

Fill in this information to identify the case:

Debtor 1 Gold's Gym International, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 20-31319-hdh11

E-Filed on 09/04/2020
Claim # 288

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | | |
|---|---|---|---|
| 1. Who is the current creditor? | | <u>GRI Olney Village, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) | |
| | | Other names the creditor used with the debtor _____ | |
| 2. Has this claim been acquired from someone else? | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | Where should notices to the creditor be sent? | | Where should payments to the creditor be sent? (if different) |
| | <u>J. Ellsworth Summers, Jr.</u> Name <u>50 North Laura Street, Ste. 3000</u> Number Street <u>Jacksonville</u> <u>FL</u> <u>32202</u> City State ZIP Code Contact phone <u>(904) 232-7203</u> Contact email <u>esummers@burr.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | | <u>Robin Gonzales</u> Name <u>7200 Wisconsin Avenue, Suite 600</u> Number Street <u>Bethesda</u> <u>MD</u> <u>20814</u> City State ZIP Code Contact phone <u>(301) 961-3225</u> Contact email <u>rgonzales@firstwash.com</u> |
| 4. Does this claim amend one already filed? | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____ | |

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 2,173,504.68. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Guaranty of Lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____
- Basis for perfection:** _____
- Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
- Amount of the claim that is secured:** \$ _____
- Amount of the claim that is unsecured:** \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
- ☐ Fixed
- ☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/04/2020
MM / DD / YYYY

/s J. Ellsworth Summers, Jr.

Signature

Print the name of the person who is completing and signing this claim:

Name J. Ellsworth Summers, Jr.
First name Middle name Last name

Title Attorney for GRI Olney Village, LLC

Company Burr & Forman, LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - POC Olney Village Final.pdf

Description -

**ADDENDUM TO GRI OLNEY VILLAGE, LLC'S PROOF OF CLAIM FOR
GOLD'S GYM INTERNATIONAL, INC. CASE NO. 20-31319-11**

As it relates to Gold's Gym International, Inc. ("Debtor" or "Guarantor") the total indebtedness to GRI Olney Village, LLC ("GRI"), is \$2,173,504.68 as of the Petition Date, May 4, 2020, and is calculated as shown in the attached **Exhibit A**.

Debt and Ancillary Documents:

As they relate to Guarantor, GRI's documents and ancillary documents include, but are not limited to, the following:

1. On or about February 16, 2011, Fitness World of Olney, Inc., a Maryland Corporation, d/b/a Fitness First ("Original Tenant") executed and delivered to CMF Olney, L.P. ("Original Landlord") that certain Retail Lease (the "Lease") to lease certain commercial real property located at 18330 Village Center Drive, Olney Maryland, 20832 (the "Leased Premises"). A true and correct copy of the Lease is attached hereto as **Exhibit B**.

2. On or about August 11, 2011, Original Landlord executed that certain Deed to Writ Olney Village Center, LLC ("Interim Landlord") conveying the Leased Premises. A true and correct copy of the Deed is attached hereto as **Exhibit C**.

3. On or about June 26, 2013, Original Tenant, as assignor, and GBG Inc., a Virginia Corporation ("Tenant"), as assignee, executed and delivered that certain Assignment and Assumption of Lease ("Assignment"), assigning all of Original Tenant's right, title, and interest in and to the Lease to the Tenant. A true and correct copy of the Assignment is attached as **Exhibit D**.

4. In connection with the Assignment, Debtor, Gold's Gym International, Inc., executed a Guaranty promising to perform and pay all obligations of Tenant under the Lease, as

assigned (the “Guaranty”). A copy of the Guaranty is included with the Assignment as Exhibit D.

5. On or about July 23, 2019, Interim Landlord, as assignor, and GRI Olney Village, LLC, as assignee, executed that certain Assignment of Leases, assigning all of Interim Landlord’s right, title, and interest in and to the Lease including the Guaranty to GRI. A true and correct copy of the Assignment of Leases is attached as **Exhibit E**.

6. Guarantor is liable under the Guaranty for damages equal to the unpaid rent through the end of the Lease term February 28, 2023.

Pursuant to 11 U.S.C. § 502, this claim is deemed allowed and pursuant to Fed. R. Bankr. P. 3001(f) this claim constitutes *prima facie* evidence of GRI’s claim. Filing of this Proof of Claim is not and should not be construed to be: (a) a waiver or release of GRI’s rights against any other entity or person liable for all or part of any claim described herein; (b) consent by GRI to the jurisdiction of this Court with respect to any proceedings commenced in this case against or otherwise involving GRI; (c) consent by GRI to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to withdraw the reference with respect to the subject matter of this claim, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in this case against or otherwise involving GRI; or (e) an election of remedy which waives or otherwise affects any other remedy of GRI.

GRI also expressly reserves its right to a jury trial with regard to all matters arising under the Bankruptcy Code or arising in or related to this case or any successor case. GRI files this Proof of Claim in full reservation of, and without prejudice to, any of its rights. GRI expressly reserves the right to amend or supplement this Proof of Claim in any respect, including without limitation, with respect to the filing of an amended claim for a deficiency, the purpose of fixing

and liquidating any contingent or unliquidated claim set forth herein, filing additional proofs of claim for additional claims, adding additional amounts due to attorneys' fees and expenses and/or any other interest, costs and expenses to the extent permitted by applicable law. GRI expressly reserves its rights against any and all third parties and/or guarantors with respect to the obligations set forth in this Proof of Claim. GRI further asserts its right to assert any other claims arising post-petition against the Guarantor.

Exhibit A

Gold's Gym International, Inc
Case No. 20-31318
Creditor – GRI Olney Village, LLC
Olney Village Center 18330 Village Center Drive, Olney MD 20832

I Pre-petition A/R (A/R Through 5/4/2020)

| | | | |
|----|-------------------|----|---|
| a. | Base Rent | \$ | - |
| b. | Operating Expense | \$ | - |

Subtotal \$ -

II Post- Rejection (05/04/2020 - 02/28/2023)

| | | | |
|----|-------------------|----|--------------|
| a. | Base Rent | \$ | 1,639,534.25 |
| b. | Operating Expense | \$ | 533,970.43 |

Subtotal \$ 2,173,504.68

TOTAL CLAIM \$ **2,173,504.68**

Exhibit B

RETAIL LEASE

CMF OLNEY, L.P.

LANDLORD

and

FITNESS WORLD OF OLNEY, INC., a Maryland corporation, d/b/a "Fitness
First"

TENANT

for

Store No. 18330

Street Address: 18330 Village Center Drive
Olney, Maryland 20832

At A Shopping Center Known As:

Olney Village Center

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| Exhibit G - Sign Criteria | |
| Guaranty of Lease | |

General Information.

1. Store Telephone Number: _____
2. Names, Addresses and Additional Telephone Numbers _____

Address for Notices and Billing:

Names: _____
Address: _____

Home Telephone Number: _____
Office Telephone Number: _____

Store Manager/Emergency Contact:

Names: _____
Address: _____

Home Telephone No.: _____
Office Telephone No.: _____

Store Manager/Other Contact:

Names: _____
Address: _____

Home Telephone No.: _____
Office Telephone No.: _____

Guarantor(s):

Names: _____
Address: _____

Home Telephone No.: _____
Office Telephone No.: _____

Guarantor(s):

Names: _____
Address: _____

Home Telephone No.: _____
Office Telephone No.: _____

Registered Agent, if Tenant is a Corporation:

Names: _____
Address: _____

Home Telephone No.: _____
Office Telephone No.: _____

Accountant for Tenant:

Names: _____
Address: _____

Home Telephone No.: _____
Office Telephone No.: _____

Attorney for Tenant:

Names: _____
Address: _____

Home Telephone No.: _____
Office Telephone No.: _____

RETAIL LEASE

This retail lease (the "Lease") is made this _____ day of _____, 20____, by and between CMF OLNEY, L.P. ("Landlord") and FITNESS WORLD OF OLNEY, INC., a Maryland corporation, d/b/a "Fitness First" ("Tenant").

1. Basic Lease Information. In addition to other terms which are elsewhere defined in this Lease, the following terms, whenever used in this Lease, shall have the meaning set forth in this Section 1, subject to modification, deletion and supplementation thereto set forth elsewhere in this Lease. If there is any conflict between any of the provisions of this Section 1 and any other provisions of this Lease, the latter shall control.

- A. "Premises": is the premises known as Store No. 18330 and located at the "Center" (as hereinbelow defined).
- B. "Center": is the shopping center known as Olney Village Center located at Olney-Sandy Spring Road (Md. Rt. 108), Olney, Maryland, as more fully described in Section 2.B. hereinbelow.
- C. "Rentable Square Feet of Premises": 25,000 square feet, subject to remeasurement pursuant to Section 2.A. hereinbelow.
- D. "Rentable Square Feet of Center": 197,917 square feet.
- E. "Tenant's Proportionate Share": twelve and 63/100 percent (12.63%).
- F. "Lease Commencement Date": the date that is forty-six (46) weeks after the date of this Lease.
- G. "Term": ten (10) "Lease Years" (as hereinbelow defined).
- H. "Permitted Use": the operation of a first-class family health and fitness center.
- I. "Guarantor(s)": Peter B. Harvey and Vicki J. Harvey, individuals, jointly and severally.
- J. "Initial Annual Minimum Rent" and "Estimated Additional Charges" to Tenant:

| <u>Charge</u> | <u>Annual Cost</u> | <u>Per Sq. Ft.</u> | <u>Monthly Cost</u> |
|-------------------------------------|--------------------|--------------------|---------------------|
| "Initial Annual Minimum Rent": | \$518,750.04 | \$20.75 | \$43,229.17 |
| "Initial Annual Common Area Costs": | \$ 74,250.00 | \$ 2.97 | \$ 6,187.50 |
| "Initial Annual Real Estate Taxes": | \$ 56,499.96 | \$ 2.26 | \$ 4,708.33 |

- K. Utilities: separately metered and paid by Tenant to the supplier.
- L. "Tenant's Trade Name": Fitness First.
- M. Intentionally Deleted.
- N. Intentionally Deleted.
- O. "Late Compliance Charge": Two Hundred Fifty Dollars (\$250.00).
- P. "Broker": KLN Retail ("Landlord's Broker") and Broad Street Realty, LLC ("Tenant's Broker"), collectively.
- Q. "Landlord's Address": 18330 Village Center Drive, 2nd Floor, Olney, Maryland 20832.
- R. "Tenant's Address": 18330 Village Center Drive, 1st Floor, Olney, Maryland 20832.

- S. "Default Rate": The lesser of one and one-half percent (1½%) per month or the maximum rate allowed under applicable law.
- T. "Security Deposit": Nine Thousand Eight Hundred Ninety-Six and 80/100 Dollars (\$9,896.80), which amount currently is being held by Landlord pursuant to the "Prior Lease" (as defined in Section 2.A. hereinbelow).
- U. "Minimum Rent" means the annual minimum rent payable by the Tenant during the Term, which shall be as follows:

| <u>Lease Year</u> | <u>Minimum Rent Per Square Foot</u> | <u>Annual Minimum Rent</u> | <u>Payable in Equal Monthly Installments of</u> |
|-------------------|---|----------------------------|---|
| 1 - 5 | \$20.75 | \$518,750.04 | \$43,229.17 |
| 6 - 10 | \$23.24 | \$581,000.04 | \$48,416.67 |

- V. Owners of Tenant:

| <u>Name & Address</u> | <u>% of Stock Interest In Tenant</u> |
|---|--------------------------------------|
| Peter B. Harvey 10020 Gary Road Potomac, Maryland 20854 | 100% |

2. Lease of the Premises; Description of Center; Term.

A. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Term (unless sooner terminated pursuant to this Lease and/or applicable law). The Premises is approximately located within the Center as shown on Exhibit A. The Premises contains the approximate number of square feet equal to the Rentable Square Feet of Premises (which number shall be used as the number of square feet in the Premises for all purposes of this Lease) and the Premises does not include the roof or exterior surfaces of the exterior walls or any improvements or areas outside of such walls, all of which are reserved for Landlord's exclusive use (except as may be otherwise expressly provided to the contrary elsewhere in this Lease). Except as may be otherwise expressly provided to the contrary elsewhere in this Lease, Tenant's taking possession of the Premises shall be conclusive evidence that Tenant has accepted delivery of the Premises in its "as is" condition and that the Premises is suitable for the purposes for which it is leased.

Tenant currently is occupying approximately twelve thousand five hundred (12,500) square feet of the Premises ("Current Premises") pursuant to a Shopping Center Lease dated August 1, 1995, as amended by that certain Addendum to Lease dated June 29, 2000 and that certain Second Addendum to Lease dated December 20, 2002, between Landlord and Tenant (collectively, the "Prior Lease"). Landlord and Tenant agree that Tenant now desires to expand the Current Premises to include the entire "Building" (as defined in Section 2.B. hereinbelow) (the portion of the Building that does not include the Current Premises is herein referred to as the "Expansion Premises"). The Current Premises and the Expansion Premises are each designated on Exhibit A. The Expansion Premises contains approximately twelve thousand five hundred (12,500) square feet. Subject to the final grammatical paragraph of this Section 2.A., the Prior Lease shall terminate as of 11:59 p.m. on the day preceding the Lease Commencement Date (as defined in this Lease), except that Tenant shall remain obligated to Landlord for payment of any rent, pass-through expenses, and other additional rent which have accrued, or have been incurred by Landlord, but not invoiced to or paid by Tenant as of the Lease Commencement Date, but for which Tenant is liable under the Prior Lease, and for any indemnities set forth in the Prior Lease, and any such costs shall be deemed additional rent under this Lease. If this Lease is not consummated for any reason, then the Prior Lease shall remain in full force and effect until its expiration pursuant to its terms. On the Lease Commencement Date, Tenant shall commence to expand its business to the Expansion Premises. A default under the Prior Lease shall constitute a default under this Lease for which Landlord and Tenant may exercise any of their respective remedies under this Lease. In the event the Prior Lease is terminated as a result of the default of Tenant, then upon such termination of the Prior Lease, this Lease shall be terminated as if Tenant shall have committed a default under this Lease and Landlord shall be entitled to damages and other sums as provided in this Lease. In the event the Tenant's right to possession under the Prior Lease shall be terminated as a result of the default of Tenant thereunder, then upon such termination, Tenant's right to possession under this Lease shall terminate as if Tenant committed a default under this Lease and Landlord

shall be entitled to damages, deficiencies and other sums as provided in this Lease.

Notwithstanding the foregoing, Landlord shall, on or before the Lease Commencement Date and at Landlord's expense, perform the following in and/or with respect to the Expansion Premises: (a) demolish the current interior of the second (2nd) floor of the Expansion Premises, except that perimeter drywall shall remain; (b) remove existing floor finishes; (c) at Landlord's option (but not required), new 2' x 4' tile ceiling at the same nominal height as the existing ceiling; (d) lighting as required by code (in any event, Landlord shall save existing 2' x 4' lighting for re-use by Tenant); (e) current switchgear and panels to remain in place; (f) HVAC to remain in place (inclusive of existing units, distribution and diffusers), Landlord reserving the option (but not required) to modify the same as required to deliver Tenant ACT ceiling; and (g) sewer and water to be left stubbed within the Expansion Premises and capped in place. Notwithstanding the foregoing, Tenant shall have the right, by notice delivered to Landlord no later than the date that is ninety (90) days after the date of this Lease (time being of the essence), to require that Landlord not perform some or all of the demolition work described in clause (a) of this grammatical paragraph.

Provided Tenant is not in breach of any provision of this Lease beyond all applicable notice and cure periods expressly provided for in this Lease, Landlord shall reimburse Tenant for up to (i) Five Hundred Thousand Dollars (\$500,000.00) of the reasonable cost of Tenant's expenses incurred in constructing Tenant's initial improvements to the Expansion Premises and (ii) One Hundred Twenty-Five Thousand Dollars (\$125,000.00) of the reasonable cost of Tenant's expenses incurred in performing Tenant's initial alterations to the Current Premises in connection with the expansion thereof (collectively, "Tenant's Initial Improvements"). Such amount(s) shall be paid as follows:

(i) Up to one-third (1/3) of such amount(s) shall be paid (provided there is no such breach) within thirty (30) days after Tenant provides Landlord with (A) receipts which itemize that Tenant has incurred such costs and acknowledge Tenant's payment for same, and (B) waivers of liens, in form and substance acceptable to Landlord, waiving any and all lien rights in connection with Tenant's Initial Improvements performed to date, such waivers to be provided by all contractors and suppliers providing services and/or materials for such Tenant's Initial Improvements;

(ii) Up to an additional one-third (1/3) of such amount(s) shall be paid (provided there is no such breach) within thirty (30) days after Tenant provides Landlord with (A) receipts which itemize that Tenant has incurred such costs and acknowledge Tenant's payment for same, and (B) waivers of liens, in form and substance acceptable to Landlord, waiving any and all lien rights in connection with Tenant's Initial Improvements performed to date, such waivers to be provided by all contractors and suppliers providing services and/or materials for such Tenant's Initial Improvements; and

(iii) The remainder shall be paid (provided there is no such breach) within thirty (30) days after Tenant both opens for business in the Premises and provides Landlord with (A) receipts which itemize such costs and acknowledge Tenant's payment for same, and (B) waivers of liens, in form and substance acceptable to Landlord, waiving any and all lien rights in connection with Tenant's Initial Improvements, such waivers to be provided by all contractors and suppliers providing services and/or materials for Tenant's Initial Improvements. Notwithstanding the foregoing, to the extent that the costs of Tenant's Initial Improvements are less than Six Hundred Twenty-Five Thousand Dollars (\$625,000.00), then Tenant may include in the costs for which Tenant may require reimbursement as provided for in this subparagraph (iii) the reasonable cost of Tenant's expenses incurred in purchasing new furniture, fixtures, and equipment for the Premises in connection with the expansion provided for in this Lease.

In no event may Tenant request payment pursuant to this Section 2.A. more than once in any thirty (30) day period.

If Tenant disputes the square footage of the Expansion Premises, within thirty (30) days after Tenant takes possession of the Expansion Premises, Tenant's architect shall be permitted (at Tenant's sole cost and expense) to verify the measurement of the Expansion Premises made by Landlord's architect. The square footage of the Expansion Premises shall be determined by measuring from the exterior surface of exterior walls (and extensions thereof, in the case of openings) and from the center line of demising party walls, all of which form the perimeter of the Expansion Premises. Tenant shall submit such recalculation to Landlord for Landlord's approval. Any dispute as to the actual square footage of the Expansion Premises shall be resolved by an independent architect to be mutually agreeable to Landlord and Tenant, the cost of whose service shall be shared equally by Landlord and Tenant. If Tenant fails to notify Landlord of any objections to the measurement of the Expansion Premises within thirty (30) days of delivery of the same to Tenant, the Expansion Premises shall be conclusively deemed to be the size set forth in this Lease. If the leasable square foot area of the Expansion Premises, as so determined by such architect(s), is different from the amount set forth herein, then all amounts of rent that are based upon the square footage of the Premises shall be deemed to be adjusted to conform to said measurement for all purposes of this Lease (which amounts have been, and shall continue to be, computed based solely on the leasable square foot area of the Premises). If the Expansion Premises shall be measured as hereinbefore provided, Landlord and Tenant shall, not later than thirty (30) days after the prior written request of either of them, execute a confirmatory agreement setting forth the adjusted rent (which shall be calculated in accordance with the terms of this Lease).

Landlord shall provide Tenant with at least sixty (60) days' advance notice of the Lease Commencement Date. Within thirty (30) days after the Lease Commencement Date ("Permit Filing Date"), Tenant shall, at Tenant's own expense, apply for any and all governmental permits, licenses and approvals (collectively, "Permits") required to permit Tenant to perform Tenant's Initial Improvements, and thereafter Tenant shall diligently pursue obtaining the Permits. Tenant shall give Landlord written notice

of (i) the actual Permit filing date, together with a dated stamped copy of the first page of Tenant's application from the applicable governmental agencies showing the actual Permit filing date, (ii) the date Permits are issued, and (iii) the actual date Tenant obtains its Permits, which notice shall be accompanied by a copy of such Permit. Upon Tenant's written request, Landlord agrees to reasonably cooperate with Tenant, at no cost or expense to Landlord, as may be necessary for Tenant to obtain such Permits (including, but not limited to, providing Tenant with information relating to parking tabulations at the Center), provided Landlord shall not be required to make any changes to the Center or any entitlements thereto in connection with the issuance of the Permits. If Tenant fails to submit its application for Permits on or before the Permit Filing Date, or if Tenant otherwise fails to diligently pursue its Permits, the second (2nd) grammatical paragraph of Section 3.A. of this Lease shall be modified to provide that the Last Day of the Abatement Period shall be sixty (60) days after the Lease Commencement Date without regard to Permits. If Tenant has failed to obtain the Permits within sixty (60) days after the Permit Filing Date, Landlord shall have the right, but not the obligation, to pursue the Permits on Tenant's behalf, at Landlord's sole cost and expense. If Tenant fails to obtain all Permits within one hundred twenty (120) days after the Permit Filing Date, Landlord shall have the right at any time thereafter prior to Permits being obtained by Tenant to terminate this Lease by giving notice of such election to terminate; provided, however, that Landlord's notice to terminate shall be null and void and this Lease shall continue in full force and effect if Tenant advises Landlord within ten (10) days after receiving Landlord's termination notice that Tenant has either obtained such Permits or waives its right to have the Last Day of the Abatement Period be determined, in part, with regard to Permits. Notwithstanding the provisions of the immediately preceding sentence, if (a) the applicable governing authorities do not issue the Permits prior to the expiration of such one hundred twenty (120) day period by reason of the fact that issuance of the Permits would cause the number of parking spaces at the Center to violate Laws, and (b) Tenant notifies Landlord of such non-issuance within five (5) days after Tenant first becomes aware (or reasonably should become aware) of same, Landlord thereafter shall, within thirty (30) days following Landlord's receipt of such notice from Tenant, apply for a parking variance for the Center that would allow for issuance of the Permits (the "Variance"). In the event that Landlord does not receive the Variance within sixty (60) days after Landlord's application for the Variance, then Landlord shall have the right at any time thereafter prior to the Variance being obtained by Landlord to terminate this Lease by giving notice of such election to terminate. If Tenant voids Landlord's termination notice pursuant to this grammatical paragraph, the second (2nd) grammatical paragraph of Section 3.A. of this Lease shall be modified to provide that the Last Day of the Abatement Period shall be sixty (60) days after the Lease Commencement Date without regard to Permits. For purposes of this grammatical paragraph, the term "diligently pursue" shall include payment of all fees and charges, providing all requested information and data to the governmental agencies in a timely manner, and otherwise cooperating with the governmental agencies in an expeditious manner. Notwithstanding the foregoing, for purposes of this grammatical paragraph, in no event shall Permits be deemed to include any governmental licenses, permits or approvals related

to Tenant's signs. The "date the Permits are issued" shall mean the earlier of the date (i) the Permits are available for Tenant to pick up (or obtain in electronic form) from the applicable governmental agency, or (ii) the governmental agency sends the Permits to Tenant via mail or other delivery service. In the event that Landlord terminates this Lease pursuant to this grammatical paragraph, then the Prior Lease shall remain in effect.

B. The Center is shown on Exhibit A. The Center includes the real estate lot(s) or parcel(s) on which the improvements comprising the Center are located (as such lot(s) or parcel(s) is/are from time to time described in the land records of the county or city in which the Center is located); such lot(s) or parcel(s) being currently described as Olney Village Mart, Parcel "A", as recorded in Plat Book 103 at Plat No. 11693 of the Montgomery County, Maryland plat records. Subject to the second (2nd) grammatical paragraph of Section 8.A. hereinbelow, Landlord may make changes to the Center which Landlord deems advisable, including the construction of additional improvements or additional premises and the removal of any improvements whatsoever. The building(s) within the Center contain the approximate number of square feet equal to the Rentable Square Feet of Center (which number shall be used as the number of square feet in the Center for all purposes of this Lease). The Rentable Square Feet of Center excludes the area, if any, occupied by the Landlord's offices at the Center and/or the offices of Landlord's property manager at the Center. The "Building" is the building in which the Premises is located.

