Lessor, The Montgomery County Revenue Authority, as well as the County named as additional insureds on the general liability policy.

F. Certificate holders are:

Montgomery County, Maryland (County)  
Montgomery County Revenue Authority (Lessor)  
101 Orchard Ridge Drive  
Second Floor  
Gaithersburg, Maryland 20878  
Attn: Office of Leasing Management

6. ACCESS: Sublessee will allow the County or the County's agents to have access to the Subleased Premises upon reasonable notice to Sublessee and at all reasonable times for the purpose of inspection, or for the purpose of performing any maintenance and repairs the County may consider necessary or desirable. The County or the County's agent may enter without notice at any time in case of fire, flood, or any other circumstance as determined by the County in its sole and reasonable discretion. The County must not unreasonably interfere with Sublessee's lawful use of the Subleased Premises. In the event of emergency, Sublessor shall have immediate access to the Subleased Premises.

7. SERVICES:

A. The County, shall provide all utilities, maintenance and repairs of the building, trash removal and pest control within the Subleased Premises at the County's sole expense. County, at County's sole expense, shall provide janitorial services within the Subleased Premises consistent with the level of service provided throughout the building, Monday through Friday except legal County holidays and other days when the County elects to close the building of which the Subleased Premises are a part. Sublessee may request or provide additional levels of service which shall be at Sublessee's sole cost or expense and without interference to the County.

B. Sublessee, at its expense, shall maintain and regularly clean all grease traps necessary to protect drains and sewers attaching to the Subleased Premises. Sublessee must maintain the Subleased Premises in a good, clean condition and take actions necessary to prevent and eliminate vectors, vermin, rodents and insects on or about the Subleased Premises. Sublessee, at its expense, must keep the Subleased Premises in good order and condition, including without limitation, all equipment and fixtures within the Subleased Premises, fixtures, interior walls, ceilings, doors, plate glass, all within the Subleased Premises, and any signs located within the Subleased Premises (any signs visible from the exterior of the Subleased Premises may only be erected with the County's prior written consent.)

8. HVAC SYSTEM: The County agrees to provide heat and air conditioning during those seasons of the year when such services are required from 7:30 AM until 6:30 PM, Monday through Friday, exclusive of legal County holidays.

9. ALTERATIONS: Sublessee will not make any alterations, additions, or improvements of any kind to the Subleased Premises without the County's prior written consent. All alterations, additions, or improvements made by either of the Parties to the Subleased Premises shall become the property of the County and shall remain upon and be surrendered with the Subleased Premises upon the termination of this Sublease. The County may require Sublessee to remove, at Sublessee's expense, prior to the termination of the Sublease, any alterations, additions or improvements made by or on behalf of the Sublessee. Sublessee shall have the right to install any furniture, equipment or other property necessary in the conduct of its business within the Subleased Premises, and the same shall remain the property of the Sublessee, and may be removed by Sublessee upon the termination of this Sublease.

10. LIENS: Sublessee must not do or suffer anything to be done whereby the Subleased Premises shall be encumbered by any lien, including mechanic's liens. Sublessee expressly covenants and agrees that it will, during the term hereof, within 30 (thirty) days after the filing of any lien, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon all or part of the Subleased Premises by reason of or any act or omission on the part of Sublessee, and hereby expressly agrees to indemnify by the County and hold the County harmless 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 Subleased Premises, and Sublessee fails or refuses to secure a release as required within thirty (30) days, the County, in its sole discretion (but nothing contained in this Sublease shall be construed as requiring it so to do), may pay and discharge the lien and, Sublessee must pay and reimburse the County upon demand for or on account of any expense which may be incurred by

the County in discharging such lien or claim. (If County elects to do this, it has to be paid as additional rent).

11. NOTICE OF DEFECTS: Sublessee shall provide the County with immediate notice of accidents on or damages to the structure, equipment, or fixtures of the Subleased Premises, or defects in the roof, plumbing, electric and heating systems.

12. ASSIGNMENT OR SUBLEASING BY SUBLESSEE: Sublessee may not transfer possession or occupancy of the Subleased Premises, sublet or assign this Sublease to any person or persons without the County's prior written consent.