C. The Term shall commence on the Lease Commencement Date. Within five (5) business days after the Lease Commencement Date, Tenant shall execute and deliver to Landlord a Certificate of Acceptance using the form attached hereto as Exhibit B. If the Landlord is unable to give possession of the Premises on the Lease Commencement Date by reason of the holding over or retention of possession or for any other reason, Landlord shall not be subject to any liability or claim for the failure to give possession on said date, and, except to the extent such inability results from an act or omission of Tenant, or Tenant's agent or employee (provided that Landlord provides Tenant with notice of such act or omission within five (5) business days after the occurrence thereof), the rent reserved and covenanted to be paid herein by Tenant shall not commence until the possession of the Premises is tendered by Landlord and the Lease Commencement Date shall be postponed by notice from Landlord to Tenant (and Tenant shall provide such confirmation of such postponement as Landlord shall request) for a time period equal to the number of days from the original (i.e., as set forth in Section 1 hereof) Lease Commencement Date until the date possession of the Premises is tendered to Tenant, and this Lease shall run for the full Term from the date of such tender of possession; however, to the extent any such inability (to give possession of the Premises) results from the fault of Tenant, or Tenant's agent, employee or invitee, the Lease Commencement Date shall not be postponed and there shall be no delay or abatement of Tenant's obligation to pay all Minimum Rent and other charges provided for herein. The first "Lease Year" shall begin on the Lease Commencement Date. If the "Last Day of the Abatement Period" (as defined in Section 3.A. hereinbelow) is the first day of a month, the first Lease Year will end

twelve (12) full calendar months after the Last Day of the Abatement Period. If the Last Day of the Abatement Period is a day other than the first day of a month, the first Lease Year will end on the last day of the month in which the first anniversary of the Last Day of the Abatement Period occurs. Each subsequent Lease Year shall commence on the day immediately following the last day of the preceding Lease Year, and shall continue for a period of twelve (12) full calendar months.

D. Intentionally Deleted.

E. Tenant shall have the following option to extend the Term for two (2) additional, consecutive periods of five (5) Lease Years each (the first such period being the "First Extension Term"; the second such period being the "Second Extension Term"; and each such period being sometimes hereinafter referred to as an "Extension Term"), subject to the following provisions. Provided that (i) Tenant is not in breach of any provision of this Lease (beyond all applicable notice and cure periods expressly provided for in this Lease) at the time of sending notice of Tenant's election to extend the Term for the applicable Extension Term, (ii) Tenant has not been in material breach under this Lease on three (3) or more occasions during the twelve (12) month period immediately preceding the date of Tenant's notice extending the Term for the applicable Extension Term (irrespective of whether any of such breaches have been cured; it being agreed that, for purposes of this clause (ii), any monetary breach shall be deemed to be a material breach), and (iii) Landlord receives notice of Tenant's election to extend the Term for the applicable Extension Term at least one hundred eighty (180) days, but no earlier than two hundred seventy (270) days, prior to the expiration of the initial Term or First Extension Term, as applicable (time being of the essence), Tenant shall have the option to extend the Term by the applicable Extension Term; it being agreed that if any of such conditions for exercise of said right are not satisfied, then such right or rights may, at Landlord's option, be extinguished, the same as if it never existed.

All of the terms and conditions of this Lease shall remain in full force and effect during each Extension Term, except that the Term shall not extend beyond the First Extension Term and the Second Extension Term; in no event shall there be any abatement of rent or other concessions (including, but not limited to, any allowance for Tenant's improvements to the Premises) provided by Landlord during any Extension Term; and the Minimum Rent payable during each Lease Year of each Extension Term shall be as follows:

| First Extension Term <u>Lease Year</u> | Minimum Rent <u>Per Sq. Ft.</u> | Annual <u>Minimum Rent</u> | Payable in Equal Monthly Installments of |
|--|------------------------------------|-------------------------------|---|
| 11 | \$23.94 | \$598,430.04 | \$49,869.17 |
| 12 | \$24.66 | \$616,383.00 | \$51,365.25 |
| 13 | \$25.39 | \$634,874.52 | \$52,906.21 |
| 14 | \$26.16 | \$653,920.80 | \$54,493.40 |
| 15 | \$26.94 | \$673,538.40 | \$56,128.20 |

| Second Extension Term Lease Year | Minimum Rent Per Sq. Ft. | Annual Minimum Rent | Payable in Equal Monthly Installments of |
|--|-----------------------------|------------------------|---|
| 16 | \$27.75 | \$693,744.60 | \$57,812.05 |
| 17 | \$28.58 | \$714,556.92 | \$59,546.41 |
| 18 | \$29.44 | \$735,993.60 | \$61,332.80 |
| 19 | \$30.32 | \$758,073.36 | \$63,172.78 |
| 20 | \$31.23 | \$780,815.52 | \$65,067.96 |

Tenant shall, promptly following receipt of Landlord's written request, execute such documents as Landlord shall require to confirm the extension of the Term for the applicable Extension Term and the terms and conditions applicable during the applicable Extension Term.

3. Minimum Rent.

LEASE Commencement
Rx/W

A. Commencing with the Lease Commencement Date, Tenant shall pay to Landlord the Minimum Rent, in equal monthly installments, as set forth hereinabove in Section 1.U. All monthly installments of Minimum Rent shall be payable in advance on the first day of each month, except that the payment of Minimum Rent for the first full calendar month of the Term shall be made upon signing of this Lease. Notwithstanding anything to the contrary, if the Lease Commencement Date is not the first day of a month, then, in addition to the Minimum Rent payable for the first Lease Year, Tenant shall also pay an amount of Minimum Rent for such partial month equal to the Minimum Rent payable for the first Lease Year (i.e. the Initial Annual Minimum Rent) multiplied by a fraction, the numerator of which is the number of days in such partial month and the denominator of which is three hundred and sixty-five (365), which additional Minimum Rent shall be paid on or before the Lease Commencement Date.

Notwithstanding the foregoing, provided that Tenant is not in breach of any provision of this Lease, there shall be abated fifty percent (50%) of the installments of Minimum Rent payable for the period (during the initial Term, but not any Extension Term) commencing on the Lease Commencement Date and ending on the "Last Day of the Abatement Period" (as hereinbelow defined). "Last Day of the Abatement Period" means the date that is sixty (60) days following the later to occur of (i) the Lease Commencement Date, or (ii) the date the Permits are issued.

B. All rent (and all other payments under this Lease, except as expressly provided for herein) shall be payable, without demand or notice and without setoff, counterclaim, recoupment or other reduction, at Landlord's Address or at such other place as Landlord may designate from time to time in writing.

C. No payment by Tenant of a lesser amount than the monthly installment of rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord and satisfaction. Landlord may accept any check for payment without prejudice to Landlord's right to

recover the balance of the rent due or to pursue any other remedy available to Landlord.

4. Late Charges.

In addition to any other remedies Landlord may have under this Lease or applicable law, any installment of Minimum Rent or other payment due from Tenant hereunder which is not received by Landlord within five (5) business days after the date when due shall bear interest accruing from the date such payment was due at a rate equal to the Default Rate; however, interest on any such installment of Minimum Rent or other payment shall not, in any event, be less than Two Hundred Fifty Dollars (\$250.00) (except to the extent prohibited by applicable law). Such interest shall constitute additional rent hereunder, which shall be due and payable upon Landlord's request. Payments of Minimum Rent or other charges (other than cash), if initially dishonored, shall not be considered rendered until ultimately honored as cash by Landlord's depository. Also, in addition to any other remedies Landlord may have under this Lease or applicable law, Tenant shall pay Landlord a \$100.00 fee for each check received by Landlord which is returned by Tenant's bank unpaid.

5. Radius Restriction.

A. Intentionally Deleted.

B. Intentionally Deleted.

C. Intentionally Deleted.

D. Tenant shall not own, operate, or maintain, or have its parent entity (i.e., any entity which owns a controlling interest in Tenant of any nature whatsoever including, but not limited to, a controlling partnership interest, a controlling membership interest or any other types of controlling equity interest, or owns a controlling interest in any class of equity interest of Tenant) or any wholly-owned subsidiary of such parent entity own, operate or maintain, any store or stores of the same or similar use as the Permitted Use within three (3) miles of any outside boundary of the Center.

6. Real Estate Taxes.

A. Commencing with the Lease Commencement Date, for each real estate tax fiscal year or portion thereof during the Term (such real estate tax fiscal year being determined by the applicable governmental authority and being hereinafter referred to as a "Tax Year"), Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of "Real Estate Taxes" (as defined below). "Real Estate Taxes" means all taxes (including special assessments, taxes levied by a special taxing district, or other similar charges) due with respect to the land and improvements (whether now existing or hereafter constructed) in the Center. Real Estate Taxes shall not include vault space taxes, federal or state income taxes levied or assessed on Landlord, any inheritance, estate, gift, franchise, corporation, income, excise, capital stock,

succession, transfer, recordation, or net or excess profits tax which may be assessed against Landlord or the Center, or any fines or penalties incurred as a result of the late payment of Real Estate Taxes (except to the extent that such late payment is the result of the act or omission of Tenant).

B. Landlord shall annually notify Tenant in writing of Landlord's estimate of Tenant's Proportionate Share of Real Estate Taxes for each Tax Year, and Tenant shall pay such amount in equal monthly installments in advance on the first day of each of the twelve (12) months after the date of such notice, the first such monthly installment to be due on the Lease Commencement Date; it being agreed that Tenant shall also, within thirty (30) days of the date of receipt of such notice, make payment of all such monthly installments due for the time period from the commencement of such Tax Year to the date of such notice. Each such monthly installment shall accompany Tenant's monthly installment of Minimum Rent (except for the lump sum payment of installments accruing prior to the date of such notice, as provided above). Landlord's estimate of Tenant's Proportionate Share of Real Estate Taxes payable by Tenant during the first Lease Year is set forth in Section 1.J. hereinabove as the Initial Annual Real Estate Taxes, which amount shall be payable by Tenant in equal monthly installments on or before the first day of each month during the first Lease Year. If the Lease Commencement Date is a date other than the first day of a month, then in addition to the Initial Annual Real Estate Taxes payable for the first Lease Year, Tenant shall also pay, on or before the Lease Commencement Date, an amount equal to the Initial Annual Real Estate Taxes multiplied by a fraction, the numerator of which is the number of days in such partial month and the denominator of which is three hundred and sixty-five (365). Within one hundred twenty (120) days after the end of each Tax Year, Landlord shall submit to Tenant a statement (accompanied by a copy of an official tax bill) showing the actual Tenant's Proportionate Share of Real Estate Taxes for the prior Tax Year, the amount paid by Tenant, and the balance due or overpayment. The balance due shall be paid by Tenant to Landlord with, or the overpayment shall be credited by Landlord to Tenant, without interest, with or to the next installment of Minimum Rent payable after the date of the statement, or refund the same to Tenant if the Term has expired or this Lease otherwise has been earlier terminated. Landlord's obligations pursuant to the immediately preceding sentence shall survive the expiration or earlier termination of this Lease.

C. Actual expenses, including attorneys' fees, expert witness fees and similar costs, incurred by Landlord in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be included in Real Estate Taxes. Real Estate Taxes which are being contested by Landlord shall be included for purposes of Tenant's liability under this Section 6, but if Landlord receives a refund of any Real Estate Taxes on which Tenant's payment was based, Landlord shall credit Tenant's Proportionate Share of such refund to the next installment of Minimum Rent payable after the date of the refund, or refund the same to Tenant if the Term has expired or this Lease otherwise has been earlier terminated. Landlord's obligations pursuant to the immediately preceding sentence shall survive the expiration or earlier termination of this Lease. Landlord shall have no obligation to contest the levying or imposition of

any Real Estate Taxes, and may, in its sole discretion, compromise or abandon any such contest.

7. Utilities.

A. Tenant shall pay directly to the supplier all charges for water, sewer, gas, electricity, telephone and other utilities used upon the Premises commencing with Landlord's tender of possession of the Premises to Tenant. Expenses for maintenance of utility meters shall be borne by Tenant, and if Landlord pays any such expenses, Tenant shall reimburse Landlord promptly upon receipt of written demand together with reasonable evidence of such expenditures. Except as may be otherwise expressly provided elsewhere in this Lease or except as otherwise occasioned by reason of the gross negligence or willful misconduct of Landlord (subject, however, to the provisions of Section 26 hereinbelow), Landlord shall not be liable for any failure to furnish, or for any interruption of, utility services.

B. Notwithstanding the foregoing, Landlord, in Landlord's sole, but commercially reasonable, discretion, shall have the right at any time and from time to time during the Term to select and/or change the utility provider that supplies electricity and/or other utilities to the Premises, and Tenant shall arrange to obtain electricity and/or such other utility directly from such utility provider. Landlord reserves the right to purchase utilities directly from a utility provider and to sell any such utility to Tenant. In the event Landlord exercises such right to sell any utility to Tenant, Tenant shall pay to Landlord the cost of the utility provided to Tenant, and any taxes or other charges in connection therewith. Landlord shall not sell any utility service to Tenant on a for-profit basis.

8. Common Areas; Employee Parking.

A. "Common Areas" means all areas within the Center which Landlord makes available from time to time to tenants and their customers for their general use, convenience and benefit, including parking areas, driveways, walkways, landscaped or planted areas, lighting facilities, service areas and loading and unloading areas. The Common Areas do not include the roofs, exterior walls and surfaces or structures of the buildings in the Center, although the maintenance, repair and replacement expenses for the roofs, exterior walls and surfaces and structures of the buildings in the Center will be included in Common Area Operating Costs. Landlord grants to Tenant, its employees and customers, the right, in common with other tenants in the Center, their employees and customers (as well as Landlord and Landlord's agents, employees and invitees, including, but not limited to, any invitees occupying and/or visiting property adjacent to the Center), to use the Common Areas during the Term. Subject to the second (2nd) grammatical paragraph of this Section 8.A., Landlord may change, increase, and/or reduce the size, location or nature of the Common Areas, and may locate on the Common Areas structures of any type. Further, Landlord may connect the Center to, and/or combine the Center with (including, but not limited to, a combination and/or sharing of facilities which benefit the Center and any other property), any property adjacent to the Center, whether by means of common ingress

and/or egress, common parking and/or other facilities, and/or otherwise, and, in connection therewith, grant and/or receive easements, access, license and/or other rights and/or agreements for the benefit of the Center and/or any such adjacent property. Landlord shall have exclusive control and management of the Common Areas, and Landlord may establish, modify and enforce rules therefor, provided that any such rules established after the date of this Lease do not materially increase Tenant's obligations hereunder, materially reduce Tenant's rights hereunder, or otherwise conflict with the express terms and conditions of this Lease, in which event the express terms and conditions of this Lease shall prevail.

Notwithstanding the foregoing, Landlord shall not, in exercising its rights under this Section 8.A. or under Section 2.B. hereinabove: (a) materially adversely affect ingress and egress to and from the Premises via Tenant's storefront entrance; or (b) reduce the number of parking spaces in the Center below that which is required by the applicable governmental authorities. The foregoing provisions of this grammatical paragraph shall not apply in instances where access and/or parking is temporarily affected as a result of repairs, remodeling, renovation or other construction to the Center. The restrictions in this grammatical paragraph shall be deemed to be null and void and of no force and effect if Tenant is in breach of its obligation to operate under Section 10.B. of this Lease.

In addition, in the event the operation of Tenant's business is materially adversely affected as a result of Landlord exercising its rights under this Section 8.A., causing Tenant to cease operations at the Premises solely as a result thereof, Tenant shall give Landlord written notice. Commencing on the date that is three (3) days after Landlord receives such notice, Minimum Rent shall abate until the earlier of the date (i) on which such activity ceases or (ii) Tenant can reasonably reopen for business.

B. Tenant and its agents and employees will park their automobiles in the Center only in such areas as may be reasonably designated by Landlord as "Employee Parking Areas". Upon Landlord's request from time to time, Tenant shall furnish Landlord with the license number of the automobiles used by Tenant and its employees. Thereafter, Tenant shall use reasonable good faith efforts to promptly notify Landlord of any changes in such information within five (5) business days after such changes occur. If Tenant and/or its employees shall fail to park their automobiles in any such parking areas at the Center as may be designated for such purpose by Landlord, then, in addition to any other remedy Landlord may have under this Lease or applicable law, after notice of the first occurrence of such violation, Tenant shall pay to Landlord, upon Landlord's request, an amount equal to one-half (½) of the Late Compliance Charge per automobile for each day such violation of this provision shall continue.

9. Common Area Operating Costs.

A. Commencing with the Lease Commencement Date, Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of "Common

Area Operating Costs" (as hereafter defined). "Common Area Operating Costs" means: (1) the following costs and charges for each calendar year or part thereof during the Term: (i) "Common Area Costs" (as hereinafter defined); (ii) repair, replacement, and maintenance costs for the roofs, structure and exterior of the buildings in the Center (including, but not limited to, building facades); and (iii) "Insurance Costs" (as hereinafter defined); plus, (2) a fee, on account of management of the Center, equal to fifteen percent (15%) of Common Area Operating Costs. "Common Area Costs" means all costs incurred by Landlord to operate, maintain, replace and repair the Common Areas (and any adjacent land and improvements acquired, leased or otherwise used by Landlord for the benefit of the Center), including, but not limited to, costs for the following (if provided by Landlord): security services; parking attendants or devices used to regulate the parking at the Center; gardening, landscaping, exterminating; repairs; painting; striping and sweeping; lighting (including the cost of electricity and maintenance and replacement of fixtures and bulbs); signage and music in and adjacent to the Center; refuse removal; ice and snow removal; equipment and supplies; replacement of paving, curbs and walkways; a reserve for re-surfacing the parking lot calculated on a ten (10) year life; water and maintenance charges for sprinklers and hydrants; personnel to operate, maintain and repair the Common Areas (including salaries, employment taxes, workmen's compensation insurance and fringe benefits for such personnel); facilities for the benefit of the Center (whether or not such facilities are located at the Center), including, but not limited to, storm water management facilities, parking facilities, and means of ingress and/or egress to, from and within the Center, and further including, but not limited to, facilities for the benefit of the Center which are used pursuant to any easement, access, license or other right or agreement; fees for reading tenant utility meters; and any other charges elsewhere provided for in this Lease to be included in Common Area Costs. "Insurance Costs" means all insurance premiums and other costs incurred by Landlord in connection with fire and extended coverage, public liability, business interruption, sign, and any other insurance maintained by Landlord relating to the Center. Where any expenses (which, if solely provided for the benefit of the Center, and/or which, if solely incurred with respect to the Center, would be Common Area Operating Costs, Real Estate Taxes and/or any other expense for which Tenant is obligated to reimburse Landlord any portion thereof, as provided for in this Lease) are incurred for the benefit of, and/or with respect to, the Center and other property (including, but not limited to, property adjacent to the Center), Landlord shall allocate such expenses, in Landlord's sole, but reasonable, opinion, between the Center and such other property, and the amount so allocated to the Center shall be included in, respectively, the Common Area Operating Costs, Real Estate Taxes and/or other applicable expenses.

Notwithstanding anything to the contrary set forth in this Lease, "Common Area Operating Costs" shall not include: (i) principal or interest payments pursuant to mortgages placed on or against the Center; (ii) leasing commissions; (iii) the cost of improvements provided by the Landlord to any individual tenant's premises within the Center (except as may be otherwise provided for herein); (iv) costs incurred to test, survey, clean up, contain, abate, remove or otherwise remedy any

"Hazardous Substances" (as defined in Section 15.F. hereinbelow); (v) costs incurred to comply with The Americans With Disabilities Act; (vi) ground rent or other rental payments made under any ground lease or underlying lease or loan payments made on account of any loan; (vii) costs of constructing additional buildings in connection with an expansion of the Center or any portion thereof; (viii) costs of legal, space planning, and other similar expenses incurred in procuring or retaining other tenants for the Center or solely with respect to individual tenants or occupants of the Center; (ix) salaries, wages, or other compensation paid to officers or executives of Landlord above the level of property manager; (x) costs of advertising and public relations and promotional costs associated with the leasing of the Center; (xi) any costs, fines or penalties incurred due to the violation by Landlord of any governmental rule or regulation; (xii) any expenses for which Landlord actually receives reimbursement from insurance (or would have received reimbursement had Landlord carried the insurance required under this Lease) or condemnation proceeds, but only to the extent of such reimbursement; (xiii) costs incurred in connection with disputes with other tenants, other occupants or prospective tenants, or costs and expenses incurred in connection with negotiations or disputes with employees, consultants, management agents, leasing agents, purchasers or mortgagees of the Center; (xiv) costs incurred in connection with the original construction of the Center; (xv) costs incurred for the sale, financing, refinancing, mortgaging, selling or change of ownership of the Center, including, but not limited to, attorneys' fees, title insurance premiums, and transfer and recording costs; (xvi) costs, fines, interest, penalties, legal fees or costs of litigation incurred due to the late payments of loan payments, taxes and utility bills and other costs incurred by Landlord's failure to make such payments when due, except to the extent that such failure is the result of the act or omission of Tenant; (xvii) fees for management of the Center in excess of the fifteen percent (15%) management fee described in the first (1st) grammatical paragraph of this Section 9.A.; (xviii) costs incurred for any items to the extent Landlord receives reimbursement pursuant to a manufacturer's, materialman's, vendor's or contractor's warranty; (xix) interest on capital invested, bad debt losses, rent losses and reserves for such losses; (xx) costs incurred by Landlord which are associated with the operation of the business of the legal entity which constitutes Landlord as the same is separate and apart from the costs of the operation of the Center, including legal entity formation and maintenance charges, legal entity accounting (excluding the incremental accounting fees relating to the operation of the Center) and legal fees (other than with respect to Center operations); (xxi) all amounts which would otherwise be included in Common Area Operating Costs which are paid to any affiliate or subsidiary of Landlord to the extent the cost of such services exceed the market rate for similar services; (xxii) costs or expenses necessitated by or resulting from the gross negligence or willful misconduct of Landlord, its agents, or employees; (xxiii) costs and expenses incurred in connection with any bankruptcy proceedings; (xxiv) depreciation and amortization of the Center; (xxv) the cost of any repair or replacement item which, by standard accounting practice, is required to be capitalized (provided, however, that the cost of any such capitalized repair or replacement items shall be amortized over the life of the repair, replacement or improvement in accordance with generally accepted

accounting principles, but in no event over more than five (5) years, and the annual amortization cost shall be included in the Common Area Operating Costs); (xxvi) any administrative fee (it being agreed that this clause (xxvi) shall not be deemed to exclude from Common Area Operating Costs the fifteen percent (15%) management fee described in the immediately preceding grammatical paragraph); and (xxvii) for so long as Tenant is providing its own trash collection services as provided for in this Lease, the cost of removing other tenants' trash (but this clause (xxvii) shall not be deemed to exclude from Common Area Operating Costs refuse pick-up from the sidewalks, parking lots, and similar facilities of the Common Areas, and the emptying of trash cans made available for the common use of customers). Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be double billed for the same cost by Landlord billing the same cost under two different Sections of this Lease (e.g., Tenant is billed separately for a particular cost elsewhere in this Lease and such cost also is charged as part of Common Area Operating Costs). With respect to any off-site or other employees who are not assigned at least full-time to the operation, management, maintenance or repair of the Center, Landlord shall reasonably allocate the wages, salary, or other compensation or benefits paid to such employees among the properties to which such employees are assigned and Common Area Operating Costs shall exclude the portion of such compensation not reasonably allocated to the Center.

B. Landlord shall annually notify Tenant in writing of Landlord's estimate of Tenant's Proportionate Share of Common Area Operating Costs for each calendar year, and Tenant shall pay such amount in equal monthly installments in advance on the first day of each month after the date of such notice; it being agreed that Tenant shall also, within thirty (30) days of the date of Tenant's receipt of such notice, make payment of all such monthly installments due for the time period from the commencement of such calendar year to the date of such notice. Each such monthly installment shall accompany Tenant's monthly installment of Minimum Rent (except for the lump sum payment of installments accruing prior to the date of such notice, as provided above). Landlord's estimate of Tenant's Proportionate Share of Common Area Operating Costs payable by Tenant during the first Lease Year is set forth in Section 1.J. hereinabove as the Initial Annual Common Area Costs, which amount shall be payable by Tenant in equal monthly installments on or before the first day of each month during the first Lease Year. If the Lease Commencement Date is a date other than the first day of a month, then in addition to the Initial Annual Common Area Costs payable for the first Lease Year, Tenant shall also pay, on or before the Lease Commencement Date, an amount equal to the Initial Annual Common Area Costs multiplied by a fraction, the numerator of which is the number of days in such partial month and the denominator of which is three hundred and sixty-five (365). Within one hundred twenty (120) days following the end of each calendar year, Landlord shall submit to Tenant a statement (the "Annual Statement") showing the actual amount of Tenant's Proportionate Share of Common Area Operating Costs for the prior calendar year, the amount paid by Tenant, and the balance due or overpayment. The balance due shall be paid by Tenant to Landlord, or the overpayment shall be credited by Landlord to Tenant, without interest, to the next installment of Minimum Rent payable after the date of the statement, or refunded to Tenant in the event this

Lease has expired or been earlier terminated, which obligation of Landlord shall be deemed to survive the expiration or earlier termination of this Lease. The Annual Statement shall set forth Common Area Operating Costs for the applicable calendar year in reasonable detail (e.g., showing each category of costs on a line item basis). However, failure to provide the Annual Statement shall not excuse the timely payment of Tenant's Proportionate Share of Common Area Operating Costs. Landlord's failure to reconcile the Common Area Operating Costs payable in any given calendar year shall not relieve Tenant of its obligation to pay Common Area Operating Costs for that year or any subsequent year, except that, notwithstanding anything to the contrary contained in this Lease, Tenant shall not be required to pay any balance due for Common Area Operating Costs to the extent Landlord has not, within twenty-four (24) months following the end of the calendar year with respect to which such amounts are payable, submitted to Tenant the Annual Statement showing the actual amount of such costs for any such calendar year.

C. Commencing with the second (2nd) full calendar year of the Term, Tenant's Proportionate Share of Controllable Common Area Operating Costs shall not increase more than five percent (5%) for any one (1) calendar year in excess of the amount payable by Tenant in the immediately preceding calendar year; provided, however, that (a) the amount of the difference in any one calendar year between the actual percentage increase in the Controllable Common Area Operating Costs and the five percent (5%) limit (when the increase is less than the 5% limit) may be accumulated by Landlord and carried forward to future calendar years and used by Landlord to increase the five percent (5%) limit, and (b) the amount of any expenses uncollectible during any calendar year because the Controllable Common Area Operating Costs are more than the five percent (5%) limit may be accumulated by Landlord and carried forward to future calendar years and included in any calendar year in which Controllable Common Area Operating Costs are less than the amount permitted by the five percent (5%) limit, so long as in either event, the increase in such calendar year when added to increases in the immediately preceding prior calendar years shall not exceed an annual average increase of five percent (5%). In the event of a partial calendar year, in order to calculate the above limitation, the amounts payable by Tenant shall be projected over and increased to cover a full calendar year. "Controllable Common Area Operating Costs" means all Common Area Operating Costs, except insurance, salting, snow and ice removal, security and utility costs. Solely for purposes of determination and calculation of the foregoing limitation, and for such purposes only, Common Area Operating Costs shall not include and no limitation on increases shall apply to the costs of insurance, salting, snow and ice removal, security and utility costs. The aforesaid excluded items shall be deducted from the Common Area Operating Costs before the limitation is applied and, after the limitation on Controllable Common Area Operating Costs is determined, added to the limited Controllable Common Area Operating Costs to determine Tenant's Proportionate Share of Common Area Operating Costs in any calendar year. During the first (1st) calendar year in which any extension or renewal of the Term commences, Tenant's responsibility for Controllable Common Area Operating Costs shall be for Tenant's Proportionate Share of the actual Controllable Common Area

Operating Costs. Thereafter, during each calendar year of the extension period, the foregoing five percent (5%) cap shall apply.

D. Provided that Tenant has made all payments that have been invoiced by Landlord and is not otherwise in default under this Lease, Tenant shall have the right to perform an informal audit of the books, records and computations of Landlord relative to Common Area Operating Costs, provided: (i) Tenant gives Landlord thirty (30) days' prior written notice of its intent to audit; (ii) the audit occurs during Landlord's normal business hours and in Landlord's principal offices; (iii) Tenant may only audit said records and books once during each calendar year; (iv) Tenant may only conduct the audit of a calendar year's books and records within six (6) months after receipt of the final statement for the item in question for such calendar year; (v) the auditor must be a certified public accountant that is not compensated on a contingency basis; (vi) Tenant provides Landlord a copy of the auditor's report; and (vii) the auditor agrees to execute a confidentiality agreement with respect to such audit. All of the information obtained through said audit as well as any compromise, settlement, or adjustment reached between Landlord and Tenant relative to the results of the audit shall be held in strict confidence by Tenant and Tenant's officers, agents and employees and shall not be revealed in any manner to any person except upon the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, or if required pursuant to any litigation between Landlord and Tenant materially related to the facts disclosed by such audit, or if otherwise required by law. Landlord shall have all rights allowed by law or equity if Tenant, its officer, agents or employees and/or auditor violate the terms of this provision, including without limitation, the right to terminate the Lease or the right to terminate Tenant's future right to audit pursuant to this Section 9.D. Landlord may contest Tenant's audit results by giving Tenant written notice of protest within thirty (30) days following Landlord's receipt of the audit report. If Landlord's accountant and Tenant's accountant cannot mutually agree as to Tenant's share of Common Area Operating Costs due within thirty (30) days after Tenant's receipt of Landlord's notice of protest, Landlord's accountant and Tenant's accountant shall jointly choose a third independent Certified Public Accountant, whose determination shall be binding upon the parties hereto. If the accountants fail to agree upon the third accountant, the parties agree to proceed forthwith to arbitrate the issue in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The cost of the third accountant or the cost of arbitration shall be borne equally by the parties.

10. Use of Premises; Compliance With Laws.

A. Tenant shall use the Premises exclusively for the Permitted Use set forth in Section 1.H. hereinabove and for no other purpose. In addition, without limiting the foregoing, Tenant agrees and acknowledges that, notwithstanding anything to the contrary, the Premises may not be used, in whole or in part, for any of the uses described in Exhibit F, attached hereto and hereby made a part hereof (it being agreed that the express prohibition on certain uses, as herein provided, shall not be construed to imply that Tenant is permitted to use the Premises for any

use other than as expressly provided for in this Lease). Tenant shall not, without the prior written consent of Landlord, (a) use any portion of the Common Areas for sale or display of merchandise, (b) use any loudspeaker or other communications equipment that may be heard or seen outside the Premises, or (c) permit the installation or use in any portion of the Premises of a cigarette machine or a pinball, video, or other amusement or game machine of any kind. Notwithstanding the provisions of clause (b) of the immediately preceding sentence, Landlord hereby acknowledges and agrees that, because of the nature of the Permitted Use, it is anticipated that noise may from time to time be generated. Subject to applicable Laws, in no event shall such clause (b) have the effect of unreasonably restraining Tenant from engaging in the normal conduct of a first-class family health and fitness center, nor shall Tenant be required to engage in noise mitigation except for reasonable and customary noise mitigation by Tenant which would not unreasonably restrict the layout of Tenant's exercise equipment or Tenant's ability to operate for a first-class family health and fitness center. In addition, Tenant shall operate Tenant's business in the Premises (and shall refer to Tenant's business in the Premises in all signage and advertising) using only Tenant's Trade Name.

B. Tenant shall keep the Premises open for business at least from 10:00 a.m. to 8:00 p.m. Monday through Saturday and from 11:00 a.m. to 6:00 p.m. on Sunday ("Minimum Store Hours"). Tenant may keep the Premises open for business on days other than normal and usual shopping days and for hours in addition to the hours set forth in the preceding sentence. Landlord recognizes that the Premises may be closed during certain of the Minimum Store Hours on a very infrequent and incidental basis for (i) the reasons described in Section 36.L. hereinbelow, (ii) necessary repairs to the Premises (not to exceed a total of five (5) days in any Lease Year without Landlord's prior written consent, but this limitation shall not apply to closing to the extent caused by casualty or condemnation damage), (iii) renovations (not to exceed a total of seven (7) days every five (5) Lease Years without Landlord's prior written consent), (iv) closing to the extent necessary as the result of a casualty or condemnation, and (v) federal government holidays (the foregoing, "Permitted Closures"). If Tenant is closed for one of the aforementioned reasons and such closing is reasonable in nature and does not exceed the permitted period of closure as set forth above and Tenant has notified Landlord in advance of such closing whenever reasonably possible under the circumstances, then the same shall not be considered a default under this Lease. Any day during the Term on which Tenant has not been open for business to the public continuously during the entire Minimum Store Hours shall be deemed a "closing" for the purpose of calculating the foregoing limitation.

C. In addition to the requirements of Section 15 hereinbelow, Tenant shall comply with all laws, codes, ordinances, rules and regulations now or hereafter enacted pertaining to the Premises including, but not limited to, The Americans With Disabilities Act, each "Hazardous Materials Law" as defined in Section 15.F. hereinbelow, any laws, codes, ordinances, rules and regulations pertaining to chloroflourocarbons, and all other laws, codes, ordinances, rules and regulations pertaining to use and occupancy of the Premises and construction of improvements to the Premises (all of which laws, codes, ordinances, rules and regulations are sometimes herein collectively referred to as "Law(s)"). Landlord shall, as part of the Common Area Costs (provided for in Section 9 hereinabove), comply with all laws, codes, ordinances, rules and regulations now or hereafter enacted pertaining to the Common Areas and roofs, exterior walls and structures of the buildings in the Center (including, but not limited to, The Americans With Disabilities Act, each "Hazardous Materials Law," as defined in Section 15.F. hereinbelow, and laws, codes, ordinances, rules and regulations pertaining to chloroflourocarbons). In addition, Tenant shall not permit any act upon the Premises which (i) disturbs tenants of the Center or injures the reputation of the Center, (ii) subjects Landlord to liability for injury or damage to persons or property, or (iii) invalidates, or increases the cost of, any insurance policy pertaining to the Center. In addition to any other remedy Landlord may have under this Lease or applicable law, Tenant shall pay to Landlord the amount of any increase in Landlord's insurance costs caused by any of Tenant's activities.

D. Landlord shall not hereafter lease any store space within (i) the Center and/or (ii) the property known as "Fair Hill" located at the intersection of Maryland Route 108 and Spartan Road, Olney, Maryland (such property being "Fair Hill") for so long as Fair Hill is owned in whole or in part, or controlled, directly or indirectly, by Landlord or any "Affiliate", as hereinbelow defined, during the Term to a tenant whose primary business is the operation of a health club and fitness facility ("Exclusive Use"). As used herein, "primary business" means the operation of a health club and fitness facility from more than twenty-five percent (25%) of the square footage of such tenant's premises.

Tenant expressly understands that the immediately preceding paragraph does not apply to: (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, to the extent such existing leases either permit such tenants to use their respective premises for a conflicting use or do not preclude such tenants from using their respective premises for a conflicting use (the "Existing Leases"); provided, however, that upon any assignment or subletting under such Existing Leases, Landlord shall enforce Tenant's rights set forth above unless (a) such assignment or subletting is for a purpose presently permitted or not precluded by such Existing Leases; or (b) Landlord is not permitted, pursuant to the terms of such Existing Lease, to enforce Tenant's rights hereunder in connection with such assignment or sublease; or (c) Landlord would be required to terminate such Existing Lease; (ii) any tenant primarily offering classes in specialized physical disciplines (e.g., martial arts or dance), as opposed to fitness generally; (iii) any tenant operating a fitness center primarily specializing in fitness for children (e.g., Kid Zone or My Gym); (iv) any tenant whose primary business is the operation of a weight loss center (e.g., Weight Watchers, Jenny Craig or Lindora); or (v) a fitness facility (a) containing 2,500 square feet or less, (b) that primarily is intended to be unisex, and (c) that is similar to, by way of example only, such a facility operating under the trade name "Curves" or the trade name "Cuts".

In addition, the restriction on Fair Hill shall not apply to (i) a person or entity which was previously, but is no longer, the Landlord hereunder or its Affiliate, or (ii) any "Lender" (as defined in Section 20.B. hereinbelow) that succeeds to Landlord's interest under this Lease. "Affiliate" means any entity that is a parent of Landlord, a subsidiary of Landlord, or under common control with Landlord.

In the event of a breach of Landlord's agreement set forth in this Section 10.D., Tenant, at its election and as its sole and exclusive remedy for such breach, may terminate this Lease upon prior written notice to Landlord, which notice shall be given by Tenant not less than ninety (90) days prior to the effective date thereof; provided that such termination shall be rendered ineffective if during such ninety (90) day period Landlord causes the cessation of the activities causing the breach. Tenant's right to terminate as provided for in this grammatical paragraph shall be conditioned upon Tenant giving Landlord notice within three (3) months of the date on which the violating tenant first opens for business (or first operates for the Exclusive Use) at the Center or at Fair Hill, as applicable. Failure of Tenant to give such notice within the above time period shall be a waiver of Tenant's right to terminate.

This Exclusive Use covenant shall cease and terminate and be of no further force or effect if (i) Tenant is in default under this Lease beyond all applicable notice and cure periods expressly provided for in this Lease, or (ii) the Premises shall cease to be used for the Exclusive Use for a period of thirty (30) days (except for Permitted Closures). The provisions of this Section 10.D. shall be of no force or effect in the last six (6) months of the Term (unless Tenant has timely extended the Term for an Extension Term or the parties otherwise have agreed in writing to extend the Term).

11. Signs.

No sign, advertisement or notice shall be inscribed, painted, affixed or displayed by or on behalf of Tenant on any part of the Center. Tenant may place signs on the Premises in such place, number, sign, color and style as is approved in writing by Landlord and as complies with Landlord's then current sign criteria for the Center, as same may be modified by Landlord from time to time, in Landlord's sole discretion (including, but not limited to, the sign criteria in effect as of the date hereof, which are attached hereto as Exhibit G and incorporated herein by reference), and as is permitted by applicable law. If any such sign, advertisement or notice is exhibited, without Landlord's approval or in violation of the then current sign criteria for the Center and/or applicable law, Tenant shall remove the same immediately on Landlord's demand. Subject to the provisions of the first (1st) sentence of this Section 11, Tenant shall be entitled to place upon the exterior of the Premises signs comprising a total area, in the aggregate, at least equal to the total area, in the aggregate, of the current exterior signage (as of the date of this Lease) installed upon the Building by Tenant and the current tenant of the second (2nd) floor of the Building, Carl M. Freeman Associates, Inc. Tenant shall maintain Tenant's sign(s) in good repair, and shall replace same when needed, so that Tenant's sign(s) are in good condition at all times. Tenant shall replace any sign removed for updating or repairs within ten (10) days after its removal. Upon termination of the Lease, Tenant, at Landlord's request, shall remove Tenant's sign(s), at Tenant's expense, and Tenant shall repair and/or replace (as requested by Landlord) any portions of the Premises and/or Building damaged by the installation and/or removal of such sign(s) (including, but not limited to, any fascia and/or soffet of the Building damaged by such installation and/or removal). If Tenant shall install any sign that does not comply with applicable law or in violation of the then current sign criteria for the Center, and/or Tenant does not have Landlord's written approval for such sign, and Tenant refuses to remove such sign on Landlord's request, then Landlord may, in addition to any other remedy Landlord may have under this Lease or applicable law, remove such sign and/or replace same with signage acceptable to Landlord and Tenant shall pay the cost incurred by Landlord therefor upon Landlord's request. Tenant shall keep any sign on the exterior of the Premises illuminated at all times. In the event that Tenant shall fail to keep any such exterior sign illuminated and such failure shall continue for ten (10) business days after notice from Landlord, then Tenant shall pay to Landlord (in addition to any other remedy that Landlord may have under this Lease or applicable law), upon Landlord's request, an amount equal to one-half (½) of the Late Compliance Charge for each day Tenant fails

to so illuminate such signage (provided, however, that if Landlord gives Tenant one (1) notice during any Lease Year of any such failure to so illuminate such signage, Landlord shall thereafter (during the remainder of such Lease Year) not be required to give Tenant notice of such failure, and Tenant shall be required to pay the one-half (½) of the Late Compliance Charge for each day Tenant fails to so illuminate such signage. Tenant agrees that Landlord has the right, at Landlord's discretion, at any time during the Term of this Lease to remodel or change the exterior surfaces of the Center. Tenant understands that during such remodeling, it might be necessary to remove Tenant's existing sign(s) and that said sign(s) may not be suitable for reinstallation after the remodeling is completed. In the event Tenant's sign(s) are not suitable, in Landlord's sole discretion, for reinstallation after such remodeling then Tenant shall, at its sole cost and expense, replace such sign(s) and obtain all necessary permits and government approvals. During the remodeling, Tenant agrees to cooperate with Landlord and execute any necessary documentation required to facilitate the remodeling process. Notwithstanding the foregoing, Tenant shall not be required to incur any such costs for the replacement of any of Tenant's sign(s) due to remodeling of the Center more than once every ten (10) years during the Term.

During the thirty (30) day period commencing on the date on which Tenant opens for business in the Expansion Premises, Tenant shall have the right to install, at Tenant's cost, one (1) professionally manufactured temporary banner on the exterior of the Premises, which banner shall include Tenant's Trade Name and shall advertise the expansion of Tenant's business in the Premises, subject to the approval of all applicable governmental authorities and subject to Landlord's approval of the size, color, location, and other characteristics of such banner (which approval shall not be unreasonably withheld).

12. Alterations.

A. Tenant shall not alter the exterior of the Premises in any way. Tenant may alter the interior of the Premises for the conduct of its business after obtaining the written approval of Landlord as to the alterations and the contractor(s). Landlord's approval of any interior, non-structural alterations shall not be unreasonably withheld, conditioned, or delayed. Such alterations shall not harm the structure or the electrical, plumbing, heating or air conditioning facilities of the Premises or the Building and must comply with all Laws. If Landlord consents to any alterations at the Premises, Tenant shall furnish to Landlord three (3) sets of Tenant's construction documents made on a quarter inch (1/4") scale certified by Tenant's architect as accurately reflecting the alterations as constructed. Upon completion of any alterations described in this Lease, Tenant shall provide Landlord with written evidence that Tenant has obtained all necessary governmental approvals of such alterations. Tenant shall, if requested to do so by Landlord at the time of Landlord's written approval of such alterations, remove any or all of such alterations (described in this Lease) upon the expiration of the Term or sooner termination of this Lease. Notwithstanding the foregoing, Tenant shall not be required to remove any of Tenant's Initial Improvements pursuant to the immediately preceding

sentence, except that Tenant shall, if requested to do so by Landlord at the time of Landlord's written approval of Tenant's plans with respect to Tenant's Initial Improvements, remove (upon the expiration of the Term or sooner termination of this Lease) any new staircase constructed at the Premises by Tenant as part of Tenant's Initial Improvements.

Notwithstanding anything to the contrary contained in this Lease and after Tenant has completed Tenant's Initial Improvements and opened for business in the Expansion Premises, Tenant shall have the right to make non-structural interior alterations, repairs or replacements in and to the Premises without first obtaining Landlord's prior written consent or approval, but upon at least forty-eight (48) hours' prior notice to Landlord, provided (i) such interior alterations, repairs or replacements neither require any structural alteration nor impose any greater load on any structural portion of the Premises or on the utility or mechanical system serving the Premises, (ii) such interior repairs or replacements are in accordance with Tenant's originally approved plans and are in conformance with Landlord's then current design criteria, (iii) the cost of such interior alteration, repair or replacement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) in any Lease Year, (iv) such changes do not affect parking requirements or entitlements for the Premises or the Center, and (v) Tenant agrees to indemnify and hold harmless Landlord from and against all claims, actions, liability and damage sustained by Landlord as a result of any such work by Tenant, its agents, employees or contractors. Tenant shall comply with all Laws in making any alterations, repairs or replacements. If Tenant is required to file plans as a condition to doing such work, Tenant shall provide Landlord with a copy of the plans for informational purposes.

B. In the event that any mechanics' or materialmen's liens shall at any time be filed against the Premises purporting to be for work, labor, services or materials performed or furnished to Tenant or anyone holding the Premises through or under Tenant, Tenant shall cause the same to be discharged of record within thirty (30) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged within thirty (30) days after the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due; and the amount so paid by Landlord, and all costs and expenses, including reasonable attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord, as additional rent, on the first day of the next succeeding month. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished to Tenant upon credit and that no mechanics', materialmen's or other liens for any such labor or materials shall attach to or affect the estate or interest of Landlord in and to the land and improvements of which the Premises are a part.

13. Fixtures and Equipment.

All of Tenant's equipment, furniture, and moveable trade fixtures shall remain Tenant's property (subject to Section 35 hereinbelow), and Tenant shall have sole responsibility therefor. Subject to Section 35 hereinbelow, Tenant may remove Tenant's equipment, furniture, and movable

trade fixtures at any time prior to expiration of the Term, provided that Tenant is not then in breach of any provision of this Lease and provided further that Tenant repairs any damage to the Premises occasioned by such removal.

14. Landlord's Maintenance.

Landlord shall, as part of the Common Area Costs, make all repairs and replacements which it deems necessary to the structure, roof and exterior (except doors and windows) of the Building. If a repair which is Landlord's responsibility is necessitated by Tenant or its agents, Landlord shall make the repair, and (subject to Section 17.C.) Tenant shall reimburse Landlord promptly for the cost of the repair. Tenant shall notify Landlord of any condition needing repair which is Landlord's responsibility under this Section 14.

If Landlord shall breach, or fail to perform or observe, any agreement or condition in this Lease contained on Landlord's part to be performed or observed, and if Landlord shall not cure such breach or failure within thirty (30) days after Landlord's receipt of written notice from Tenant specifying such breach or failure (or, if such breach or failure shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced to cure within the thirty (30) days and has not diligently prosecuted the cure to completion), Tenant may, at Tenant's option, cure such breach or failure for the account of Landlord and any reasonable amount paid or incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord agrees to reimburse Tenant therefor; provided, however, Tenant may cure any such breach or failure as aforesaid prior to the expiration of said waiting period if an emergency situation exists and the immediate curing of such breach or failure is necessary to protect the Premises, property located therein, or persons from imminent injury or damage (however, in such event, Tenant shall use reasonable efforts to give Landlord oral, facsimile, or E-Mail notice). Notwithstanding the foregoing, if Landlord, within thirty (30) days after receipt of a notice of default from Tenant, notifies Tenant that it disputes the existence of such default, then the dispute shall be submitted to arbitration and Tenant shall not make any repairs until the arbitrator has rendered a decision that Landlord is in default. Landlord agrees to pay Tenant the reasonable amount paid or incurred by Tenant in curing such breach or failure within thirty (30) days after the date Landlord receives copies of invoices from Tenant detailing such work performed by Tenant. Tenant shall have no right to deduct or withhold from its rent any amount owed by Landlord. Notwithstanding anything to the contrary in the foregoing, Tenant's right to cure Landlord's breaches or failures shall be limited to the performance of Landlord's maintenance and repair obligations under this Lease which directly relate to the Premises. In no event shall Tenant have the right to exercise its right to cure in regard to the Common Areas, or other tenant premises in the Center.

15. Tenant's Maintenance; Condition of the Premises.

A. Throughout the Term, Tenant shall (a) make any repairs and replacements to the Premises which are not Landlord's responsibility

under Section 14 hereinabove (including repairs and replacements to all doors, plate glass, the plumbing and electrical equipment in the Premises, and to the heating and air conditioning equipment serving the Premises), (b) maintain a service contract (or otherwise provide for a program of routine maintenance), satisfactory to Landlord, for the heating, ventilating and air conditioning equipment serving the Premises and shall furnish to Landlord copies of such contract (or established maintenance program, as the case may be) and any replacement or renewal thereof within thirty (30) days after entering into such contract, renewal or replacement contract, if applicable, and (c) initiate and carry out a program of regular maintenance, repair and remodeling of the Premises and improvements thereto, including but not limited to, the painting and redecorating of all areas of the interior of the Premises, and the maintaining (or replacing, as needed) of all trade fixtures and equipment, ceiling tile, counters, cabinets and shelves, flooring and other improvements used in the conduct of Tenant's business, such maintenance, repair and remodeling to be performed as required, as often as may be reasonably necessary so as to keep same in an attractive and well maintained condition throughout the Term. If Tenant fails to promptly perform any of its obligations under this Section 15.A. and such failure shall continue for more than thirty (30) days following receipt of written notice from Landlord, in addition to any other remedy Landlord may have under this Lease or applicable law, Landlord may perform any of such obligations, at Tenant's expense, and Tenant shall reimburse Landlord for the cost thereof promptly upon demand. If Tenant maintains a service contract and fails to provide Landlord with a copy of its service contract or any replacement or renewal thereof, in addition to the remedies available to Landlord under this Lease or applicable law, Tenant shall pay to Landlord, upon Landlord's request, an amount equal to one-half (½) of the Late Compliance Charge for each day Tenant so fails to provide Landlord with a copy of such service contract.