13. SUBLESSEE'S COVENANTS: Sublessee covenants and agrees:

A. To pay each installment of rent on time and in full without further demand during the entire term of this Sublease.

B. Not to strip or overload, damage or deface the Subleased Premises or hallways, stairways, elevators or other approaches thereto.

C. Not to suffer or permit any trade or occupation to be carried on or use made of the Subleased Premises that are unlawful, violate any permits or licenses, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on the Building or the Subleased Premises.

D. Not to move any furniture or equipment into or out of the Subleased Premises without advance notice to the County.

E. Not to place upon the interior or exterior of the Building or the Subleased Premises any placard, sign, covering or drapes, unless approved in advance by the County.

F. To conform to all rules and regulations from time to time established by appropriate insurance rating organizations, and to all reasonable rules and regulations from time to time established by County or the Lessor.

G. Not to bring onto or about the Subleased Premises any toxic or hazardous substance.

H. To abide by all Rules and Regulations established by the Lessor or Owner for the Building or the Office Park in which it is located.

14. DESTRUCTION OF SUBLEASED PREMISES: In the event of damage or destruction of the Subleased Premises by fire or any other casualty that is not caused by any intentional or negligent act or failure to act by Sublessee, its agents, employees, contractors, or invitees, this Sublease shall not be terminated, but the Subleased Premises shall be promptly and fully repaired and restored as the case may be. Due allowance, however, shall be given for

reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the County. Except for damage or destruction caused by an intentional or negligent act or failure to act by Sublessee, its agents, employees, contractors or invitees, and except as otherwise provided below, it is agreed that in the event of damage or destruction, this Sublease shall continue in full force and effect, except for abatement of rent as provided in this Paragraph. If the condition is such as to make the entire Subleased Premises untenable, then the Rent which the Sublessee is obligated to pay hereunder shall abate as of the date of the occurrence until the Subleased Premises have been fully restored by the County. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated. If the Subleased Premises are partially damaged or destroyed, then during the period that Sublessee is deprived of the use of the damaged portion of the Subleased Premises, Sublessee shall be required to pay Rent prorated to reflect that portion of the Subleased Premises which it is able to occupy. The County will proceed at its expense and as expeditiously as may be practicable to repair the damage, unless, because of the substantial extent of the damage or destruction, the County decides not to repair or restore the Subleased Premises or the building, in which event and at County's sole option, the County may, upon sixty (60) days notice to the Sublessee, terminate this Sublease immediately, by giving Sublessee a written notice of its intention to terminate within ninety (90) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by County, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Subleased Premises or any portion of the building of which they are a part. In the event of damage or destruction of the Subleased Premises by fire or any other casualty caused by any intentional or negligent act or failure to act by Sublessee, its agents, employee, contractors or invitees, the Subleased Premises shall not be terminated and Sublessee shall continue to be liable for rental payments.

15. DELIVERY OF THE SUBLEASED PREMISES: Sublessee covenants at the expiration or other termination of this Sublease, to remove all of Sublessee's goods and personal property from the Subleased Premises, and to return the Subleased Premises to Sublessor in good repair, order and condition in all respects, except for reasonable wear, tear and use, and damage by fire or other casualty, and damage from any risk for which Sublessee is not expressly liable under this Sublease, as well as all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Sublessee).

16. DEFAULT: The following are events of default for which the County may terminate this Sublease:

1. Nonpayment of any rent, or any installment of rent, additional rent or any other payment required to be paid by Sublessee under this Sublease more than ten (10) calendar days after the County sends written notice to the Sublessee demanding payment;

2. Sublessee's failure or neglect to keep and perform each and every one of the terms of this Sublease, except for failure to pay rent which is provided for in Subsection 1 above that continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence), after the County sends written notice to

Sublessee specifying the default. At the sole option of the County, the County, or the County's assigns may proceed to recover possession of the Subleased Premises under the laws of the State of Maryland;

3. **Abandonment of the Subleased Premises by Sublessee.** For purposes of this Sublease, an abandonment occurs if Sublessee closes the Subleased Premises for more than two (2) consecutive calendar weeks except as otherwise provided in Paragraph 14, above.