B. Tenant shall keep the Premises clean, shall keep the sidewalks in front of the Premises clean and free of ice and snow (and if Tenant's use of the Premises involves any sale of food or beverages, Tenant shall also pressure-clean the sidewalk immediately in front of the Premises no less than once annually, at a time scheduled with and approved by Landlord), shall remove all refuse from the Premises and adjacent areas, and shall deposit its refuse in the trash receptacle supplied by Tenant. Tenant shall provide dumpsters and/or trash collection service for the Premises, and shall locate any dumpster to be used by Tenant in an area reasonably designated by Landlord. Tenant shall not use the dumpsters or trash collection service provided by Landlord for discarding any "Hazardous Substance" (as such term is defined below).

C. During the Term, Tenant shall not suffer, allow, permit or cause: (i) any activity to be conducted on any part of the Premises, the Building or the Center that will produce, generate, release, use or otherwise involve, in any way, any Hazardous Substance; (ii) any portion of the Premises, the Building or the Center to be used in any manner for the maintenance, use or storage of any Hazardous Substance; (iii) any portion of the Premises, the Building or the Center to be used as a receptacle for the disposal of any Hazardous Substance; or (iv) any

underground tanks of any type to be installed in or about the Premises, the Building or the Center.

D. If, at any time during or after the Term, any Hazardous Substance is used, stored, generated, or disposed of on or in any part of the Premises, the Building, the Center, or any other real property or improvements (whether in the vicinity of the Center or otherwise) by Tenant, its sublessees or assigns or its or their employees, agents, or, while within the Premises only, invitees, Tenant shall indemnify, defend, and hold harmless Landlord as well as Landlord's officers, directors, shareholders, employees, partners, servants and agents from any and all claims, damages, fines, judgments, penalties, costs (including, but not limited to, any attorneys', consultant, expert and any other fees), liabilities (including, but not limited to, strict liabilities, remediation, restoration, removal and response costs, remediation plan preparation costs and any continuing monitoring or closure costs), or losses (including, without limitation, a decrease in value of the Premises, the Building or the Center, damages because of adverse impact on marketing of any premises at the Center, and any and all sums paid for settlement of claims) arising during or after the Term.

E. In addition, in the event of a release, leaking, spilling or other deposit of any Hazardous Substance on any part of the Premises, or, to the extent the release, leaking, spilling or other deposit is the result of the act or omission of Tenant or Tenant's agents, employees, contractors, or, while in the Premises only, invitees, the Building, the Center or any other property adjacent thereto or in the vicinity thereof, Tenant shall give immediate notice to the Landlord of same and promptly, at Tenant's sole expense, take any and all necessary actions to return the Premises, the Building, Center or such other property to the condition existing before the presence of any such Hazardous Substance, provided, however, that Tenant shall first obtain Landlord's written approval for any such remedial action. In addition to the foregoing, Tenant shall notify Landlord immediately if Tenant has knowledge that the Premises are subject to any third party claim or action, or threat thereof, because of any environmental condition or existence of any Hazardous Substance in or originating from the Premises or arising in connection with Tenant's operations at the Premises or the Center. Tenant shall promptly provide Landlord with copies of all correspondence to or from third parties regarding such claims or actions. All of the obligations of Tenant under this Section 15 of this Lease (as well as all other accrued obligations of Tenant under this Lease) shall survive the expiration of the Term or any sooner termination of this Lease.

F. The term "Hazardous Substance" as used in this Lease shall mean petroleum and petroleum products, flammable explosives or volatile organic compounds, radioactive materials (excluding radioactive materials in smoke detectors), polychlorinated biphenyls, urea formaldehyde, carcinogenic substances, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical element, compound, solution, mixture or otherwise, or whether solid, liquid or gaseous in nature, including, but not limited to, those materials (a) which are, contain or become materials defined as "hazardous substances," "extremely hazardous

substances," "hazardous chemicals," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," "restricted hazardous waste," "noxious," "pollutant" or "contaminant" by any "Hazardous Materials Law" which term shall mean any present or future applicable federal, state or local law (of the jurisdiction in which the Premises is located), ordinance or regulation, relating to industrial hygiene or to environmental or unsafe conditions or hazardous or toxic materials including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq.), and the Federal Water Pollution Control Act of 1972 (33 U.S.C. Section 1251 et seq.); as each of the foregoing have and may be hereafter amended from time to time, and all regulations adopted in respect to the foregoing laws and/or (b) which pose or threaten to pose an environmental hazard to the Premises, the Building, the Center and/or any property adjacent thereto or in the vicinity thereof, or to the health and safety of any person in or about the Premises, the Building, the Center and/or any property adjacent thereto or in the vicinity thereof, and/or (c) which require notification to any governmental authority, or investigation or remediation under any Hazardous Materials Law.

F. Landlord represents to Tenant that, to Landlord's actual knowledge as of the date of this Lease, without independent inquiry, Landlord does not know of any Hazardous Substances in or on the Expansion Premises in violation of Hazardous Materials Law.

16. Landlord's Right of Entry.

Upon reasonable notice to Tenant, or reasonable oral notice to Tenant's manager on duty (except in the event of an emergency and/or in the event of an entry pursuant to clause (iv) hereinbelow, when Landlord may enter without notice), Landlord and its agents may enter the Premises at any time (i) to inspect or exhibit the Premises; (ii) to make any repair or alteration to the Premises, including installing, maintaining, using, repairing and replacing pipes, ducts, cables, conduits, plumbing, vents, utility or communications lines and wires to, in, through, above and below the Premises and other parts of the Center as and to the extent that Landlord is required or permitted to make pursuant to the terms of this Lease; (iii) to place and maintain a "FOR RENT" sign thereon at any time within six (6) months prior to expiration of the Term and/or termination of this Lease; or (iv) to enter the Premises after Tenant defaults hereunder, and alter, repair or otherwise prepare the Premises for reoccupancy. Except as expressly provided for in this Lease, any entry by Landlord into the Premises in accordance with any provision of this Lease shall not entitle Tenant to an abatement of Minimum Rent or any other charges provided for herein, constitute an actual or constructive eviction, or otherwise affect any of Tenant's obligations under this Lease; provided, however, Landlord shall use reasonable efforts in exercising its rights under clauses (i) through (iii) hereinabove to minimize, to the extent practicable, interference with Tenant's use and occupancy of the Premises, provided that Landlord shall not be required to incur additional expense thereby (e.g., overtime pay).

17. Tenant's Indemnity; Insurance.

A. Landlord shall not be liable for, and Tenant shall protect, defend, indemnify and hold Landlord harmless from and against, any liability or claim (including actual attorneys' fees) in connection with any injury or loss to any person or property (i) arising within the Premises, unless caused by the gross negligence or willful misconduct of Landlord; (ii) arising out of any act or omission of Tenant or its agents, employees or invitees; (iii) arising out of any criminal act of any third party causing injury, or damage to the property of, Tenant or its agents, employees, or invitees (it being agreed that, notwithstanding anything to the contrary, Landlord shall not be liable for any criminal act of a third party or for any failure to provide security against same); or (iv) arising out of any breach of any provision of this Lease by Tenant. Tenant's indemnity shall not cover consequential damages, punitive damages or any damages other than actual, direct and compensatory damages, nor shall Tenant be obligated to indemnify Landlord and its agents against loss, liability, damage, cost or expense out of a claim for which Tenant is released from liability pursuant to Section 17.C. hereinbelow, or a claim to the extent arising out of the negligence or willful misconduct of Landlord or its agents.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with liability to third parties for loss of life, personal injury and/or damage to property arising from or out of the negligent acts of Landlord and its agents, contractors, and employees occurring in or upon the Center. Landlord's indemnity shall not cover consequential damages, punitive damages or any damages other than actual, direct and compensatory damages, nor shall Landlord be obligated to indemnify Tenant against loss, liability, damage, cost or expense out of a claim for which Landlord is released from liability pursuant to Section 17.C. hereinbelow, or a claim to the extent arising out of the negligence or willful misconduct of Tenant or its agents.

B. Throughout the Term, Tenant shall maintain, with a company licensed to sell insurance in the state in which the Premises are located (i) commercial general liability insurance (the "Liability Policy"), with a combined single limit of at least Two Million Dollars (\$2,000,000.00), in a form providing occurrence basis coverage; (ii) an all-risk policy of insurance covering any insurable interest that Tenant may have in the Premises or in any equipment serving the Premises, Tenant's leasehold improvements, trade fixtures, equipment and personal property kept at the Premises, in an amount not less than the full replacement value of said items; and (iii) plate glass insurance covering all plate glass in the Premises. All such insurance policies shall (i) be written as primary coverage and not contributing with or in excess of any coverage that Landlord may carry, (ii) contain an express waiver of any right of subrogation by the insurer against Landlord; and (iii) provide that the insurance policy may not be canceled unless Landlord has been given thirty (30) days' prior notice. In addition, Tenant's Liability Policy shall (i) list as additional insured Landlord, Landlord's managing agent (as the same may be from time to time), and any other parties with an

insurable interest in the Premises designated by Landlord, and (ii) be endorsed to require the insurance carrier to notify Landlord in writing of any losses charged against the policy. If any losses are charged against Tenant's Liability Policy, Tenant shall take the necessary steps to restore such insurance so that Tenant's commercial general liability insurance coverage at all times equals at least Two Million Dollars (\$2,000,000.00). Before the Term commences, and before any such insurance policy expires, Tenant shall deliver to Landlord a certificate of insurance for each policy or renewal thereof that Tenant is required to maintain under this Section 17. If Tenant fails to maintain any insurance required by this Section 17, in addition to the remedies available to Landlord under this Lease or applicable law, Landlord may obtain such insurance, and any premium paid by Landlord shall be immediately payable by Tenant to Landlord as additional rent. If Tenant fails to deliver any insurance certificate required by this Section 17, in addition to the remedies available to Landlord under this Lease or applicable law, Tenant shall pay Landlord an amount equal to the Late Compliance Charge for each day Tenant so fails to deliver any such insurance certificate. Notwithstanding anything to the contrary, all minimum insurance requirements specified herein shall be increased, upon Landlord's request from time to time (but no more frequently than once every five (5) years), to the extent Landlord reasonably demonstrates that any such increase is necessary to effect economically equivalent insurance coverage, or coverage deemed adequate in light of then existing circumstances and industry standards.

Subject to reimbursement by Tenant as provided for in this Lease, Landlord shall, at all times during the Term maintain in effect:

(a) A policy or policies of insurance covering the improvements and betterments in the Center in an amount equal to the full replacement cost (exclusive of the cost of excavations, foundations and footings) thereof, and so as to prevent the application of coinsurance provisions, providing protection against any peril generally included within the classification presently known as "Causes of Loss-Special Form."

(b) A commercial general liability insurance policy or policies for liability for bodily injury to persons and damage to property, occurring in or about the Common Areas. Said insurance policy or policies shall be in an amount of not less than a combined single limit liability of \$2,000,000.

Landlord's obligation to carry the insurance required herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord. Further, Landlord shall have the right to carry such deductible amounts as it shall reasonably select under such insurance coverage.

C. Notwithstanding anything set forth in this Lease to the contrary, Landlord and Tenant do hereby waive any and all right of recovery, claim, action or cause of action against the other, their respective principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord

or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to their respective property, the Building, Center, or the Premises or any addition or improvements thereto, or any contents therein, by reason of fire, the elements or any other cause, regardless of cause or origin, including the negligence of Landlord or Tenant, or their respective principals, beneficiaries, partners, officers, directors, agents and employees and, with respect to Landlord, its mortgagee(s), which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. Since this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give each insurance company which has issued, or in the future may issue, policies of insurance, with respect to the items covered by this waiver, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such mutual waiver. For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by the insured under the insurance policy to which such deductible relates.

18. Casualty Loss.

If thirty percent (30%) or more of the Center suffers casualty damage or if the Premises suffers substantial damage in Landlord's sole but reasonable opinion, Landlord may terminate this Lease upon notice to Tenant given within ninety (90) days after such damage. If Landlord does not terminate this Lease, Landlord shall repair the Premises (excluding Tenant's fixtures, leasehold improvements and any other property of, or installed by, Tenant) as soon as practicable after Landlord receives a settlement under its insurance policy, but Landlord shall not be required to expend for the repair more than the available insurance proceeds after applying the proceeds to repay any loan that becomes payable. If the Premises are not damaged, or the damage does not interfere with Tenant's normal business operations, there shall be no abatement of rent. If the damage interferes with Tenant's business, but Tenant is able to use the Premises without unreasonable hindrance or interference, periodic rent shall be reduced by the percentage that the unusable rentable area of the Premises bears to the total rentable area thereof, starting on the date of the casualty and ending on the date that Landlord's repairs to the Premises have been substantially completed. If the damage makes it impracticable for Tenant to carry on its normal business operations in the Premises, all rent shall be abated, starting on the date of the casualty and ending on the date that Landlord's repairs to the Premises have been substantially completed.

If this Lease is not terminated by Landlord and Landlord does not either: (i) obtain a building permit for any repairs, rebuilding or restoration required hereunder within four (4) months after the date of such damage or destruction; or (ii) complete such repairs, rebuilding or restoration within nine (9) months after the date of such damage or destruction (subject, however, to force majeure), then, in either event, Landlord or Tenant may, at any time thereafter, terminate this Lease by

sending thirty (30) days' written notice thereof to the other, except, however, Tenant's notice of termination to Landlord shall not be effective if Landlord, within said thirty (30) day period, shall obtain such permit or complete the repairs, rebuilding or restoration as aforesaid, as the case may be.

19. Assignment and Subletting.

Except as otherwise expressly provided herein, Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or otherwise permit others to use all or any part of the Premises, whether voluntarily, by operation of law or otherwise (collectively, an "Assignment"), without the prior consent of Landlord, which consent Landlord may withhold in Landlord's sole and absolute, subjective discretion. Any attempted Assignment without Landlord's consent (as herein provided) shall be void and confer no rights upon any third party. If an Assignment is effected in violation of the terms of this Lease, Landlord may collect rent from the assignee, transferee, subtenant or occupant (collectively, the "Assignee") and apply the net amount collected to the rent herein reserved, but no such Assignment or collection shall be deemed a waiver of this covenant, acceptance of the Assignee as tenant, or release of Tenant hereunder. If Landlord consents to an Assignment, Tenant shall nevertheless remain fully and primarily liable on this Lease, and Landlord's prior consent to any further Assignment shall be required. In addition, if Tenant requests Landlord's consent to an Assignment, Tenant shall be responsible for the payment of (i) Landlord's actual legal fees (which shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for any request for an assignment of this Lease if the assignment is effected by use of Landlord's form assignment agreement (without material modification)) and (ii) other costs incurred in connection with reviewing such request and Landlord's receipt of such legal fees and other costs from Tenant may (at Landlord's option) be a condition to Landlord providing its consent to an Assignment. At the time Tenant requests Landlord's consent to an Assignment, Tenant shall submit with such request a payment to Landlord of Five Hundred Dollars (\$500.00) towards Landlord's actual legal fees and other costs incurred in connection therewith and Tenant shall pay the balance of such actual costs (subject to the cap on legal fees provided for above) upon Landlord's request (with any excess amount advanced by Tenant being promptly refunded to Tenant). In addition, if Tenant is a corporation, partnership, limited liability company or other entity, then Tenant represents and agrees that: (i) as of the date hereof, Section 1.V. accurately recites the names and address of each owner of an equity interest in Tenant, as well as such owner's respective percentage equity interest in Tenant; (ii) Tenant shall immediately notify Landlord of any change in the name, address and/or respective percentage ownership interest of each owner (including any new owner) of an equity interest in Tenant; and, in addition (iii) if Tenant is a corporation and any part or all of Tenant's shares of stock, or the shares of stock or other ownership interests of any corporation or other entity owning shares of Tenant's stock, shall in any one or more instances be issued, or transferred by sale, assignment, conveyance, operation of law (including, but not limited to, transfer as a result of or in conjunction with any merger, reorganization or recapitalization) or other disposition, or

otherwise changed, so as to result in less than eighty percent (80%) of such shares, or other ownership interests, or less than eighty percent (80%) of any class of such shares or other ownership interests, being owned by the present (i.e. as of the date hereof) owners thereof or if Tenant is a partnership and any general partnership interest(s), or the stock or other ownership interests of any corporation or other entity owning any such general partnership interest(s), in the partnership shall in any one or more instances be issued, or transferred by sale, assignment, conveyance, operation of law (including, but not limited to, transfer as a result of or in conjunction with any merger, reorganization or recapitalization) or other disposition, or otherwise changed, so as to result in less than eighty percent (80%) of such general partnership interest(s), stock (or any class of such stock) or other ownership interests being owned by the present (i.e. as of the date hereof) owners thereof, then any such occurrence or occurrences shall be deemed to be an Assignment of this Lease to which the provisions of this Section 19 shall apply. In addition and notwithstanding anything to the contrary, if Tenant is a limited liability company or any other type of entity, and any interest(s) of any member or other equity owner, or the ownership interests of any entity owning any membership interest(s) or other equity interest in the Tenant, shall in any one or more instances be issued, or transferred by sale, assignment, conveyance, operation of law (including, but not limited to, transfer as a result of or in conjunction with any merger, reorganization or recapitalization) or other disposition, or otherwise changed, so as to result in less than eighty percent (80%) of such membership interests or other such equity and/or ownership interests being owned by the present (i.e., as of the date hereof) owners thereof, then any such occurrence or occurrences shall be deemed to be an Assignment of this Lease to which the provisions of this Section 19 shall apply. Notwithstanding the foregoing, transfers of the stock of Tenant by gift, intestacy or bequest, to the immediate family (spouse or issue) of Peter B. Harvey shall not constitute an Assignment hereunder requiring Landlord's consent, so long as the executive management of Tenant remains substantially unchanged. In the event that Tenant desires to assign Tenant's interest in this Lease and/or to sublease the Premises, Tenant shall be required to notify Landlord and engage a broker approved by Landlord; it being agreed that Landlord may require Tenant to use, for such purposes, a broker familiar with the Center (including, but not limited to, a broker affiliated with Landlord) and Tenant shall pay to such broker such fees as shall be customary for the procurement of an assignee and/or sublessee (although Landlord shall not be required to consent to any such assignment and/or subletting except as herein expressly provided).

Notwithstanding the foregoing, Tenant may assign this Lease or sublet the entire Premises without Landlord's consent, but upon at least thirty (30) days' prior written notice to Landlord, if:

(i) the Assignee is an affiliate or an entity which may, as a result of a reorganization, merger or consolidation, succeed to the entire business carried on by Tenant, provided the tangible net worth of the Assignee in connection with a reorganization, merger or consolidation, immediately prior to and following such Assignment, shall not be less than the combined tangible net worth of Tenant and any guarantors of

Tenant's obligations under this Lease (including, but not limited to, Guarantor) on the date of this Lease or on the date of the Transfer, whichever is greater; or

(ii) the Assignment is part of an assignment or sale of at least eight (8) of Tenant's stores in the standard metropolitan statistical area (as defined by the United States Bureau of Labor Statistics) wherein the Premises is located, the Assignee has management experience in the particular type of business conducted on the Premises and such experience is at least equal to that of Tenant as of the date of this Lease, and the Assignee has a tangible net worth sufficient to operate its business and to perform Tenant's obligations under this Lease, as determined in Landlord's reasonable discretion;

and provided that:

(1) the Assignment consists of all of Tenant's leasehold interest or of the entire Premises, as the case may be, and in the case of an assignment, shall transfer to the assignee all of Tenant's rights in, and interest under, this Lease, including, but not limited to, the Security Deposit, if any; and

(2) at the time of such Assignment, this Lease is in full force and effect without any breach or default hereunder on the part of Tenant; and

(3) the Assignee shall (a) assume, by written recordable instrument, in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under this Lease, including any accrued obligations as of the time of the Assignment, and (b) agree to perform and observe all of Tenant's representations, warranties, and duties under this Lease; and

(4) a copy of the assignment or sublease and the original assumption agreement, both in form and content satisfactory to Landlord and fully executed and acknowledged by the Assignee, and, in the event the Assignee is a corporation, a certified copy of a properly executed corporate resolution authorizing such assumption agreement, shall have been delivered to Landlord within ten (10) days prior to the effective date of such Assignment; and

(5) such Assignment shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease, including the requirement to use the Premises only for the Permitted Use; and

(6) Tenant shall have obtained and furnished to Landlord the written consent of the guarantor of this Lease, if any, wherein said guarantor, in accordance with the terms of the guaranty executed by such guarantor guaranteeing Tenant's obligations and covenants under this Lease, agrees to continue to be guarantor of the terms, obligations and covenants of Tenant and Tenant's successor under this Lease notwithstanding such Assignment; and

(7) neither the Assignee nor its parent, subsidiaries or affiliates shall be subject to any bankruptcy or insolvency proceedings at the time of such Assignment.

The term "affiliate(s)" shall mean an entity that directly or indirectly controls or is controlled by, or is under common control with Tenant. For this purpose, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding anything herein to the contrary, Tenant shall not exercise any of its rights under this grammatical paragraph in a manner intended to circumvent restrictions otherwise contained in this Section 19 (e.g., a step transaction in which this Lease is assigned to a wholly owned subsidiary whose only asset is this Lease, followed by a sale of such subsidiary's stock to a third party).

Notwithstanding the foregoing, Landlord shall not unreasonably withhold Landlord's consent to any request by Tenant to grant concessions for the operation of one or more departments of Tenant's business in the Premises, provided, however, that (i) each such concession shall be subject to all of the terms and provisions of this Lease and each such concessionaire shall execute such agreements as Landlord shall reasonably require to confirm each such concessionaire's agreement to observe and comply with all applicable terms and conditions of this Lease; (ii) all such concessions shall not exceed, in the aggregate, fifteen percent (15%) of the floor space of the Premises; and (iii) all such concessions shall be operated in order that such department appears as though it is part of Tenant's operation of the Permitted Use (except as otherwise may be consented to by Landlord in writing), and are subject to the use restrictions set forth in this Lease.

Notwithstanding the foregoing, Tenant may sublet to Scott Teague's Academy of Martial Arts, Inc., a Maryland corporation, d/b/a "Academy of Marital Arts" ("Teague") up to three thousand (3,000) square feet of the Premises without Landlord's consent, but upon at least thirty (30) days' prior written notice to Landlord, provided that:

(1) at the time of such subletting, this Lease is in full force and effect without any breach or default hereunder on the part of Tenant; and

(2) a copy of the sublease, in form and content satisfactory to Landlord and fully executed and acknowledged by Tenant and Teague, shall have been delivered to Landlord within ten (10) days prior to the effective date of such subletting; and

(3) such subletting shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease, including the requirement to use the portion of the Premises sublet only for a use included within the Permitted Use; and

(4) Tenant shall have obtained and furnished to Landlord the written consent of the guarantor of this Lease, if any, wherein said guarantor, in accordance with the terms of the guaranty executed by such guarantor

guaranteeing Tenant's obligations and covenants under this Lease, agrees to continue to be guarantor of the terms, obligations and covenants of Tenant and Tenant's successor under this Lease notwithstanding such subletting; and

(5) neither Teague nor Teague's parent, subsidiaries or affiliates shall be subject to any bankruptcy or insolvency proceedings at the time of such subletting.

20. Subordination; Attornment; Non-Disturbance.

A. This Lease shall be subject and subordinate at all times to the lien of any mortgage, deed of trust, assignment of rents and leases, ground lease or similar instrument now or hereafter placed on or against the Center, all without Tenant executing any further instruments to effectuate such subordination. Tenant shall execute and deliver, within ten (10) business days after request, any further instruments evidencing such subordination of this Lease as Landlord may reasonably request.

Tenant's obligation to subordinate to any "Lender" (as defined in Section 20.B. hereinbelow) shall be conditioned upon Landlord obtaining for Tenant a non-disturbance agreement on the form subordination, non-disturbance and attornment agreement used by such Lender at Tenant's sole cost and expense.

B. Subject to the provisions of the second (2nd) grammatical paragraph of Section 20.A. hereinabove, Tenant hereby attorns, in accordance with the terms of this Lease, to any lender whose interest is secured by a deed of trust or mortgage affecting the Center (the "Lender") and to any purchaser at any public or private foreclosure sale (the "Purchaser"), such attornment to be effective upon Lender's or Purchaser's acquisition of title to the Center. Subject to the provisions of the second (2nd) grammatical paragraph of Section 20.A. hereinabove, Tenant's attornment shall not be terminated by foreclosure of any such deed of trust or by deed in lieu thereof (although such foreclosure may, at the option of Lender, terminate this Lease). Subject to the provisions of the second (2nd) grammatical paragraph of Section 20.A. hereinabove, at the request of Landlord, Lender and/or Purchaser, Tenant shall promptly execute any certificate or agreement in confirmation of this attornment on Landlord's, Lender's or Purchaser's form for such purpose. In the event of Lender's or Purchaser's acquisition of title to the Premises, Lender and Purchaser shall not be responsible or liable for any deposits made by Tenant to Landlord unless such deposits are specifically assigned to Lender or Purchaser.

21. Tenant's Defaults.

Tenant shall be in default under this Lease if Tenant (a) fails to pay any rent or other sum required hereunder within five (5) days after written notice from Landlord (provided, however, if Landlord provides Tenant with written notice on two (2) occasions during any twelve (12) month period, then during the twelve (12) month period following such second (2nd) notice, Landlord shall not be required to give Tenant notice and Tenant's failure to pay any rent or other sum required hereunder

within five (5) days after the due date shall constitute a default under this Lease); or (b) fails to furnish any statement required hereunder within fifteen (15) days after its due date and such failure continues for more than five (5) days after notice from Landlord; or (c) fails to maintain any insurance required hereunder and such failure continues for more than five (5) days after notice from Landlord; or (d) abandons or vacates the Premises or fails to conduct business therein for a period of five (5) or more consecutive days (or ten (10) or more days in any 12 month period), except for Permitted Closures; or (e) assigns this Lease, or sublets or allows any other person or entity to use all or any portion of the Premises, in violation of Section 19; or (f) [intentionally deleted]; or (g) files for relief under the United States Bankruptcy Code (the "Bankruptcy Code") or under any other state or federal bankruptcy or insolvency law, or Tenant files an assignment for the benefit of creditors, or if an involuntary proceeding under the Bankruptcy Code or under any other federal or state bankruptcy or insolvency law is commenced against Tenant; or (h) defaults in any other obligation herein (including any obligation in any exhibit or addendum to this Lease) and such default is not remedied within thirty (30) days after the date Landlord gives written notice of such default to Tenant (provided, however, that in the event that a default pursuant to this clause (h) cannot be cured within said thirty (30) day period, Tenant shall have up to ninety (90) days total (i.e., from the date on which Landlord gives Tenant notice of such default) to cure same, so long as Tenant shall have commenced to cure such default within said thirty (30) day period and thereafter uses reasonable efforts to prosecute such cure to completion); or (i) fails to pay any rent or other sum required hereunder on or before its due date on two (2) or more occasions during any twelve (12) month period, and thereafter fails, within ten (10) days of Landlord's request, to provide Landlord with an authorization (using such form as Landlord may require) to debit from Tenant's bank account any and all future rent and other sums required to be paid by Tenant to Landlord hereunder.

22. Landlord's Remedies in Case of Tenant's Default.

A. At any time after Tenant's default under this Lease, in addition to any other remedy Landlord may have under this Lease or applicable law, Landlord may (i) terminate Tenant's right to possession of the Premises and Tenant's other rights under this Lease (but not Tenant's obligations under this Lease) and/or terminate this Lease upon notice to Tenant or by any available judicial process; and/or (ii) re-enter the Premises (with or without terminating the Lease), remove all property and store it at Tenant's expense without being deemed guilty of trespass and without liability for any loss or damage, and/or relet or otherwise deal with the Premises in any manner which Landlord determines in its sole discretion. Notwithstanding anything to the contrary, but subject to the provisions of Section 22.H. hereinbelow, under any circumstances whatsoever Landlord shall have no obligation to relet all or any portion of the Premises and, unless Landlord expressly releases Tenant (in writing) from any further liability under this Lease, Tenant shall remain liable for all rental and other charges which are payable hereunder for the full Term (notwithstanding any early termination of this Lease) and are not actually received by Landlord.

B. Should Landlord terminate this Lease (and/or Tenant's right to possession of the Premises) after Tenant's default, Landlord may recover from Tenant all costs (including actual attorneys' fees) and other damages incurred by Landlord as a result of such default, and, without limiting the generality of the foregoing, (i) all rent to the time of such termination shall be paid by Tenant immediately, together with all expenses (including actual attorneys' fees) of retaking possession of the Premises, plus the cost of preparing the Premises for reletting and the costs (including brokerage fees and advertising) of actually reletting same; (ii) Landlord may take all steps, including repair or alteration of the Premises, to prepare the Premises for reletting at Tenant's expense (which Tenant shall pay to Landlord on Landlord's demand); (iii) Landlord may relet all or any part of the Premises for such term, at such rental, and upon such conditions as Landlord deems advisable; and (iv) Tenant shall pay to Landlord, as liquidated damages, for each month during the balance of the Term (but for termination of the Lease by Landlord), any deficiency between (a) all rent and additional rent (as reasonably determined by Landlord) herein reserved for each such month, and (b) the net rent for each such month collected upon any reletting. Alternatively, if Landlord terminates this Lease at any time after Tenant's default, Landlord may elect, in addition to the damages described in clauses (i) - (iii) of the preceding sentence, and the damages due under clause (iv) up to the time of said election, to recover from Tenant the value at the time of said election of the excess, if any, of all rent and additional rent due under this Lease for the remainder of the Term (but for termination of the Lease by Landlord) over the then reasonable rental value of the Premises for that period, as determined by Landlord in Landlord's sole, but reasonable, discretion. Notwithstanding anything to the contrary, any and all remedies of Landlord under this Lease, applicable law or otherwise, on account of any breach of any provision of this Lease by Tenant, shall be cumulative.

C. If Landlord elects not to terminate this Lease (or Tenant's right to possession of the Premises) after Tenant's default, Tenant shall continue to be liable for any rent and additional rent due hereunder, in addition to all costs (including actual attorneys' fees) and other damages arising from Tenant's default.

D. If Tenant abandons or vacates the Premises, Landlord may re-enter the Premises without judicial process and relet them, and such re-entry or reletting shall not terminate this Lease or Tenant's obligations hereunder, unless Landlord expressly releases Tenant (in writing) from any further liability under this Lease, and Tenant shall continue to be liable for all rent and additional rent due under the Lease, in addition to all costs (including actual attorneys' fees) and other damages arising from Tenant's default.

E. Tenant waives all rights of redemption granted by law; such that, once Tenant has committed a default and failed to cure that default within any cure period provided by this Lease, Tenant waives all rights under law to later cure the default and reclaim its interest in this Lease or the Premises.

F. Notwithstanding anything to the contrary, in addition to Landlord's other rights and remedies hereunder and/or under applicable law, if a breach of any provision of this Lease by Tenant shall have occurred, Landlord shall have the right, at Landlord's sole option, at any time thereafter (regardless of whether such breach is a default under this Lease), upon three (3) days prior notice (or without notice, in the event that such breach requires, in Landlord's sole judgment, emergency or immediate action) to take action to cure, or compensate for such breach, for the account and at the expense of Tenant. Tenant agrees to reimburse Landlord on Landlord's request for all such expense together with interest thereon at the Default Rate calculated from the date any such expense is incurred until the date reimbursed by Tenant. Further, any such action shall not affect the fact that such breach by Tenant may be a default under this Lease, on account of which Landlord has other, additional remedies (which are not waived or affected by Landlord's taking such action).

G. In addition to Landlord's other rights and remedies hereunder and/or under applicable law, in the event of any breach of any provision of this Lease by Tenant, Tenant shall be obligated to pay to Landlord, upon Landlord's request, all costs, damages and expenses incurred by Landlord as a result of such breach including attorneys' and other professional service fees, investigation costs, court costs, and all other damages incurred and/or recoverable by Landlord under this Lease or under applicable law.

H. Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to use reasonable good faith efforts to mitigate any and all damages that may or shall be caused or suffered by virtue of the other's defaults under, or violation of, any of the terms and provisions of this Lease; provided, however, Landlord does not necessarily agree to rent the Premises at its then fair market value in the event it enters into a new lease agreement, but may relet the Premises at a minimum annual rent, taxes and other charges consistent with the prevailing economic conditions to a tenant which is acceptable to Landlord based upon the following criteria: (a) the proposed tenant shall have a tangible net worth (exclusive of good will) equal to or greater than \$10,000,000; (b) the proposed tenant will be obligated to use the Premises for either the same use as Tenant or another use which in Landlord's reasonable judgment is in accordance with a proper mix of uses for the Center; and (c) the proposed tenant shall agree to enter into a lease agreement with Landlord which contains terms, covenants and conditions at least as favorable to Landlord as those set forth in this Lease. The foregoing, however, shall in no way obligate Landlord to relet the Premises in preference to other vacant space in the Center. The burden of proof as to the reasonableness of a party's efforts shall be borne by the defaulting party in any litigation between the parties.

23. Condemnation.

If, under eminent domain, all of the Premises is taken or rendered entirely inaccessible, this Lease shall terminate as of the date of such taking. If the Premises are partially taken, and such partial taking

materially and adversely affects Tenant's normal and customary business operations on the Premises, either party may terminate this Lease upon notice to the other within sixty (60) days after title vests in the condemning authority. If neither party elects to terminate this Lease pursuant to the immediately preceding sentence, Minimum Rent (and all additional rent that is calculated based upon the Rentable Square Feet of Premises) shall be reduced by the percentage that the part taken bears to the entire Premises. If more than thirty percent (30%) of the Center is taken under eminent domain, Landlord may terminate this Lease by giving notice to Tenant within sixty (60) days after title vests in the condemning authority. In the event of any such termination, all amounts of Minimum Rent and additional rent paid in advance (with respect to time periods following the effective date of such termination) shall be appropriately refunded to Tenant. Landlord's obligation to refund any and all such amounts shall be deemed to survive the termination of this Lease. Landlord shall be entitled to all damages and compensation awarded for any taking. Tenant, however, may claim any award made specifically for fixtures and other equipment installed by Tenant at Tenant's expense, but only if such award shall be made by the condemnation court in addition to and stated separately from the award made by the condemnation court for the land and the Building or part thereof so taken. In no event shall Tenant claim any award for its leasehold interest. A taking under this Section 23 shall include a temporary taking of more than ninety (90) days.

24. Holding Over.

In the event that Tenant shall not immediately surrender the Premises on the expiration of the Term (or upon the sooner termination of this Lease or of Tenant's right to occupy the Premises), Tenant shall, by virtue of the provisions hereof, become a tenant at will at one hundred fifty percent (150%) of the monthly installment of Minimum Rent in effect during the last full calendar month preceding such expiration or termination and shall be subject to all of the conditions and covenants of this Lease, including the additional and other rent provisions contained herein. Tenant shall give to Landlord at least thirty (30) days' written notice of any intention to quit the Premises, and Tenant shall be entitled to thirty (30) days' written notice to quit the Premises, except in the event of nonpayment of rent in advance or of the breach of any other term or provision of this Lease by Tenant, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby expressly waived. The foregoing provisions of this Section 24, however, shall not constitute a consent by Landlord to such holding over and shall not prevent Landlord from exercising any of Landlord's remedies under this Lease or applicable law by reason of such holding over. Tenant shall be liable to Landlord for the actual all damage which Landlord suffers because of any holding over by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims made by any other tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Premises to such other tenant or prospective tenant.

Notwithstanding anything contained in this Section 24 to the contrary, Tenant shall not be required to pay the holdover Minimum Rent,

and may continue to pay the Minimum Rent payable during the last full calendar month preceding such expiration or termination, for a period not to exceed sixty (60) days, if Landlord has granted Tenant written permission to continue in possession of the Premises and Landlord and Tenant are, in good faith, negotiating a Lease renewal or extension agreement for the Premises; provided, however, upon Landlord's notification to Tenant that Landlord, in its sole discretion, has terminated any such negotiations, then Tenant will be liable for such holdover Minimum Rent; provided, however, nothing contained in the aforesaid language or in the terms of this Lease shall be deemed as creating an obligation upon Landlord to negotiate with Tenant after the expiration of this Lease for a renewal or extension of this Lease. If the parties execute a lease renewal or extension, Tenant shall pay to Landlord the amount of any increased Minimum Rent effective as of the first day of the holdover period.

25. Surrender of Premises.

Upon termination of the Term for any reason, Tenant shall remove its property, and surrender the Premises to Landlord in substantially the same condition as it was in on the Lease Commencement Date (reasonable wear and tear and damage by reason of condemnation or other casualty, and subject to the terms and provisions of Section 17.C. hereof), except that Tenant shall also remove any improvements made by or on behalf of Tenant prior to the Lease Commencement Date, to the extent any of such removal is expressly required by Landlord as hereinafter provided. If Tenant fails to remove its property, it shall become Landlord's property or, at Landlord's option, shall be removed and stored at Tenant's expense, without Landlord being liable for trespass, conversion or negligence in respect of such property. If Tenant fails to surrender the Premises in the condition required by this Section 25, Landlord may restore the Premises to such condition and Tenant shall reimburse Landlord for the cost of the restoration. Notwithstanding anything to the contrary contained in this Section 25 or elsewhere in this Lease, Tenant shall not be required to remove any structural improvements, structural partitions, or structural additions, unless Tenant is directed to do so by Landlord in writing at the time Landlord approves any such installations or improvements.

26. Limitation on Landlord's Liability.

A. Notwithstanding anything to the contrary in this Lease, (i) Landlord shall not be liable to Tenant for any loss or damage to property which is either covered by insurance or which Tenant is required to insure under this Lease, and (ii) any liability of Landlord to Tenant under this Lease shall be limited to direct damages and shall not include indirect, consequential, incidental, or punitive damages, including any liability to Tenant for lost profits or interruption of business. Tenant shall look to its property damage or business interruption insurance policies, and not to Landlord, its agents or employees for any loss incurred as a result of damage to its property or interruption of its business.

B. Except for damages resulting from the gross negligence or willful misconduct of Landlord, Landlord shall not be liable to Tenant, its employees, agents or other invitees for any damage, compensation, claim or expense arising from (i) damage or loss to the property of Tenant or others located anywhere in the Center (including the Premises), or (ii) death, accident or injury to persons occurring anywhere in the Center (including the Premises). Landlord shall have no liability to Tenant for any delay in completing the Premises.

C. There shall be no personal liability on the part of Landlord, any partners in the partnership constituting Landlord (if Landlord is a partnership), or any mortgagee in possession of the Center, with respect to any terms of this Lease. Tenant shall look solely to the equity of Landlord in the Center for the satisfaction of every remedy of Tenant for any breach by Landlord hereunder. Upon the transfer of Landlord's interest in the Center and assumption by the transferee of all of the covenants and obligations of Landlord hereunder accruing after the effective date of the transfer, Landlord shall be released of all covenants and obligations of Landlord hereunder accruing after the transfer.

27. Notices.

All notices and other communications hereunder shall be in writing, delivered in person or sent by overnight delivery service or certified or registered U.S. mail, postage prepaid, to Landlord or Tenant, as the case may be, at, respectively, Landlord's Address and Tenant's Address. Either party may designate in writing a change in its notice address. Notices which are delivered in person shall be deemed given when received. Notices which are mailed shall be deemed given on the earlier to occur of the third day after they are mailed or on the day they are received or when service is refused (as evidenced by the signature of the person making or attempting to make the delivery).

28. Landlord's Covenant.

As long as Tenant is not then in default under this Lease beyond any applicable notice and cure periods expressly provided for in this Lease, Tenant may peaceably enjoy the Premises for the Term without hindrance, ejection or molestation by Landlord or any person or entity claiming by, through, or under Landlord, but in all events subject to all of the provisions of this Lease.

29. Security Deposit.

As security for Tenant's performance of Tenant's obligations under the Lease, Landlord shall continue to retain the Security Deposit (as set forth in Section 1.T. hereinabove). During the Term, Landlord shall retain the Security Deposit as security for Tenant's performance of its obligations hereunder. The Security Deposit shall be returned to Tenant, without interest, within forty-five (45) days after the expiration of the Term, provided that Tenant has discharged all such obligations. Landlord may, in Landlord's sole discretion, apply the Security Deposit to cure and/or compensate for any breach of any provisions of this Lease by

Tenant, and Tenant shall deposit with Landlord the amount applied within ten (10) days after Landlord's written request. Tenant hereby agrees that the Lender, the Purchaser or any successor in title to the Center or any part thereof of which the Premises is a part shall not be liable to Tenant for the Security Deposit unless the Security Deposit has been actually received by the Lender, Purchaser or other successor in title to the Center, as security for the Tenant's performance under this Lease.

30. Estoppel Certificates.

Within ten (10) business days after a request by Landlord, Tenant shall execute and deliver to Landlord, or to such person(s) as Landlord designates, an estoppel certificate in the form attached to this Lease as Exhibit C, or in such other form as is requested by Landlord's lender or by a prospective lender to Landlord or by a prospective purchaser of the Center.

31. Rules and Regulations.

Tenant will comply with the rules and regulations set forth on Exhibit D, and with any other reasonable rules and regulations as Landlord adopts for the Center (the rules and regulations attached as Exhibit D and any such subsequent rules and regulations being collectively, the "Rules and Regulations"), provided that any Rules and Regulations established after the date of this Lease do not materially increase Tenant's obligations hereunder, materially reduce Tenant's rights hereunder, or otherwise conflict with the express terms and conditions of this Lease, in which event the express terms and conditions of this Lease shall prevail. Such Rules and Regulations shall apply generally to all tenants of the Center. Notwithstanding anything to the contrary, Landlord shall not be responsible for any other tenant's violation of such Rules and Regulations or any other conduct of any other tenants or occupants of the Center. In particular instances, where in Landlord's sole judgment such Rules and Regulations may be infeasible, Landlord shall have the right to modify or waive such Rules and Regulations as they apply to particular other tenants. Any failure by Tenant to comply with any rule or regulation established pursuant to this Lease shall be a default under this Lease subject to Section 21. If Tenant violates the Rules and Regulations established by Landlord, in addition to the remedies available to Landlord under this Lease or applicable law, Tenant shall pay Landlord a fine equal to One Hundred Dollars (\$100.00) in each instance and shall reimburse Landlord for the actual cost of any actual attorneys' fees incurred by Landlord in connection with such violation. Landlord agrees that it will not unreasonably discriminate in the application of Rules and Regulations.

32. Waiver of Jury Trial.

Landlord and Tenant hereby waive any right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant (or any guarantor of Tenant's obligations hereunder) against the other(s) pertaining to any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use of the Premises. In the event that Tenant (and/or any guarantor of Tenant's

obligations hereunder) demands a jury trial in connection with any of the foregoing matters, then Tenant shall be liable to Landlord for an amount equal to One Hundred Dollars (\$100.00) per day (on account of the delay caused by such demand) for each day that trial of any such matter is delayed by such jury trial demand.

33. Lender's Approval.

Landlord may (at Landlord's sole option) submit this Lease for the approval of the beneficiary of any deed of trust or mortgage secured by the Center (or any portion of the Center) and if such approval is not obtained within thirty (30) days from the date of this Lease, Landlord may (at Landlord's sole option), upon notice to Tenant within forty (40) days of the date of this Lease, terminate this Lease, in which event any Security Deposit shall be returned to Tenant, and neither party shall have any further liability to the other hereunder (except for any liability of Tenant arising prior to the date of such termination).

34. Intentionally Deleted.

35. Intentionally Deleted.

36. Miscellaneous.

A. Entire Agreement; Joint and Several Liability; Successors and Assigns. This Lease constitutes the entire agreement between the parties concerning the matters set forth herein. All exhibits attached to this Lease are hereby incorporated into this Lease. Except as otherwise provided herein, this Lease shall not be modified except by a written instrument executed by all parties. Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representation or promises with respect to the Premises or the Center except as herein expressly set forth and no rights, privileges, easements or licenses are being acquired by Tenant except as herein expressly set forth. If Tenant shall include more than one person and/or entity, the obligations hereunder of all such persons and/or entities shall be joint and several. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, heirs and legal representatives.

B. Interpretation. The named exhibits are part of this Lease. Section and subsection headings are for convenience only, and not for use in interpreting this Lease. If a court finds any provision of this Lease unenforceable, all other provisions remain enforceable. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a covenant of the party bound by, undertaking, or making the same, which covenant shall be separate and independent, and not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

C. Costs; Terminology. Except as expressly provided otherwise in this Lease, the party obligated or permitted to perform an obligation is

also obligated, as between Landlord and Tenant, to pay the cost of performance. "Include," "includes," and "including" mean considered as part of a larger group, and not limited to the items recited. "Shall" means "is obligated to." "May" means "is permitted to." The words "herein", "hereof", "hereunder", and words of similar import shall mean this Lease, including all exhibits attached to this Lease and made a part of this Lease.

D. Waiver. No provision of this Lease is waived by Landlord or Tenant unless waived in writing by the party granting such waiver. Landlord's acceptance of rent is not a waiver of any default of Tenant, regardless of Landlord's knowledge of a default when Landlord accepts such rent. No waiver by Landlord or Tenant of any default is a waiver of any other default of the same or any other provision of this Lease. In the event that Landlord fails to timely bill or assess Tenant for any charge due under this Lease, such failure shall not constitute a waiver of Landlord's right to collect such charge.

E. Rule Against Perpetuities. Notwithstanding any provision in this Lease to the contrary, if the Term has not commenced within three (3) years after the date of this Lease, this Lease shall automatically terminate on the third (3rd) anniversary of the date hereof. The sole purpose of this provision is to avoid any possible interpretation that this Lease violates the rule against perpetuities or other rule of law against restraints on alienation.

F. Remedies; Third Party Beneficiaries. Except to the extent that any rights or remedies are expressly precluded by this Lease, the rights and remedies of Landlord and Tenant mentioned in this Lease are in addition to, and do not deprive Landlord and Tenant of, any other rights at law or in equity. Except as expressly provided herein, no third party shall be a beneficiary of this Lease; it being agreed that, except as expressly provided in this Lease, nothing contained in this Lease shall be construed so as to confer upon any person or entity (other than Landlord and Tenant) the benefit of, and/or any rights in connection with, any of the provisions of this Lease.

G. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery of it by Landlord.

H. Additional Rent. All sums owed by Tenant to Landlord in connection with this Lease which are not otherwise designated as rent shall be deemed to be additional rent.

I. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the Premises is located.

J. Broker. Tenant hereby warrants to Landlord that Tenant has not employed or dealt with any broker, agent or finder, other than the Broker in connection with this Lease. Tenant shall indemnify and hold Landlord harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agent, or finder employed by Tenant or with whom Tenant has dealt, other than the Broker. The commission or fee payable to Landlord's Broker shall be paid by Landlord pursuant to the terms of a separate agreement. The commission or fee payable to Tenant's Broker shall be paid by Landlord's Broker pursuant to the terms of a separate agreement.

K. Time of Essence. Time is of the essence with respect to each of Tenant's obligations under this Lease.

L. Force Majeure. Except for the payment of monetary obligations, if Landlord or Tenant is in any way delayed, interrupted or prevented from performing any of its obligations under this Lease, and such delay, interruption or prevention is due to fire or other casualty, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any other cause beyond such party's reasonable control (whether similar or dissimilar, but lack of funds being deemed not to be beyond either party's reasonable control), the time for performance of the affected obligations by such party shall be excused for the period of such delay, interruption or prevention.

M. Attorney-in-Fact. Each individual entity and/or person, if any, comprising the Tenant hereby irrevocably appoints each of the other individuals and/or entities, if any, comprising the Tenant to act as the appointing individual's and/or entity's attorney-in-fact (1) to execute any and all agreements modifying this Lease in any way, and (2) to provide any and all notices to be provided by the Tenant under and/or in connection with this Lease (including, but not limited to, any notice to extend or terminate this Lease); it being agreed that such appointment is irrevocable and is hereby deemed coupled with an interest. In connection with this appointment, Landlord shall be entitled to rely upon any document, notice and/or agreement signed and/or provided by any such individual and/or entity, whether executed by one (1) or more of the individuals and/or entities comprising the Tenant, the same as if all such individuals and/or entities comprising the Tenant had signed or otherwise provided same.

N. Guaranty. Tenant hereby agrees to procure the guaranty of Tenant's obligations under this Lease by the Guarantor(s) in the manner and form set forth in the guaranty attached hereto.

O. Prohibited Persons and Transactions. Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including

the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.


IN WITNESS WHEREOF, the parties have executed this Lease on the date first written above, intending it to be both legally binding and an instrument under seal.