17. **HOLDOVER:** In the event Sublessee continues to occupy the Subleased Premises or any part thereof after the conclusion of the term of this Sublease, Sublessee's tenancy shall be deemed to be upon a month-to-month basis. The tenancy thus created shall be subject to all applicable terms and conditions of this Sublease, including any rental increases pursuant to the provisions of Paragraph 4, above, and may be terminated by either party providing the other not less than thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced.

18. **THE COUNTY'S TITLE AND COVENANT OF QUIET ENJOYMENT:** The County has full right and power to execute and perform this Sublease and will put Sublessee into complete and exclusive possession of the Subleased Premises, as required by this Sublease. The County covenants that Sublessee, on paying the rents and other payments required to be paid by this Sublease and so long as Sublessee is not in default of Sublessee's obligations under this Sublease, Sublessee may peaceably and quietly occupy and enjoy the Subleased Premises, during the full term of the Sublease.

19. **STATUTORY PROVISIONS:** It is understood, agreed and covenanted by Sublessee that it will 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, the State of Maryland, the Montgomery County Government, or applicable municipality.

20. **WAIVER:** The waiver at any time by the Sublessor or Sublessee of any particular covenant or condition of this Sublease shall extend to that particular situation and covenant only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

21. **NON-DISCRIMINATION:** Sublessee agrees to comply with the non-discrimination in employment policies in Sublessor contracts as required by Section 11B-33 and 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 Sublessee assures the Sublessor 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, national origin, race, religious belief, sexual preference, disability or genetic status.

22. **NON-APPROPRIATION:** This Sublease is subject to the annual appropriation of funds. This Sublease shall terminate automatically on July 1 of any year for which Montgomery County, for whatever reason, does not appropriate funds to carry out the County's

responsibilities under this Sublease or the provisions of the Prime Lease. The County shall give Sublessee at least thirty (30) days written notice of the lack of appropriation. The Sublessee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items for any amount of money for which there has been no appropriation of funds.

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

24. PUBLIC EMPLOYMENT: Sublessee understands that unless authorized under Chapter 19A or Section IIB-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.

25. CONDEMNATION: In the event that the Subleased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Subleased Premises are a part is taken or condemned for public use or purpose by any competent authority, Sublessee shall have no claim against the Sublessor and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Sublessee to damages therefore, if any, are hereby assigned by the Sublessee to the County. The foregoing notwithstanding, Sublessee shall be entitled to by separate claim, to the condemning authority prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by Sublessee which shall not, under the terms of this Sublease, be or become the property of the County at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken. Upon such condemnation or taking, the term of this Sublease shall cease and terminate from the date of such governmental taking or condemnation and the Sublessee shall have no claim against the Sublessor for the value of any unexpired term of this Sublease.

26. GENERAL PROVISIONS:

A. It is further understood and agreed that this instrument contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing duly executed by the Parties.

B. If any term of this Sublease or any application thereof shall be invalid or unenforceable, the remainder of this Sublease and any other application of such term shall not be affected thereby.

C. The laws of the State of Maryland shall govern the validity, performance and enforcement of this Sublease.

D. Priority of Documents (Lease, Sublease, Rules and Regulations)

27. CONSTRUCTION AND REMODELING: In the event Sublessee requires any additional construction or remodeling during the term hereof, Sublessee shall provide the County with plans and specifications of said work. Upon receipt of County's written approval of the Sublessee's plans and specifications, Sublessee may proceed to perform the work at Sublessee's expense and in full observance of all applicable codes, regulations, and laws, and without any inconvenience to the County's use and enjoyment of the Building.