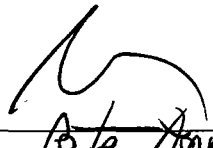
ATTEST:

TENANT:

FITNESS WORLD OF OLNEY, INC., a Maryland corporation, d/b/a "Fitness First"

By: P.H. Fitness, Inc., a Maryland corporation

By: 
Print Name: Chris Colucco
Title: SE. VP, FINANCIAL

By:  (SEAL)
Print Name: Peter Horvath
Title: Pres.


[Corporate Seal]

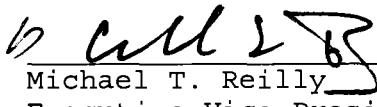
WITNESS:

LANDLORD:

CMF OLNEY, L.P.

By: CARL M. FREEMAN GP CORP., INC., sole general partner


Richard P. Lipsky
Vice President

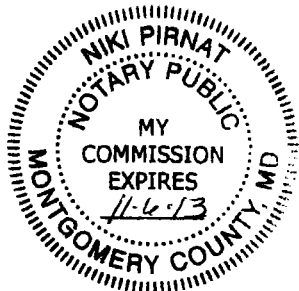
By:  (SEAL)
Michael T. Reilly
Executive Vice President/COO

TENANT'S NOTARY BLOCK

STATE OF Maryland :
COUNTY OF Montgomery :

On the 16 day of February, 2011, before me, a Notary Public of the above-referenced jurisdiction, personally appeared Peter Harvey, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, who acknowledged himself to be the President (title) of Fitness World of Olney, Inc., a Maryland corporation, d/b/a "Fitness First", and that he/she as such President (title) being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Tenant by himself/herself as President (title).

In witness whereof I hereunto set my hand and official seal.



Niki Pirnat
Notary Public

My Commission Expires: 11-6-13

EXHIBIT A

[Site Plan of Center]

OLNEY VILLAGE CENTER | ROUTE 108 & HILLCREST AVENUE (NEAR GEORGIA AVENUE) . OLNEY, MARYLAND 20832
MONTGOMERY COUNTY

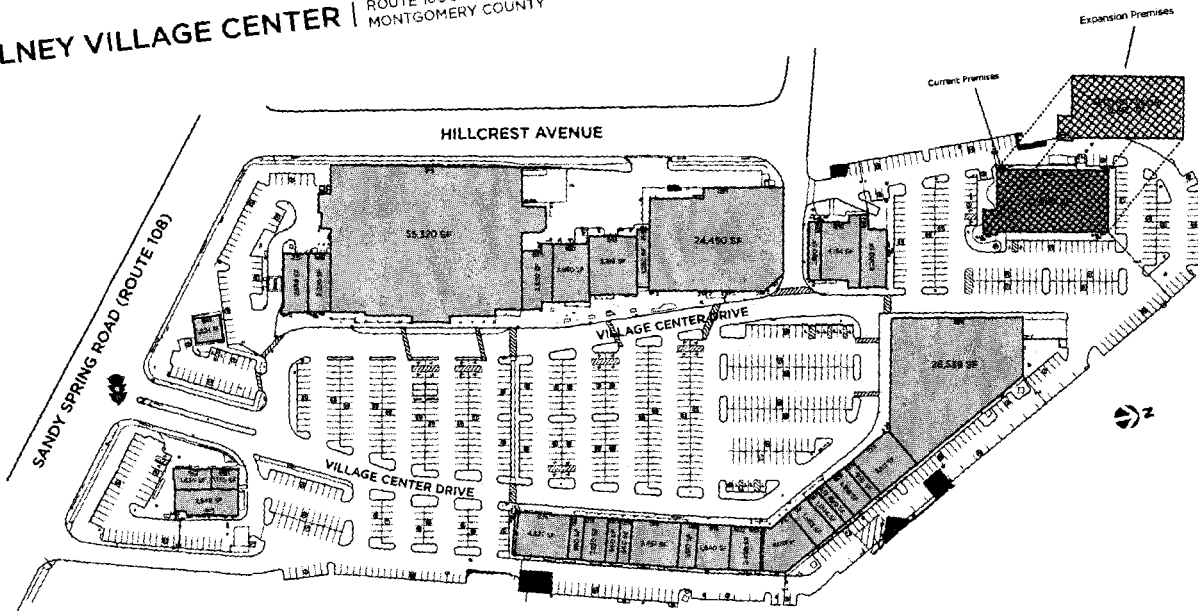


EXHIBIT A

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

The undersigned, having entered into a certain Retail Lease dated _____, 20____, by and between the undersigned, as Tenant, and CMF Olney, L.P., as Landlord (the "Lease") does hereby certify that:

(1) The Lease is in full force and effect without offset or defense;

(2) The undersigned has taken possession of the Premises described in the Lease, namely Store No. _____ located at Olney Village Center, Olney, Maryland;

(3) The Lease Commencement Date under the Lease is _____.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the date written above, intending it to be both legally binding and an instrument under seal.

WITNESS:

TENANT:

Print Name: _____
Title: _____

By: _____ (SEAL)
Print Name: _____
Title: _____

[Corporate Seal]

WITNESS:

LANDLORD:

CMF OLNEY, L.P.

By: Carl M. Freeman Retail,
L.L.C., a Delaware limited
liability company

Print Name: _____
Title: _____

By: _____ (SEAL)
Print Name: _____
Title: _____

EXHIBIT C

ESTOPPEL CERTIFICATE

To: _____
["Lender"]

CMF Olney, L.P.
["Landlord"]

Re: Retail Lease dated _____ (the "Lease") by and between _____ and Landlord, for approximately _____ rentable square feet (the "Premises") at a shopping center known as Olney Village Center (the "Center").

Dear _____:

As the tenant under the Lease, the undersigned ("Tenant") hereby acknowledges that Lender has, or is about to make, a loan (the "Loan") to Landlord secured by (i) a deed of trust affecting the Center and (ii) an assignment of the Lease to Lender as additional security for the Loan. In connection therewith, we hereby certify to you that:

1. Tenant is the lessee under the Lease, a complete and accurate copy of which is attached hereto and incorporated herein by this reference. The initial term of the Lease commenced on _____ and will expire on _____. The Lease contains _____ (____) option(s) to extend the term of the Lease through _____. Except as provided for herein, any words defined in the Lease shall, when used herein, have the meaning provided for in the Lease.

2. The Lease is in full force and effect, and the undersigned has accepted the Premises without exception and all requirements for the commencement and validity of the Lease (including construction work) have been satisfied. The Lease has not been modified, supplemented or amended in any way, except as may be indicated in the caption above.

3. Tenant further certifies to Lender that: (a) the current annual Minimum Rent is \$_____; (b) Tenant is in possession of the entire Premises and paying the full rentals due under the Lease; (c) the Lease has not been assigned by operation of law or otherwise; (d) neither Tenant nor Landlord is in default under the Lease; (e) Tenant has no existing defenses, offsets, liens, claims or credits against the rentals or otherwise which presently exist or have accrued under the Lease; and (f) Tenant has not been granted any option to extend the term of the Lease (other than as set forth above), to expand the Premises, or to terminate the Lease earlier than the date specified in Paragraph 1 above, or any rights of first refusal on any other space at the Center, or any option or right of first refusal to purchase the Premises or the Center.

4. None of the rent which the undersigned is required to pay under the Lease has or will be prepaid more than thirty (30) days in

advance, except as specified in the Lease. The undersigned agrees that unless and until it is notified by Lender in writing that rental payments are to be made to Lender because of a default as specified in the terms of and assignment of the Lease to Lender, the undersigned is to continue making rental payments to the Landlord, or its successors and assigns, pursuant to the terms of the Lease. The Lease shall not hereafter be modified, amended or terminated without the prior consent of Lender.

5. Lender, its designee or any purchaser at foreclosure shall not be responsible for any security deposit or advance rent payment not actually received by Lender, if Lender becomes a "mortgagee in possession" or if it forecloses its deed of trust, Lender and its successors and assigns assume no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof.

6. Prior to exercising any right the undersigned may have under the Lease or at law to terminate the Lease as a result of Landlord's failing to perform any of Landlord's obligations under the Lease, the undersigned will give Lender notice of Landlord's default in its obligations under the Lease (which notice will specify such default or defaults in reasonable detail) and a reasonable period of time after such notice (which period shall be no less than 60 days), with allowance for delays caused by events beyond Lender's reasonable control, within which to undertake and complete the performance of such obligations of Landlord under the Lease.

7. This Estoppel Certificate shall run to the addressees and their respective successors and assigns in interest. The undersigned is authorized to execute this Estoppel Certificate on behalf of Tenant.

Executed this _____ day of _____, 20____.

WITNESS:

TENANT:

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

[Corporate Seal]

ACKNOWLEDGEMENT OF GUARANTORS

The undersigned guarantors under the Lease hereby acknowledge and agree to the foregoing and affirm their respective liabilities and obligations under that certain Guaranty of Lease dated _____ given in respect of the Lease (the "Guaranty"). The Guaranty has not been modified, amended or supplemented in any way.

Print Name: _____

Print Name: _____
Dated: _____

EXHIBIT D

RULES AND REGULATIONS

Purpose

The purpose of these Rules and Regulations is to summarize the Tenant's responsibilities in the day-to day operation and maintenance of the Center. Experience has proven that these Rules and Regulations are beneficial to both Landlord and the tenants, and that they result in an attractive and successful Center. Except as provided herein, words defined in the Lease shall, when used herein, have the meaning provided for in the Lease.

Common Area Use

To ensure a pleasing and safe environment in the Common Areas (parking lots and sidewalks) of the Center, each tenant shall:

1. Keep the sidewalk in front of its premises clear and free from ice and snow. (Use only sodium based ice melters that do not damage the pavement.)
2. Not place any objects in the Common Areas.
3. Not solicit business in the Common Areas; i.e., no signs or displays.
4. Not mount or string anything on the outside walls of any premises without permission from the Landlord.
5. If Tenant's use of the Premises involves any sale of food or beverages, Tenant shall also pressure-clean the sidewalk immediately in front of the Premises no less than once annually, at a time scheduled with and approved by Landlord.

Storefronts and Signs

To ensure a consistent appearance throughout the Center:

1. Each tenant shall keep the storefront glass and glass door of its premises in good repair and clean condition.
2. Any temporary sign used by a tenant in his door or window must be professionally made and shall not cover more than twenty percent (20%) of the total door or window area.
3. Any lighted window sign must be approved by Landlord.

Tenant Advertising

1. Tenant shall not utilize any advertising medium within the Center which can be seen, heard, or experienced outside of the Premises, including, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Notwithstanding the provisions of the immediately preceding sentence, Landlord hereby acknowledges and agrees that, because of the nature of the Permitted Use, it is anticipated that noise may from time to time be generated. Subject to applicable Laws, in no event shall such sentence have the effect of unreasonably restraining Tenant from engaging in the normal conduct of a first-class family health and fitness center, nor shall Tenant be required to engage in noise mitigation except for reasonable and customary noise mitigation by Tenant which would not unreasonably restrict the layout of Tenant's exercise equipment or Tenant's ability to operate for a first-class family health and fitness center.
2. Tenant will not display, paint, place or cause to be displayed, painted, or placed, any handbills, bumper stickers, sandwich boards or other advertising devices in any Common Area.
3. Tenant will not distribute, or cause to be distributed, in the Center, any handbills or other advertising devices; and will not conduct or permit any actions that might constitute a nuisance.

Loading and Unloading

All shipping, receiving, loading or unloading of Tenant's merchandise, supplies or other property shall take place only in the area and entrance designated therefor by Landlord. Tenant shall not permit any trucks, trailers, or other vehicles or equipment engaged in such activities to interfere with the use of any Common Area or any pedestrian or vehicular use or good Center practice.

Noise

No tenant shall permit any noise to be made inside of the Premises which can be heard outside of the Premises. Notwithstanding the provisions of the immediately preceding sentence, Landlord hereby acknowledges and agrees that, because of the nature of the Permitted Use, it is anticipated that noise may from time to time be generated. Subject to applicable Laws, in no event shall such sentence have the effect of unreasonably restraining Tenant from engaging in the normal conduct of a first-class family health and fitness center, nor shall Tenant be required to engage in noise mitigation except for reasonable and customary noise mitigation by Tenant which would not unreasonably restrict the layout of Tenant's exercise equipment or Tenant's ability to operate for a first-class family health and fitness center.

Odors

Each tenant is required to prevent the emission of odors from his premises that are objectionable to his neighbors.

Refuse

To ensure a clean and equitable refuse handling system:

1. The Landlord will provide refuse dumpsters and disposal service and will allocate costs to each tenant based on their percentage of use.
2. Each tenant shall keep his refuse in proper containers in his premises and shall place it in the refuse dumpster when taken outside the premises.

Notwithstanding the foregoing, if Tenant so elects, Tenant, at its expense, shall provide its own dumpsters or trash collection services.

Pest Exterminator Services

Each tenant shall contract with a professional exterminator for inspections and treatments as necessary, to ensure that infestations by insects and rodents do not occur on its premises.

Roof

To minimize the chance of roof leaks:

1. A tenant or his contractor can go onto the roof only following approval of Landlord and then only to service the tenant's heating and cooling equipment.
2. Each tenant is responsible for any damage to the roofs from the service of his equipment.

Store Plans and Permits

1. The plans and contractors for doing any work in the store which requires a permit must be submitted to the Landlord for approval. This includes, but is not limited to, work which requires: a building, mechanical, electrical, or plumbing permit.
2. Each tenant must obtain an occupancy permit before opening for business, and must give a copy of the occupancy permit to the Landlord within ten (10) days after obtaining the occupancy permit.

Emergencies

A tenant must notify the Landlord, as soon as possible, of any emergency situation, injury, fire or disorder that occurs in the tenant's premises or any Common Areas of the Center.

Outside Promotional Activities

To avoid undesired disturbances of tenants and customers of the Center, outside promotional activities:

1. Are allowed only with the Landlord's written approval.
2. Will be considered for approval by the Landlord if:
 - a. Ninety percent (90%) of the tenants in the Center indicate in writing that they will participate in the activity, and
 - b. The activity is professionally planned.
 - c. Each tenant must provide evidence of liability insurance covering the event, which names the Landlord as an additional insured with limits of liability of \$1,000,000 per occurrence.

EXHIBIT E

Intentionally Deleted

EXHIBIT F

PROHIBITED USES

Without limiting any other restrictions on Tenant's use contained elsewhere in this Lease, Tenant agrees and acknowledges that, notwithstanding anything to the contrary, the Premises may not be used, in whole or in part, for any of the uses described below (it being agreed that the express prohibition on certain uses, as herein provided, shall not be construed to imply that Tenant is permitted to use the Premises for any use other than as expressly provided for in this Lease, or that Landlord is prohibited from leasing other premises at the Center for any purpose whatsoever):

1. The sale for off-premises consumption of beer, wine, and/or liquor.
2. The sale of health foods, vitamins, or mineral supplements as a primary business. For purposes of this Paragraph 2, "primary business" is defined as a store that derives more than fifty-one percent (51%) of its gross revenue from the sale of health foods, vitamins or mineral supplements.
3. The rendition of dry cleaning, pressing, finished laundry, and/or shoe repairing services.
4. The sale of pet food or pet supplies.
5. A food store or supermarket (which term includes both a food warehouse operation and a conventional operation); a convenience store offering for sale products normally found in grocery stores or supermarkets operating within the metropolitan Washington, D.C. area; a delicatessen; a "warehouse club" type store of the nature of those operated under the tradenames "Price Club", "BJ Wholesaler", "Costco", "Sam's Wholesale Club", "Makro", or "Pace"; or the sale for off-premises consumption of one or more of the following: groceries, dairy products, foods, food products, meats, poultry or fish (or the use of a computerized or electronic merchandising system for the sale of these items from off-site inventory).
6. The provision of tanning services such that the Premises contains more than two (2) tanning beds, each of which has a total capacity of 2,800 watts or more.
7. The manufacture or sale at retail or wholesale of donuts.
8. The sale of Italian-style food, including, but not limited to, pizza.
9. Carnivals, flea markets or other temporary uses.
10. The sale or display of (a) a variety of brand name men's and women's and/or children's apparel at off prices or discount prices or (b) brand name women's apparel at off prices or discount prices; any non-retail use; a bowling alley, skating rink, cinema, bar,

nightclub, amusement gallery, pool room, sports and/or game facility and/or off-track betting; selling or displaying pornographic materials; selling or displaying second hand goods; a restaurant or establishment selling prepared food.

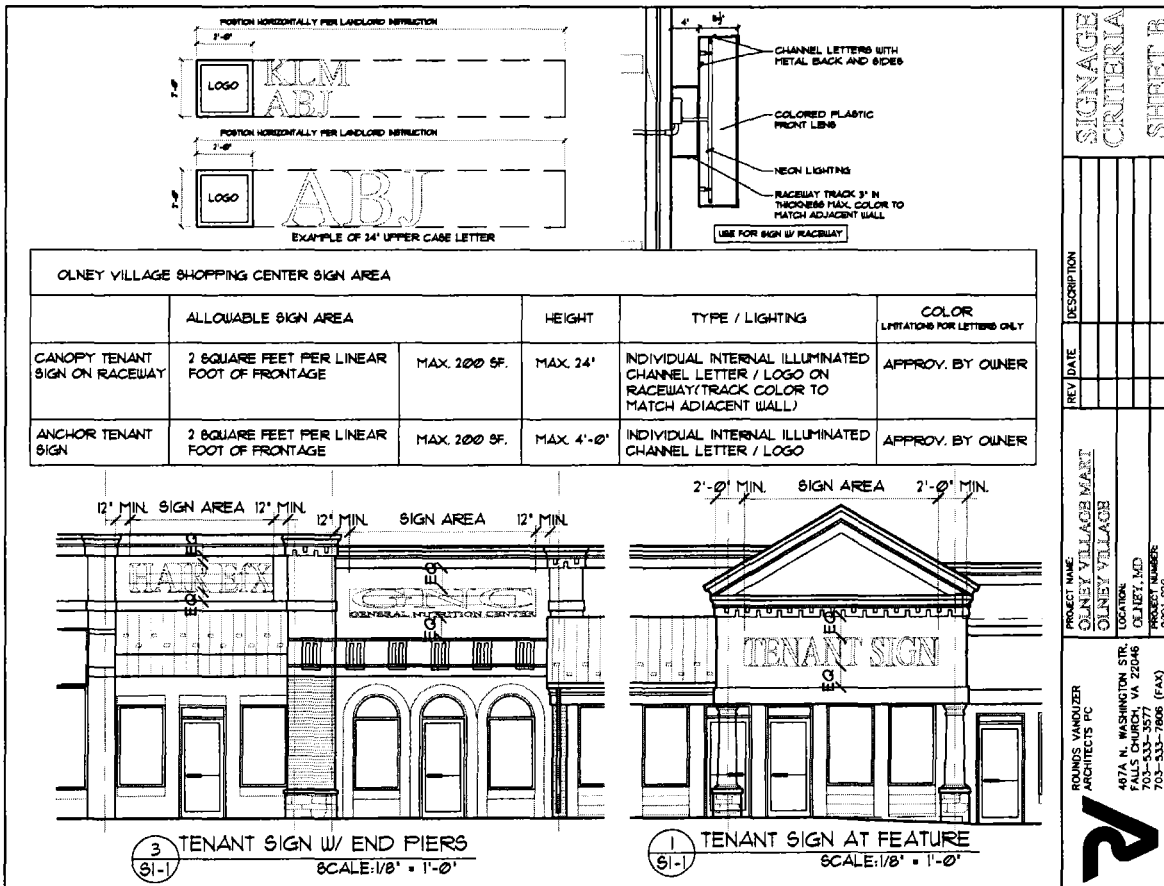
11. The sale or display of linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories; any non-retail use; a bowling alley, skating rink, cinema, bar, nightclub, amusement gallery, pool room, sports and/or game facility and/or off-track betting; selling or displaying pornographic materials; selling or displaying second hand goods; a restaurant or establishment selling prepared food.
12. The sale of Chinese food.
13. The sale or display of telecommunication and transmitting equipment, computers and related accessories, and audio/video equipment and accessories.
14. The sale of vacuum cleaners or carpeting.
15. The sale of Japanese cuisine, including, but not limited to, sushi.
16. The sale of tacos and/or burritos.
17. The sale of ice cream, frozen yogurt, gelato, sorbets, or other frozen desserts.
18. The sale of prescription or non-prescription eyeglasses.
19. The sale of Christmas ornaments, greeting cards, gift wrap, and/or party supplies.
20. The sale of artwork.
21. The sale of hamburgers.
22. The sale of kabobs.
23. The business of a sports themed restaurant and bar and/or an American style bar and grille (such as the following businesses as they are operated as of the date of The Greene Turtle Sports Bar and Grill lease, by way of example but not limitation: Buffalo Wild Wings, Champps, Hooters, TGI Fridays, Bennigan's, Ruby Tuesday), which premises include either a themed sports environment and/or feature sports event programming via large-screen television sets and other television sets, or which include an American style bar and grille environment such as TGI Fridays.
24. The provision of nail and/or skin care services and/or the sale of nail and/or skin care accessories and products.

25. The sale of embroidery products and/or school, medical or sports uniforms.
26. Music lessons and/or instructions and/or drawing lessons and/or painting lessons.
27. The sale of Vietnamese cuisine.

EXHIBIT G

SIGN CRITERIA

| SECTION 1. | | SIGNAGE CRITERIA | | SHEET A | |
|---|--|--|--|--|--|
| <p>The advertising or informative content of all signs shall be limited to letters designating store name and/or type of store (which such designation of the store type shall be general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs "lozenges" are not permitted, without permission of landlord.</p> | | <p>(d) No sign will be placed in final position without the written approval of landlord.</p> <p>(e) All signs shall be fabricated and installed in compliance with all applicable codes.</p> <p>(f) It is the responsibility of the signage fabricator to verify size of service available at each tenant before selection of transformer type, tube size or gas mixture is made.</p> <p>(g) All letters shall have 30 M.A. (B.O.C.A.-U.L. 2161 Discourages use of 60 M.A.) transformers (transformer shall not exceed 12,000 V secondary power) and shall have 15 MM WHITE NEON tubing (two (2) rows minimum) for letter having a 3" or larger stroke, transformers will be remoted inside canopy facade and concealed within metal transformer vaults accessible through soffit panels, or located in signage trough located behind letters (fabricator to verify type of installation). All secondary wiring must be concealed with liquid tight Greenfield conduits.</p> <p>(h) Primary and secondary power or gases supplied to signage should be sufficient so signage will not dim during colder weather (i.e. 0 to 25°F).</p> | | <p>REV DATE</p> <p>DESCRIPTION</p> | |
| <p>SECTION 2.</p> <p>The letters on all signs shall be individual internally illuminated channel letters constructed of .040 nominal 3003-H14 aluminum with a DARK BRONZE finish on all exterior surfaces. Signage to be mounted to raceways. Raceways to be finished to match adjacent pipes or masonry surface to which they are mounted. Interior surface sprayed white enamel. Faces of letter color shall be white or red, as coordinated & directed by the Landlord. Letter Band with BLACK aluminum moldings. The height and length of the sign as well as the size of the letters shall be approved by the landlord and be in compliance with local zoning regulations. Depth of all letters shall be six (6") inches. For non-anchor tenants signs with one (1) line of copy the height of letters shall not exceed TWENTY FOUR (24") inches in TWENTY FOUR (24") high signbands, centered vertically in the signband. Where possible signage is to be contained on one line or one line with "lozenge" signage at either end. In no case shall signage come within 1'-0" of end of tenant frontage, so as not to encroach on adjacent tenant signs. In the event that the text cannot be accommodated on one (1) line, as noted above, two (2) lines of text are permitted under the following conditions:</p> <p>(a) Letter height shall be ELEVEN (11") inches with TWO (2") in between lines in TWENTY FOUR (24") high signbands.</p> <p>(b) That the tenant so compose the text that the upper line of text is no less in length than seventy five (75%) percent of the lower line of text, or vice versa.</p> <p>(c) Signage for anchor tenants can be larger as required by tenant, as permitted by local jurisdiction and approved by Owner.</p> <p>Length of sign shall be centered between canopy columns or architectural elements on the front elevation where possible (not necessarily centered over doors or width of tenant space since this may result in a lap-sided appearance between sign and any architectural feature). Contact Architect for suggested location if not clear.</p> <p>It is the signage fabricator's responsibility to verify that the proposed signage area does not exceed area allowed by local zoning jurisdiction.</p> | | <p>SECTION 3.</p> <p>The character, design, color and layout of all signs shall be subject to landlord's written approval prior to fabrication and shall be in accordance with these criteria.</p> <p>SECTION 4.</p> <p>No tenant shall install more than one (1) sign, except if allowed by local code.</p> <p>SECTION 5.</p> <p>All signs shall be fabricated and installed in accordance with the following requirements:</p> <p>(a) The sign lettering or any part or parts thereof, except as otherwise provided in subparagraph c, and in this Section 5, shall be located within the physical limits of the sign area as designated by landlord.</p> <p>(b) Except for those signs mounted on a signband, no sign or any part thereof shall be located on the roof of the demised premises.</p> <p>(c) Sign style shall be CLARENDON BOLD, OPTIMA BOLD OR COOPER BLACK (all caps) except for national tenants, all styles shall be approved by landlord. Drawings (to scale) prepared by the Signage Company indicating Sign style and lettering must have preliminary approval by landlord and Architect before shop drawings are made. Tenant shall submit final shop drawings of all proposed signs to landlord for approval, showing sizes of all letters and spacing, type of material, color and dimensions in relation to leasable area, and elevation to scale showing location of signage in canopy length. No fabrication shall begin without prior approval of the Owner to assure compliance with this criteria.</p> | | <p>SECTION 6.</p> <p>The fabrication, installation and operation of all signs shall be subject to the following restrictions:</p> <p>(a) No flashing, moving, flickering or blinking illumination shall be permitted.</p> <p>(b) No animation, moving lights or floodlight illumination shall be permitted.</p> <p>(c) The name and/or stamp of the sign contractor or sign company or both shall be sized and located as discreetly as possible as permitted by code.</p> <p>SECTION 7.</p> <p>The following type signs are prohibited:</p> <p>(a) Paper signs or stickers utilized as signs inside or outside glass storefront.</p> <p>(b) Signs of a temporary character or purpose, (except during renovation or construction when permanent signs have temporarily been removed or are not yet installed), irrespective of the composition of the sign or material used therefore.</p> <p>(c) Painted or printed signs, except one (1) non-illuminated, small-scale "signature sign" or store hours sign, which is lettered on the glass portion of a storefront on a tenant and provided such sign does not exceed three (3") inches in height. Also permitted are small credit card symbols.</p> <p>(d) Moving signs, rooftop signs, parapet signs, or tenants own pylon signs.</p> | |
| <p>PROJECT NAME CLNEY VILLAGE MARE</p> <p>LOCATION CLNEY, MD</p> <p>PROJECT NUMBER 2001-059</p> | | <p>ROUNDS VANDUZER ARCHITECTS PC</p> <p>487A N. WASHINGTON STR. FALLS CHURCH, VA 22046 703-533-7800 703-533-7806 (FAX)</p> | | | |



GUARANTY OF LEASE

As a material inducement to Landlord executing the foregoing Retail Lease (the "Lease") between CMF Olney, L.P. as Landlord, and Fitness World of Olney, Inc., a Maryland corporation, d/b/a "Fitness First", as Tenant, for premises having an address of 18330 Village Center Drive, Olney, Maryland 20832, the undersigned (collectively, the "Guarantor") hereby unconditionally and absolutely guarantee unto Landlord, its successors and assigns, the full, prompt and complete payment by Tenant of all Minimum Rent, additional rent and any other sums provided for in the Lease, and the prompt, faithful and complete performance and observance by Tenant of all of the terms, covenants and conditions of the Lease to be performed or observed by Tenant.