28. SUBORDINATION: The County shall have the absolute right to encumber the Subleased Premises set forth in this Sublease and the Sublease, at the option of County, shall be subordinate to such encumbrance or encumbrances. Sublessee agrees to sign all papers for subordination when requested, provided such subordination shall be upon the express condition that the Sublease shall be recognized by the holder of the encumbrance and the rights of Sublessee shall remain in full force and effect during the initial Sublease term or any extension thereof. In the event of a sale or transfer of the title to the Building and Subleased Premises, any transferee shall be entitled to have this Sublease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money upon the same terms and conditions stated above. Any transferee must also obtain a non-disturbance agreement on Sublessee's behalf. Sublessee agrees to execute any subordination documents required by Purchaser, subject only to the reservations recited in this paragraph.

29. THE COUNTY'S PERFORMANCE OF SUBLESSEE'S OBLIGATIONS: If Sublessee fails to perform any of Sublessee's obligations under this Sublease, other than payment obligation, the County may at its option enter upon the Subleased Premises after fifteen (15) calendar days prior written notice to Sublessee (except in the case of emergency, in which case no notice shall be required), perform such obligations on Sublessee's behalf and put the Subleased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to the County together with Sublessee's next rental installment.

30. ADDITIONAL RENT: Any monetary obligations of Sublessee to Sublessor under the terms of this Sublease other than Base Rent are deemed to be additional rent.

31. SECURITY MEASURES: Sublessee hereby acknowledges that the rent paid to the County does not include the cost of guard service or other security measures, and that the County has no obligation to provide security measures or services. Sublessee assumes all responsibility for the protection of Sublessee, its agents, employees, contractors, invitees personal property, goods and equipment from acts of third parties, unless due to the negligence of the County.

32. RETURNED CHECK CHARGES: In addition to any late fees in this Sublease, Sublessee must pay to the County the greater of Twenty-five Dollars (\$25.00) or the amount charged by the County's bank to the County for any of Sublessee's checks that are returned by the County's bank for any reason, in addition to the amount of the check and any late payments,

finances, or interest required to be paid as a result of any collection effort undertaken by the County.

33. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed to be exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

34. PERSONAL PROPERTY TAXES: Sublessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Sublessee contained in the Subleased Premises or elsewhere. If any of Sublessee's personal property shall be assessed with the County's property, Sublessee shall pay the County the taxes attributable to Sublessee within ten (10) calendar days after the County sends Sublessee a written statement setting forth the taxes applicable to Sublessee's property.

35. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS: This Sublease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Sublease may be modified only in a writing signed by the parties. Except as otherwise stated in this Sublease, Sublessee hereby acknowledges that the County has not made any oral or written warranties or representations to Sublessee about Sublessee's use of the Subleased Premises or the condition of the Subleased Premises. Sublessee acknowledges that Sublessee assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Subleased Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Sublease.

36. KEYS: Sublessee must not change the locks to the Subleased Premises without the County's prior consent. Any time the locks to the Subleased Premises are changed, Sublessee must immediately provide the County with new keys to the Subleased Premises.

37. BENEFIT AND BURDEN: The provisions of this Sublease shall be binding upon, and shall inure to the benefit of the Parties and each of their respective representatives, successors and assigns.

38. MAIL NOTICES: All notices required or desired to be given under this Sublease by either party to the other shall be given by certified or registered mail, postage prepaid, addressed to the County or Sublessee, respectively. Notices to the respective Parties shall be addressed as follows:

COUNTY:  
Montgomery County, Maryland  
Department of Public Works and Transportation  
Division of Facilities and Services  
101 Orchard Ridge Drive  
Second Floor  
Gaithersburg, Maryland 20878  
Attn: Leasing Management

SUBLESSEE:  
Sun Ou Lee  
1301 Piccard Drive Deli  
Rockville, Maryland 20850

SIGNATURE PAGE FOLLOWS

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

WITNESS:

COUNTY:  
MONTGOMERY COUNTY, MARYLAND

By: Rebecca S. Domaruk

By: William M. Mooney  
William M. Mooney

Title: Assistant Chief Administrative Officer

Date: 10-28-02

Date: 10/28/02

WITNESS:

SUBLESSEE:  
Sun Ou Lee

By: [Signature]  
10/23/02

By: [Signature]  
Date: 10/22/02

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

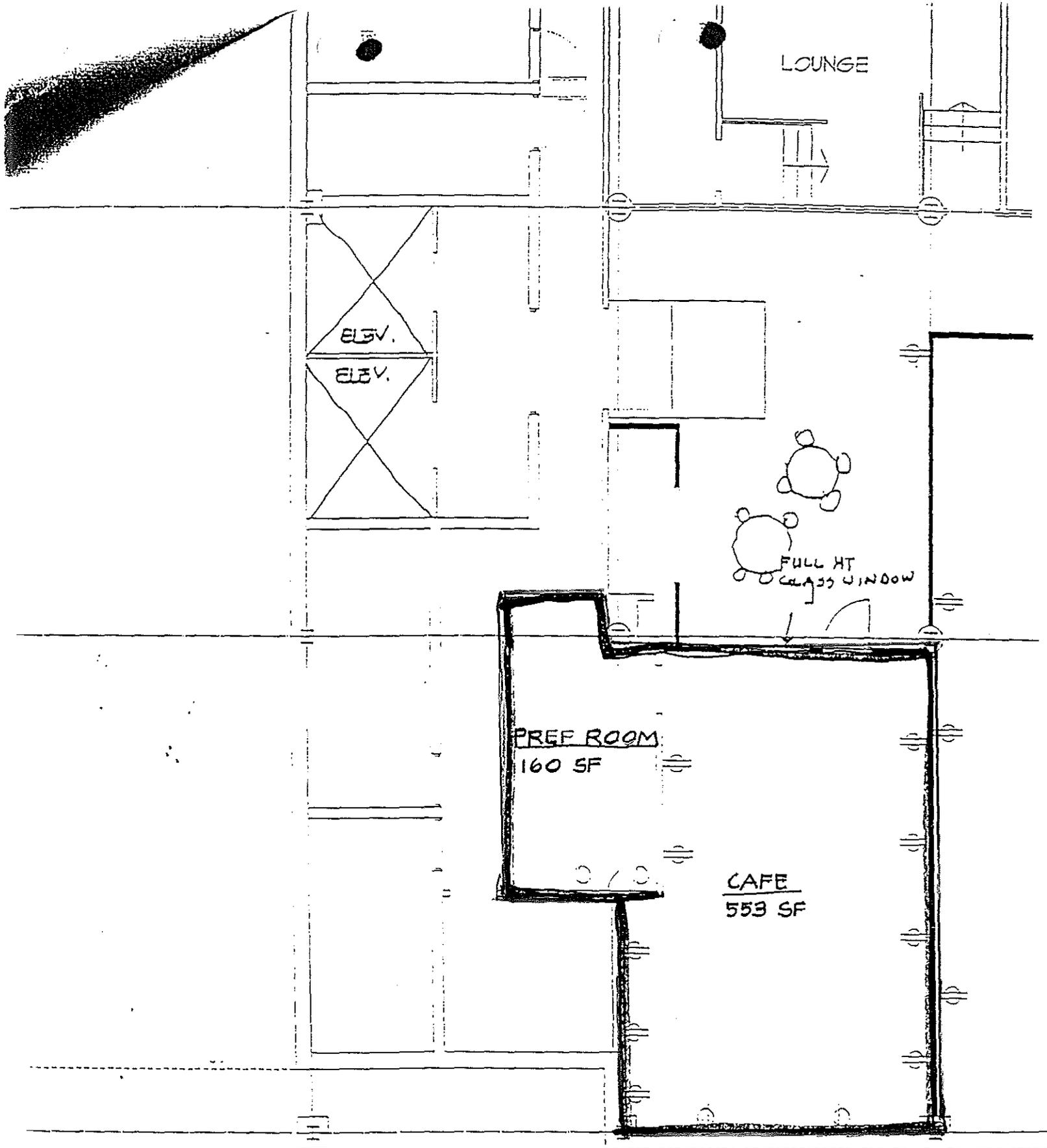
RECOMMENDED

By: Gileen T. Busanen

By: [Signature]  
J. Ronald Smith, Chief  
Facilities Services Section

Date: 4/30/2002

Date: 9/3/02



BASEMENT PLAN