Guarantor hereby waives (i) notice of any and all defaults by Tenant, (ii) acceptance and notice of acceptance of this Guaranty, (iii) all demands for payment and/or performance, and (iv) all rights of indemnification, recourse or reimbursement for any liability under this Guaranty. Guarantor agrees that no delay by Landlord in enforcing any of its rights or remedies, nor any extension of time, nor any modifications to the Lease, shall limit, affect or impair the liability of Guarantor, and Guarantor expressly consents to any such delays, extensions, and modifications with the same force and effect as though its consent had been given to each of them. The assignment of the Lease or subletting of all or any portion of the Premises shall not affect the Guarantor's liability hereunder.

This Guaranty is independent of and in addition to any security or other remedies which Landlord may have for the performance of any of the Tenant's obligations under the Lease. Landlord shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty. Landlord may proceed against Guarantor at any time it sees fit, independently of or concurrently with any other remedies.

Guarantor hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord, Tenant or Guarantor against any of the others pertaining to any matters arising out of or in any way connected with the Lease or this Guaranty, and Guarantor further agrees to pay Landlord, on Landlord's request, any costs (including, but not limited to, actual attorneys' fees) incurred by Landlord to enforce this Guaranty. In addition, Guarantor agrees to promptly acknowledge and confirm, in such form as Landlord may request from time to time, Guarantor's obligations under this Guaranty.

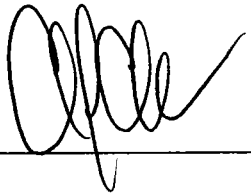
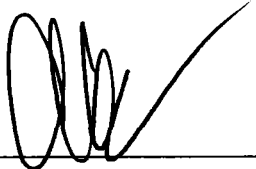
If this Guaranty is executed by two or more parties, the liability of the parties executing this Guaranty shall be joint and several. This Guaranty shall be binding upon the undersigned, its successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns. Capitalized terms in this Guaranty shall have the same meaning as in the Lease unless expressly provided otherwise.

Notwithstanding anything to the contrary contained herein, Guarantor's liability for rent hereunder shall not exceed an amount equal to the sum of (i) all rent due and payable, or which has accrued but as yet has not

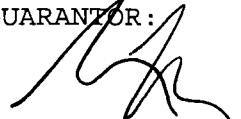
been billed, under the Lease through the date upon which Tenant has vacated or Landlord has obtained possession of the Premises, and (ii) an amount equal to twelve (12) full calendar months of rent due and payable or which accrues under the Lease from and after the earlier to occur of (a) the date upon which Tenant has vacated the Premises or (b) the date upon which Landlord has obtained possession of the Premises, and (iii) the actual reasonable costs incurred in the enforcement of this Guaranty.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty on _____, 20____, intending it to be both legally binding and an instrument under seal.

WITNESS:



GUARANTOR:

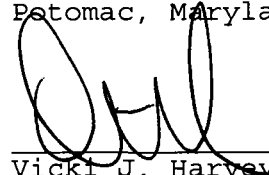


(SEAL)

Peter B. Harvey

SSN: [REDACTED]

Home Address: 10020 Gary Road
Potomac, Maryland 20854



(SEAL)

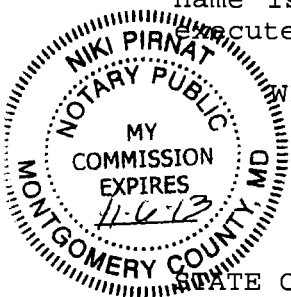
Vicki J. Harvey

SSN: [REDACTED]

Home Address: 10020 Gary Road
Potomac, Maryland 20854

STATE OF Maryland:
COUNTY OF Montgomery

I hereby certify that on February 16, 2011, before me, a Notary Public of the above-referenced jurisdiction, personally appeared Peter B. Harvey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.



WITNESS my hand and Notarial Seal.

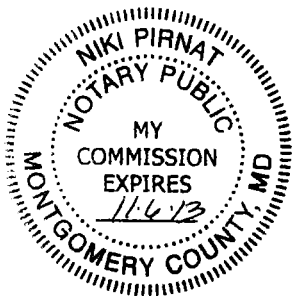
[Signature]
Notary Public

My Commission Expires: 11-6-13

STATE OF Maryland:
COUNTY OF Montgomery

I hereby certify that on February 16, 2011, before me, a Notary Public of the above-referenced jurisdiction, personally appeared Vicki J. Harvey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that she executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

My Commission Expires: 11-6-13

Exhibit C

AFTER RECORDING,
PLEASE RETURN TO:

Case # 2950 11039/03

AFTER RECORDING Return to:
Chicago Title Insurance Company
2000 M Street N.W.
Suite 610
Washington, D.C. 20036

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD.

2011 SEP -6 P 2:40

DEED

THIS DEED is made and entered into on this 30th day of August, 2011, by and between CMF OLNEY, L.P., a Maryland limited partnership, whose address is c/o Carl M. Freeman Company, 18330 Village Center Drive, Suite 200, Olney, MD 20832 ("Grantor"), and WRIT OLNEY VILLAGE CENTER LLC, a Delaware limited liability company, whose address is 1001 Hingham Street, Suite 300, Rockland, Massachusetts, 02370 ("Grantee").

WITNESSETH:

For the sum of Fifty Eight Million and no/100 Dollars (\$58,000,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY, with Special Warranty, unto Grantee, its successors and assigns, in fee simple, the parcel of land located in Montgomery County, Maryland, described on Exhibit A attached hereto.

TOGETHER with all buildings, fixtures and other improvements located in or on such parcel of land; and

TOGETHER with all easements, rights-of-way, appurtenances, licenses and privileges belonging or appurtenant to such land; and

TOGETHER with all mineral, gas, oil and water rights, sewer rights, other utility rights, and development rights now or hereafter allocated or allocable to such land; and

TOGETHER with all right, title and interest of Grantor in and to any land lying in the back of any street, road, avenue or alley, open or closed, adjacent to such land, to the center thereof.

TO HAVE AND TO HOLD all of the aforesaid property (the "Property") unto the use and benefit of Grantee, its successors and assigns, in fee simple forever.

This conveyance is expressly made subject to easements, covenants, conditions and restrictions of record insofar as they lawfully affect the Property.

Grantor covenants that it has the right to convey the Property to Grantee and that Grantor will execute such further assurances of the Property as may be requisite.

MONTGOMERY COUNTY, MD

APPROVED BY KC [Signature page follows]

SEP 02 2011

\$ 578,450.00 RECORDATION TAX PAID
\$ 580,000.00 TRANSFER TAX PAID

| | |
|---------------|--------------|
| IMP FD SURE | 40.00 |
| RECORDING FEE | 20.00 |
| PR TAX STATE | 230,000.00 |
| TOTAL | 230,060.00 |
| Rest H005 | Rept # 39503 |
| SEP 06, 2011 | Bik # 710 |
| | 02:34 PM |

IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to execute and deliver this Deed as of the date first above written.

GRANTOR:

CMF OLNEY, L.P., a Maryland limited partnership

By: FCGP, LLC, its general partner

By: Freeman Centers, LLC, its sole member

By: Carl M. Freeman Retail Investments
L.L.C., its managing member

By: CMF Operating Company
L.L.C., its sole member

By: Carl M. Freeman
Associates, Inc.,
its managing member

By: Michelle L. Freeman
Name: Michelle L. Freeman
Title: President

State of Maryland
County of Frederick)
)
)

ss:

On this 26th day of August, 2011, before me, the undersigned officer, personally appeared Michelle L. Freeman, who acknowledged himself to be the President of Carl M. Freeman Associates, Inc., the managing member of CMF Operating Company L.L.C., the sole member of Carl M. Freeman Retail Investments L.L.C., the managing member of Freeman Centers, LLC, the sole member of FCGP, LLC, the general partner of CMF OLNEY, L.P., and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name, as the President of Carl M. Freeman Associates, Inc., the managing member of CMF Operating Company L.L.C., the sole member of Carl M. Freeman Retail Investments L.L.C., the managing member of Freeman Centers, LLC, the sole member of FCGP, LLC, the general partner of CMF OLNEY, L.P..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Notarial Seal]

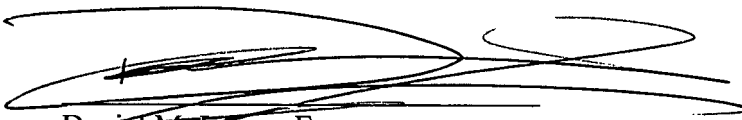


Notary Public

My Commission Expires: 6/14/2015

S-1

This is to certify that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.



Daniel M. Lopez, Esq.

EXHIBIT A

Description of Land

Being all that piece, parcel or tract of land situate, lying and being in Olney Election District No. 8, Montgomery County, Maryland, being Parcel "A" as shown on a plat of subdivision entitled, "PARCEL 'A', OLNEY VILLAGE MART", recorded among the land records of Montgomery County, Maryland in Plat Book 103 as Plat No. 11693, said piece or parcel being more particularly described as follows in W.S.S.C. datum as shown on said plat of subdivision:

Beginning for the same at an iron pipe set at the southeasterly corner of said Parcel "A", said corner also being on the northeasterly right-of-way line of Olney-Sandy Spring Road, Maryland Route No. 108 (variable width) as shown on the aforesaid plat of subdivision and thence running with the boundary of the aforesaid Parcel "A" the following sixteen courses and distances and also running with part of said northeasterly right-of-way line the following four courses and distances:

- 1) North 55°47'14" West 189.00 feet to an iron pipe set; thence
- 2) North 57°13'10" West 200.00 feet to an iron pipe set; thence
- 3) North 62°55'48" West 50.25 feet to an iron pipe set; thence
- 4) North 57°13'10" West 175.00 feet to an iron pipe set at the southeasterly line of truncation connecting the aforesaid northeasterly right-of-way line to the easterly right-of-way line of Hillcrest Avenue (40 feet from the centerline) as shown on the aforementioned plat of subdivision; thence running with said line of truncation the following course and distance:
- 5) North 20°18'22" West 10.18 feet to an iron pipe set on said easterly right-of-way line; thence running with the aforesaid easterly right-of-way line the following course and distance
- 6) North 06°46'11" East 762.86 feet to an iron pipe set on the northerly right-of-way line of said Hillcrest Avenue; thence running with part of said northerly right-of-way line the following course and distance:
- 7) South 86°01'57" West 9.98 feet to the southeast corner of a conveyance to Richard I. Hanes by deed dated January 8, 1998 and recorded among the aforesaid land records in Liber 15664 at Folio 065; thence running with the easterly line of said conveyance and then continuing past said conveyance
- 8) North 03°43'43" West 426.47 feet to an iron pipe set; thence
- 9) North 33°08'00" East 56.81 feet to an iron pipe set; thence
- 10) North 30°38'00" East 114.00 feet to an iron pipe set; thence
- 11) North 79°32'00" East 30.63 feet to an iron pipe set; thence
- 12) North 44°48'00" East 15.33 feet to an iron pipe set on the southwesterly right-of-way line of Appomattox Avenue (80 feet wide Right-of-Way) as shown on the

aforementioned plat of subdivision; thence running with part of said southwesterly right-of-way line the following three (3) courses and distances:

- 13) 233.82 feet along the arc of a non-tangential curve to the right having a radius of 560.00 feet and a chord bearing and length of South 45°23'42" East 232.13 feet to an iron pipe set; thence
- 14) South 33°26'00" East 442.20 feet to an iron pipe set; thence
- 15) 194.02 feet along the arc of a tangential curve to the left having a radius of 640.00 feet and a chord bearing and length of south 42°07'04" east 193.27 feet to an iron pipe found at the northwesterly corner of Parcel "B" as shown on a plat of subdivision entitled "PARCEL "B", OLNEY VILLAGE MART" and recorded among the aforementioned land records as Plat No. 16445; thence running with the westerly line of said Parcel "B"
- 16) South 11°14'40" West 1,030.63 feet to the place of beginning containing a record area of 770,802 square feet of 17.6952 acres of land.

Tax #0: 08-01800441

Title Insurer: Chicago Title Insurance Company

2011
MARYLAND
FORM

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

CMF OLNEY, L.P., a Maryland limited partnership

2. Reasons for Exemption

**Resident
Status**



I, Transferor, am a resident of the State of Maryland.



Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal
Residence**



Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

CMF OLNEY, L.P.,
a Maryland limited partnership

By: FCGP, LLC,
its general partner

By: Freeman Centers, LLC,
its sole member

By: Carl M. Freeman Retail Investments L.L.C.,
its managing member

By: CMF Operating Company L.L.C.,
its sole member

By: Carl M. Freeman Associates, Inc.,
its managing member

By:

Michael T. Reilly, Chief Operating Officer
Michelle L. Freeman, President

| State of Maryland Land Instrument Intake Sheet <input type="checkbox"/> Baltimore City <input checked="" type="checkbox"/> County <u>Montgomery</u> <i>Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.</i> (Type or Print in Black Ink Only—All Copies Must Be Legible) | | | | | | | | | | | | | | | |
|--|--|--|--|---|--|---|--|---|--|---|--|--|--|------------------|--|
| 1 Type(s) of Instruments | | <input checked="" type="checkbox"/> Check Box if addendum Intake Form is Attached. <u>8. Subordination</u> | | | | | | | | | | | | | |
| 2 Conveyance Type Check Box | | 2 Deed | | 6 Amendment <u>Amended A/R</u> | | 1 Other Easement <u>ROFR</u> | | 3 Other Non-Comp Assumption | | | | | | | |
| | | 9 Deed of Trust | | 7 Unimproved Sale Arms-Length [1] | | 4 Multiple Accounts Arms-Length [3] | | 5 Not an Arms-Length Sale [9] | | | | | | | |
| 3 Tax Exemptions (if applicable) Cite or Explain Authority | | Recordation | | | | Purchase Money | | | | | | | | | |
| | | State Transfer | | | | Purchase Money | | | | | | | | | |
| | | County Transfer | | | | Purchase Money | | | | | | | | | |
| 4 Consideration and Tax Calculations | | Consideration Amount | | | | Finance Office Use Only Transfer and Recordation Tax Consideration | | | | | | | | | |
| | | Purchase Price/Consideration \$ 58,000,000.00 | | | | Transfer Tax Consideration \$ | | | | | | | | | |
| | | Any New Mortgage \$ 35,538,082.85 | | | | X () % = \$ | | | | | | | | | |
| | | Balance of Existing Mortgage \$ 22,564,208.50 | | | | Less Exemption Amount - \$ | | | | | | | | | |
| | | Other: \$ | | | | Total Transfer Tax = \$ | | | | | | | | | |
| | | Other: \$ | | | | Recordation Tax Consideration \$ | | | | | | | | | |
| | | Full Cash Value: \$ | | | | X () per \$500 = \$ | | | | | | | | | |
| 5 Fees | | Amount of Fees | | | | Doc. 1 | | Doc. 2 | | Agent: Tax Bill: C.B. Credit: Ag. Tax/Other: | | | | | |
| | | Recording Charge | | | | \$ 75.00 | | \$ 20.00 | | | | | | | |
| | | Surcharge | | | | \$ 40.00 | | \$ 40.00 | | | | | | | |
| | | State Recordation Tax | | | | \$ | | \$ 578,450.00 | | | | | | | |
| | | State Transfer Tax | | | | \$ | | \$ 290,000.00 | | | | | | | |
| | | County Transfer Tax | | | | \$ | | \$ 580,000.00 | | | | | | | |
| | | Other | | | | \$ | | \$ | | | | | | | |
| | | Other | | | | \$ | | \$ | | | | | | | |
| 6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | | District | | Property Tax ID No. (1) | | Grantor Liber/Folio | | Map | | Parcel No. | | Var. LOG | | | |
| | | 08 | | 01800441 | | 16901/472 | | HT53 | | N888 | | (5) | | | |
| | | Subdivision Name | | | | Lot (3a) | | Block (3b) | | Sect/AR (3c) | | Plat Ref. | | SqFt/Acreage (4) | |
| | | Parcel "A" Olney Village Mart | | | | | | | | | | | | | |
| | | Location/Address of Property Being Conveyed (2) | | | | | | | | | | | | | |
| | | 18330 Village Center Drive, Olney, MD 20832 | | | | | | | | | | | | | |
| | | Other Property Identifiers (if applicable) | | | | | | | | | | Water Meter Account No. | | | |
| | | Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: | | | | | | | | | | | | | |
| | | Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: | | | | | | | | | | | | | |
| | | If Partial Conveyance, List Improvements Conveyed: | | | | | | | | | | | | | |
| 7 Transferred From | | Doc. 1 – Grantor(s) Name(s) | | | | | | Doc. 2 – Grantor(s) Name(s) | | | | | | | |
| | | CMF Olney, L.P. | | | | | | CMF Olney, L.P. | | | | | | | |
| | | Doc. 1 – Owner(s) of Record, if Different from Grantor(s) | | | | | | Doc. 2 – Owner(s) of Record, if Different from Grantor(s) | | | | | | | |
| | | | | | | | | | | | | | | | |
| 8 Transferred To | | Doc. 1 – Grantee(s) Name(s) | | | | | | Doc. 2 – Grantee(s) Name(s) | | | | | | | |
| | | Olney Town Center L.L.C.; Olney Town Center Berlage L.L.C. | | | | | | WRIT Olney Village Center LLC | | | | | | | |
| | | Olney Town Center Chichester L.L.C.; CMF OTC L.L.C. | | | | | | | | | | | | | |
| | | New Owner's (Grantee) Mailing Address | | | | | | | | | | | | | |
| 9 Other Names to Be Indexed | | Doc. 1 – Additional Names to be Indexed (Optional) | | | | | | Doc. 2 – Additional Names to be Indexed (Optional) | | | | | | | |
| | | | | | | | | | | | | | | | |
| 10 Contact/Mail Information | | Instrument Submitted By or Contact Person | | | | | | | | | | <input checked="" type="checkbox"/> Return to Contact Person | | | |
| | | Name: Dianne E. Boyle | | | | | | | | | | <input type="checkbox"/> Hold for Pickup | | | |
| | | Firm Chicago Title Insurance Company | | | | | | | | | | <input type="checkbox"/> Return Address Provided | | | |
| | | Address: 2000 M Street NW Suite 610 | | | | | | | | | | | | | |
| | | Washington DC 20036 Phone: (202) 466-2266 | | | | | | | | | | | | | |
| 11 Assessment Information | | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER | | | | | | | | | | | | | |
| | | Yes <input checked="" type="checkbox"/> No | | Will the property being conveyed be the grantee's principal residence? | | | | | | | | | | | |
| | | Yes <input checked="" type="checkbox"/> No | | Does transfer include personal property? If yes, identify: | | | | | | | | | | | |
| | | Yes <input checked="" type="checkbox"/> No | | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). | | | | | | | | | | | |
| | | Assessment Use Only – Do Not Write Below This Line | | | | | | | | | | | | | |
| Terminal Verification | | Agricultural Verification | | Whole | | Part | | Tran. Process Verification | | | | | | | |
| Transfer Number | | Date Received: | | Deed Reference: | | Assigned Property No.: | | | | | | | | | |
| Year 20 | | 20 | | Geo. | | Map | | Sub | | Block | | | | | |
| Land | | | | Zoning | | Grid | | Plat | | Lot | | | | | |
| Buildings | | | | Use | | Parcel | | Section | | Occ. Cd. | | | | | |
| Total | | | | Town Cd. | | Ex. St. | | Ex. Cd. | | | | | | | |
| REMARKS: | | | | | | | | | | | | | | | |

Addendum

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Montgomery

The addendum form should be used when one transaction involves more than two instruments.
Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

| | | | | | | |
|--|---|---|----------------------------------|--|----------|------------------------------|
| 5 | (Continued) Fees | Amount of Fees | Doc. 3 | Doc. 4 | Doc. 5 | Doc. 6 |
| | | Recording Charge | \$ 75.00 | \$ 75.00 | \$ 75.00 | \$ 75.00 |
| | | Surcharge | \$ 40.00 | \$ 40.00 | \$ 40.00 | \$ 40.00 |
| | | State Recordation Tax | \$ | \$ | \$ | \$ |
| | | State Transfer Tax | \$ | \$ | \$ | \$ |
| | | County Transfer Tax | \$ | \$ | \$ | \$ |
| | | Other | \$ | \$ | \$ | \$ |
| | | Other | \$ | \$ | \$ | \$ |
| 7 | (Continued) Transferred From | Doc. 3 – Grantor(s) Names(s) | | Doc. 4 – Grantor(s) Names(s) | | |
| | | WRIT Olney Village Center LLC | | Washington Real Estate Investment Trust | | |
| | | Doc. 5 – Grantor(s) Names(s) | | Doc. 6 – Grantor(s) Names(s) | | |
| | | CMF Olney, L.P.; Carl M. Freeman Associates, Inc. | | WRIT Olney Village Center LLC | | |
| | | CMF Operating Company L.L.C.; WRIT Olney Village Center LLC | | | | |
| | | Washington Real Estate Investment Trust | | | | |
| | | Doc. 3 – Owners(s) of Record, if Different from Grantor(s) | | Doc. 4 – Owners(s) of Record, if Different from Grantor(s) | | |
| | | | | | | |
| | | Doc. 5 – Owners(s) of Record, if Different from Grantor(s) | | Doc. 6 – Owners(s) of Record, if Different from Grantor(s) | | |
| | | | | | | |
| | | | | | | |
| | | 8 | (Continued) Transferred To | Doc. 3 – Grantee(s) Names(s) | | Doc. 4 – Grantee(s) Names(s) |
| Olney Town Center L.L.C.; Olney Town Center Berlage L.L.C. | | | | Olney Town Center L.L.C.; Olney Town Center Berlage L.L.C. | | |
| Olney Town Center Chichester L.L.C.; CMF OTC L.L.C. | | | | Olney Town Center Chichester L.L.C.; CMF OTC L.L.C. | | |
| Doc. 5 – Grantee(s) Names(s) | | | | Doc. 6 – Grantee(s) Names(s) | | |
| Metropolitan Life Insurance Company | | | | Keith J. Willner | | |
| | | | | Frank H. Henneburg | | |
| | | | | | | |
| | | | | | | |
| 9 | (Continued) Other Names to be Indexed | Doc. 3 – Additional Names to be Indexed (Optional) | | Doc. 4 – Additional Names to be Indexed (Optional) | | |
| | | | | | | |
| | | Doc. 5 – Additional Names to be Indexed (Optional) | | Doc. 6 – Additional Names to be Indexed (Optional) | | |
| | | | | Metropolitan Life Insurance Company | | |
| | | | | | | |
| | | | | | | |
| | Special Instructions | Special Recording Instructions (if any) | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 42155, p. 0269, MSA_CE63_42232. Date available 09/12/2011. Printed 08/24/2020.

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Montgomery

*The addendum form should be used when one transaction involves more than two instruments.
Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

| | | | | | |
|---|--|---------------|--|---------------|----------------|
| 5 (Continued) Fees | Amount of Fees | Doc. <u>7</u> | Doc. <u>8</u> | Doc. <u>9</u> | Doc. <u> </u> |
| | Recording Charge | \$ 75.00 | \$ 75.00 | \$ 20.00 | \$ |
| | Surcharge | \$ 40.00 | \$ 40.00 | \$ 40.00 | \$ |
| | State Recordation Tax | \$ | \$ | \$ 1,025.00 | \$ |
| | State Transfer Tax | \$ | \$ | \$ | \$ |
| | County Transfer Tax | \$ | \$ | \$ | \$ |
| | Other | \$ | \$ | \$ | \$ |
| | Other | \$ | \$ | \$ | \$ |
| 7 (Continued) Transferred From | Doc. <u>7</u> - Grantor(s) Names(s) | | Doc. <u>8</u> - Grantor(s) Names(s) | | |
| | WRIT Olney Village Center LLC | | Metropolitan Life Insurance Company | | |
| | Washington Real Estate Investment Trust | | Washington Real Estate Investment Trust | | |
| | Doc. <u>9</u> - Grantor(s) Names(s) | | Doc. <u> </u> - Grantor(s) Names(s) | | |
| | WRIT Olney Village Center LLC | | | | |
| | | | | | |
| | Doc. <u> </u> - Owners(s) of Record, if Different from Grantor(s) | | Doc. <u> </u> - Owners(s) of Record, if Different from Grantor(s) | | |
| | | | | | |
| | Doc. <u>5</u> - Owners(s) of Record, if Different from Grantor(s) | | Doc. <u> </u> - Owners(s) of Record, if Different from Grantor(s) | | |
| | | | | | |
| 8 (Continued) Transferred To | Doc. <u>7</u> - Grantee(s) Names(s) | | Doc. <u>8</u> - Grantee(s) Names(s) | | |
| | Metropolitan Life Insurance Company | | WRIT Olney Village Center LLC | | |
| | | | | | |
| | Doc. <u>9</u> - Grantee(s) Names(s) | | Doc. <u> </u> - Grantee(s) Names(s) | | |
| | Mary Lou Ryce | | | | |
| | | | | | |
| 9 (Continued) Other Names to be Indexed | Doc. <u> </u> - Additional Names to be Indexed (Optional) | | Doc. <u> </u> - Additional Names to be Indexed (Optional) | | |
| | | | | | |
| | Doc. <u>9</u> - Additional Names to be Indexed (Optional) | | Doc. <u> </u> - Additional Names to be Indexed (Optional) | | |
| | Washington Real Estate Investment Trust | | | | |
| Special Instructions | Special Recording Instructions (if any) | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 42155, p. 0270, MSA_CE63_42232. Date available 09/12/2011. Printed 08/24/2020.

Exhibit D

ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment"), dated as of June ~~26~~, 2013, by and among Fitness World of Olney, Inc., a Maryland corporation ("Assignor"), and GBG Inc., a Virginia corporation ("Assignee"). Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Lease (as hereinafter defined).

WITNESSETH:

WHEREAS, Assignor and CMF Olney, L.P. ("Landlord") are parties to that certain Retail Lease, dated July 26, 2011 (as amended, the "Lease"), pursuant to which Landlord did lease to Assignor, and Assignor did lease from Landlord, the Premises (as defined in the Lease), which Premises are located in Olney, Maryland; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated June 19, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer certain personal property and contracts to Assignee, including the Lease; and

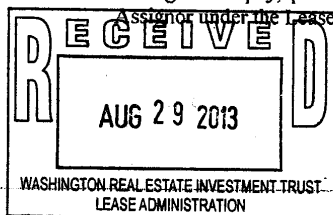
WHEREAS, as an inducement to Assignor to assign the Lease to Assignee, Gold's Gym International, Inc. has agreed to guaranty all of Assignee's obligations under the Lease from and after the date hereof pursuant to, and on the terms contained in, a Guaranty in the form of Exhibit "A" attached hereto in favor of Landlord dated as of the date hereof.

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally and equitably bound, do hereby agree as follows:

1. Assignment and Assumption of Lease.

(a) Assignor hereby assigns, transfers and conveys to Assignee, free and clear of all liens, security interests, prior assignments and other encumbrances (other than any applicable landlord's lien), all of Assignor's right, title and interest, as the tenant in and to the Lease, to have and to hold the same unto Assignee, its successors and assigns, forever, after the date hereof, subject to the terms, covenants, conditions and provisions of the Lease.

(b) Assignee hereby accepts the foregoing assignment and assumes and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Lease, accruing on or after the date hereof.



(c) Assignee agrees to be bound by and subject to all of the terms, covenants and conditions of the Lease as now in effect or hereafter amended by the mutual agreement of Assignee and Landlord including, without limitation, the obligation to pay the rent and other amounts provided for under the Lease, the covenant to use the Premises for only the purposes specifically permitted under the Lease, unless otherwise approved by Landlord, and the covenant against further assignment.

2. Miscellaneous.

(a) This Assignment and Assumption of Lease may be executed in one or more counterparts, each of which shall constitute a part of the same instrument.

(b) This Assignment and Assumption of Lease is made without any covenant, warranty or representation by Assignor except as otherwise provided in the Purchase Agreement and in this Assignment.

(c) This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises is located, without giving effect to the conflicts of law or choice of law provisions thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment and Assumption of Lease has been
executed on the date and year first above written.

ASSIGNOR:

Fitness World of Olney, Inc.,
a Maryland corporation

By: 

Name: Peter Ham

Title: Pres

ASSIGNEE:

GBG Inc., a Virginia corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment and Assumption of Lease has been
executed on the date and year first above written.

ASSIGNOR:

Fitness World of Olney, Inc.,
a Maryland corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

GBG Inc., a Virginia corporation

By:  _____

Name: R. Brandon Beach

Title: Chairman

EXHIBIT "A"

FORM OF GUARANTY

GUARANTY

This Guaranty (the "Guaranty"), executed by Gold's Gym International, Inc. (the "Guarantor") in favor of CMF Olney, L.P. a Maryland limited partnership with an address of 18330 Village Center Drive, 2nd Floor, Olney, Maryland 20832 (the "Landlord").

RECITALS

WHEREAS, Landlord has leased to GBG Inc., a Virginia corporation (the "Tenant"), and Tenant has leased from Landlord, certain premises within that certain Olney Village Center located at 18330 Village Center Drive, 1st Floor, Olney, Maryland 20832, which premises (the "Premises") is more particularly described in that certain Lease assigned to and assumed by Tenant pursuant to an Assignment and Assumption Agreement dated June 26, 2013 (the "Lease");

WHEREAS, "Obligations" shall mean all obligations, liabilities, and indebtedness of Tenant to Landlord, now or hereafter existing under the Lease from and after the date hereof or with respect to the Premises (including, without limitation all Rent payable by Tenant to Landlord), together with all: (a) interest accruing thereon; and (b) costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in the enforcement or collection thereof; and

WHEREAS, Landlord, as a condition to entering into the Lease, has required that Guarantor enter into this Guaranty;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Guarantor covenants and agrees as follows:

1. Guaranty. Guarantor absolutely and unconditionally guarantees the full and prompt payment and performance when due of the Obligations. This Guaranty shall continue, in full force and effect throughout the Term and thereafter, until all of the Obligations are paid and performed in full.
2. Representations. Guarantor hereby represents and warrants to Landlord that: (a) this Guaranty is the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms and conditions; (b) there is no action or proceeding at law or in equity, or by or before any court or

governmental instrumentality or agency, now pending against or, to the knowledge of Guarantor, threatened against, Guarantor that may materially and adversely affect the financial condition of Guarantor; (c) all balance sheets, earnings statements, and other financial data that have been or hereafter may be furnished to Landlord in connection with this Guaranty do and shall represent fairly the financial condition of Guarantor as of the dates on which, and for the periods for which, such balance sheets, earning statements, and other data are furnished; (d) all other information, reports, and other papers and data furnished to Landlord shall be accurate and correct in all material respects at the time given; and (e) Guarantor is solvent.

3. Sublease or Assignment of Lease. In the event the Tenant's interest in the Lease is sublet or assigned, unless Guarantor is expressly released by Landlord under the terms of the Lease or otherwise, Guarantor's obligations under this Guaranty shall continue and the term "Tenant" shall be deemed to include any assignee(s) of Tenant's interest through the full Term of the Lease.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the 26th day of June, 2013.

"GUARANTOR"

Gold's Gym International, Inc.


By: 
Name: R. Brandon Born
Title: Chairman

Exhibit E

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment"), is made as of July 23, 2019 (the "Effective Date"), by and between WRIT OLNEY VILLAGE CENTER LLC, a Delaware limited liability company ("Assignor"), and GRI OLNEY VILLAGE, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, by Purchase and Sale Agreement (as amended, the "Sale Agreement") dated as of June 26, 2019, by and between, inter alia, Assignor and Assignee, Assignor agreed to sell to Assignee the real property and the improvements located thereon more particularly described on Exhibit A attached hereto ("Property");

WHEREAS, the Sale Agreement provides, *inter alia*, that Assignor shall assign to Assignee certain leases and Assignee shall assume all of the obligations of Assignor under such leases from and after the date of such assignment, and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment of Tenant Leases. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's interest as landlord in all leases with tenants and any amendments, guaranties and other documents relating thereto for all or any portion of the Property described on Exhibit B attached hereto (collectively, the "Leases"). Assignee hereby assumes all liabilities and obligations of Assignor under the Leases arising or accruing after the Effective Date, including in connection with the collection, maintenance and proper application of all lease security and other deposits, and interest thereon, if any, made by tenants under the Leases, to the extent Assignee has received such deposits (or received a credit against the purchase price for the Property) at closing under the Sale Agreement.

2. Indemnity of Assignee. Assignor agrees to indemnify, hold harmless and defend Assignee from and against any and all claims, expenses, costs, obligations and liabilities (including reasonable attorneys' fees) (collectively, "Claims") that may, at any time be asserted by a third party, or be suffered or incurred by Assignee on account of Assignor's failure to perform any covenants and obligations under the Leases arising or accruing prior to the Effective Date. The foregoing indemnification obligation shall remain operative and shall survive the delivery of this Assignment only with respect to Claims made in writing not later than nine (9) months after the Effective Date.

3. Indemnity of Assignor. Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all Claims that may, at any time be asserted by a third party, or be suffered or incurred by Assignor on account of Assignee's failure to perform any covenants and obligations under the Leases arising or accruing on or after the Effective Date. The foregoing indemnification obligation shall remain operative and shall survive the delivery of this Assignment only with respect to Claims made in writing not later than nine (9) months after the Effective Date.

4. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the Sale Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of Maryland applicable to agreements made and to be wholly performed within the State of Maryland and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

6. Exculpation. Notwithstanding anything to the contrary contained in this Assignment, no director, officer, employee, shareholder, member, manager, affiliate, partner or agent of Assignor or Assignee nor any of such parties' directors, officers, employees, shareholders, members, managers, partners, joint venturers or agents, nor any other person, partnership, limited liability company, corporation, joint venture or trust, as principal of any party, whether disclosed or undisclosed (collectively, the "Exculpated Parties") shall have any personal obligation or liability hereunder, and neither party shall seek to assert any claim or enforce any of its rights hereunder against any Exculpated Party.

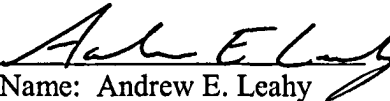
[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Leases to be executed as of the Effective Date.

ASSIGNOR:

WRIT OLNEY VILLAGE CENTER LLC,
a Delaware limited liability company

By: Washington Real Estate Investment Trust,
its sole member

By: 
Name: Andrew E. Leahy
Title: VP - Investments

ASSIGNEE:

GRI OLNEY VILLAGE, LLC,
a Delaware limited liability company

By: Global Retail Investors, LLC, a Delaware limited liability
company, sole member

By: First Washington Realty, Inc., a Maryland corporation,
manager

By: _____
Name: Alex Nyhan
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Leases to be executed as of the Effective Date.

ASSIGNOR:

WRIT OLNEY VILLAGE CENTER LLC,
a Delaware limited liability company

By: Washington Real Estate Investment Trust,
its sole member

By: _____
Name: _____
Title: _____

ASSIGNEE:

GRI OLNEY VILLAGE, LLC,
a Delaware limited liability company

By: Global Retail Investors, LLC, a Delaware limited liability
company, sole member

By: First Washington Realty, Inc., a Maryland corporation,
manager


By:  _____
Name: Alex Nyhan
Title: Chief Executive Officer

Exhibit A to ASSIGNMENT OF LEASES

Legal Description

All of that certain lot or parcel of land situated, lying and being in Montgomery County, Maryland, and being more particularly described as follows:

Parcel "A" as shown on a plat of subdivision entitled "OLNEY VILLAGE MART", recorded in Plat Book 103 at Plat No. 11693, among the Land Records of Montgomery County, Maryland. Said piece or parcel being more particularly described by metes and bounds as follows:

Beginning for the same at an iron pipe set at the southeasterly corner of said Parcel "A", said corner also being on the northeasterly right-of-way line of Olney-Sandy Spring Road, Maryland Route No. 108 (variable width) as shown on the aforesaid plat of subdivision and thence running with the boundary of the aforesaid Parcel "A" the following sixteen courses and distances and also running with part of said northeasterly right-of-way line the following four courses and distances.

- 1) North 55 degrees 47' 14" West 189.00 feet to an iron pipe set; thence
- 2) North 57 degrees 13' 10" West 200.00 feet to an iron pipe set; thence
- 3) North 62 degrees 55' 48" West 50.25 feet to an iron pipe set; thence
- 4) North 57 degrees 13' 10" West 175.00 feet to an iron pipe set at the southeasterly line of truncation connecting the aforesaid northeasterly right-of-way line to the easterly right-of-way line of Hillcrest Avenue (40 feet from the centerline) as shown on the aforementioned plat of subdivision; thence running with said line of truncation the following course and distance
- 5) North 20 degrees 18' 22" West 10.18 feet to an iron pipe set on said easterly right-of-way line; thence running with the aforesaid easterly right-of-way line the following course and distance
- 6) North 06 degrees 46' 11" East 762.86 feet to an iron pipe set on the northerly right-of-way line of said Hillcrest Avenue; thence running with part of said northerly right-of-way line the following course and distance
- 7) South 86 degrees 01' 57" West 9.98 feet to the southeast corner of a conveyance to Richard I, Hanes by deed dated January 8, 1998 and recorded among the aforesaid land records in Liber 15664 at Folio 065; thence running with the easterly line of said conveyance and then continuing past said conveyance
- 8) North 03 degrees 43' 43" West 426.47 feet to an iron pipe set; thence
- 9) North 33 degrees 08' 00" East 56.81 feet to an iron pipe set; thence
- 10) North 30 degrees 38' 00" East 114.00 feet to an iron pipe set; thence

11) North 79 degrees 32'00" East 30.63 feet to an iron pipe set; thence

12) North 44 degrees 48'00" East 15.33 feet to an iron pipe set on the southwesterly right-of-way line of Appomattox Avenue (80 feet wide Right-of-Way) as shown on the aforementioned plat of subdivision; thence running with part of said southwesterly right-of-way line the following three (3) courses and distances

13) 233.82 feet along the arc of a non-tangential curve to the right having a radius of 560.00 feet and a chord bearing and length of South 45 degrees 23' 42" East 232.13 feet to an iron pipe set; thence

14) South 33 degrees 26'00" East 442.20 feet to an iron pipe set; thence

15) 194.02 feet along the area of a tangential curve to the left having a radius of 640.00 feet and a chord bearing and length of South 42 degrees 07'04" East 193.27 feet to an iron pipe found at the northwesterly corner of Parcel "B" as shown on a plat of subdivision entitled "PARCEL "B", OLNEY VILLAGE MART" and recorded among the aforementioned land records as Plat No. 16445; thence running with the westerly line of said Parcel "B"

16) South 11 degrees 14'40" West 1,030.63 feet to the place of beginning, containing a record area of 770,802 square feet of 17.6952 acres of land, more or less.

TOGETHER WITH those certain easements set forth in the Declaration of Easements and Related Agreements, recorded in Liber 5130 at folio 849.

TOGETHER WITH those certain non-exclusive easements set forth in the Reciprocal Easement Agreement by and between CMF Olney, L.P., Olney Town Center L.L.C., Olney Town Center Berlage L.L.C., Olney Town Center Chichester L.L.C. and CMF OTC L.L.C. dated August 30, 2011 and recorded, September 6, 2011 in Liber 42155 at folio 234.

Exhibit B to ASSIGNMENT OF LEASES

List of Leases

| | | | |
|---------------------------------|--|---|---|
| Property <i>Olney</i> | D/B/A: Academy of Martial Arts | Tenant Name: Scott Teague's Academy of Martial Arts, Inc. | Lease Index: <ul style="list-style-type: none"> - Shopping Center Lease dated 9/2/15 - Guaranty dated 8/24/15 - Memorandum of Lease Commencement Date dated 9/28/15 - First Amendment to Lease dated 3/9/16 - Shopping Center Lease dated 5/15/19 - Memorandum of Lease Commencement Date dated 6/17/19 - Shopping Center Lease dated 6/4/12 - Guaranty dated 6/1/12 - Memorandum of Lease Commencement Date dated 6/5/12 - First Amendment to Lease dated 2/14/17 - Retail Lease dated 1/15/03 - Guaranty dated 1/13/03 - Letter dated 12/17/12 re: Exercise of Renewal Option - Letter dated 11/21/17 re: Exercise of Renewal Option - Retail Lease dated 1/7/03 - First Amendment to Lease dated 8/29/12 - Second Amendment to Lease dated 6/12/17 - Retail Lease dated 12/1/03 - Guaranty of Lease dated 11/22/03 - Addendum to Lease dated 12/1/03 - Second Addendum to Lease dated 3/15/04 - Third Addendum to Lease dated 8/17/04 - Assignment and Assumption of Lease dated 9/8/10 - Letter dated 12/1/18 re: T's Exercise of Renewal Option - Indenture of Lease dated 3/24/87 - Guarantee dated 4/6/87 - First Amendment to Indenture of Lease dated 5/30/97 - Assignment and Lease Modification Agreement dated 12/31/99 - Relocation Addendum dated 7/9/02 - Fourth Lease Amendment and Extension of Lease dated 1/22/09 - Fifth Amendment to Lease dated 8/5/14 - Sixth Amendment to Lease dated 3/21/19 - Shopping Center Lease dated 12/1/95 - Guaranty dated 11/20/95 - Assignment and Lease Modification Agreement dated 8/29/01 - Lease Amendment and Extension of Lease dated 11/25/05 - Third Lease Amendment and Extension of Lease dated 1/7/11 - Fourth Amendment to Lease dated 9/5/13 - Fifth Amendment to Lease and Assignment of Lease and Landlord's Consent dated 4/11/14 |
| <i>Olney</i> | Banfield Pet Hospital | Medical Management International, Inc. | |
| <i>Olney</i> | Cabinet Discounters | Cabinet Discounters, Inc. | |
| <i>Olney</i> | California Tortilla | Callort Development Corporation | |
| <i>Olney</i> | Carpet & Vacuum Expo | Atlas Service Center, Inc. | |
| <i>Olney</i> | Cold Stone Creamery | Coldkiss Hana, Inc. | |
| <i>Olney</i> | Dino's Barber and Stylist II | Theofilos Siskos and Loukia Siskos | |
| <i>Olney</i> | Dunkin' Donuts | Luis Group Two, LLC | |

| <i>Property</i> | <i>D/B/A:</i> | <i>Tenant Name:</i> | <i>Lease Index:</i> |
|-----------------|---------------------------------|--------------------------------|---|
| <i>Olney</i> | Eye Works | Eye Works, Inc. | <ul style="list-style-type: none"> - Retail Lease dated 10/14/03 - Certificate of Acceptance dated 10/14/03 - Lease Amendment and Extension of Lease dated 2/26/09 - Second Lease Amendment and Extension of Lease dated 5/30/14 - Settlement Agreement & Mutual Release dated 5/30/14 - Shopping Center Lease dated 6/20/95 - Addendum to Lease dated 2/11/00 - Second Addendum to Lease dated 12/18/03 - Third Lease Amendment and Extension of Lease dated 4/22/09 - Fourth Amendment to Lease dated 7/30/12 - Fifth Amendment to Lease dated 12/5/14 - Letter dated 5/31/19 re: Rescission of Sixth Amendment - Retail Lease dated 7/26/11 - Guaranty of Lease dated 2/16/11 - Memorandum of Lease Commencement Date dated 11/27/12 - Assignment and Assumption of Lease dated 6/26/13 - Retail Lease dated 1/7/03 - Certificate of Acceptance dated 12/20/02 - Guaranty of Lease dated 1/7/03 - First Amendment to Lease dated 9/30/13 - Lease Agreement dated 1/10/02 - Letter Agreement dated 4/18/02 re: T's Consent for Relocation of Karate Studio - Letter Agreement dated 7/1/02 re: T's Consent for Operation of Little Gym - Commencement Date Agreement dated 2/4/05 - Letter dated 8/24/12 re: Exercise of Renewal Option - Letter Agreement dated 7/21/17 re: LL's Consent for Cart Corrals - Letter dated 8/15/17 re: Exercise of Renewal Option - First Amendment to Lease dated 5/20/19 - Shopping Center Lease dated 9/30/13 - Guaranty dated 9/26/13 - Shopping Center Lease dated 5/11/17 - Guaranty dated 5/6/17 - Letter dated 12/1/17 re: Commencement Date - Opening Notice dated 5/21/19 - Retail Lease dated 10/19/99 - Guaranty of Lease dated 10/12/99 - Addendum to Lease dated 10/1/00 - Second Addendum to Lease dated 7/11/02 - Third Lease Amendment and Extension of Lease dated 10/1/09 - Guaranty dated 4/2/19 |
| <i>Olney</i> | GNC or General Nutrition Center | General Nutrition Corporation | |
| <i>Olney</i> | Gold's Gym | GBG Inc. | |
| <i>Olney</i> | Hair EFX | Hair EFX, Inc. | |
| <i>Olney</i> | HomeGoods | HomeGoods, Inc. | |
| <i>Olney</i> | Hunan Delight | Jetta Chinese Restaurant, Inc. | |
| <i>Olney</i> | IHOP Restaurant or IHOP | Harvest Olney, Inc. | |
| <i>Olney</i> | Mamma Lucia | Mamma Lucia of Olney, Inc. | |

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|---------------------------------|-----------------------------------|---|--|
| Property <i>Olney</i> | D/B/A: Massage Envy Spa | Tenant Name: Massage Envy of Olney, LLC | <ul style="list-style-type: none"> - Fourth Amendment to Lease and Extension of Lease dated 4/8/19 - Lease Index: - Shopping Center Lease 11/26/14 - Guaranty dated 11/13/14 - Memorandum of Lease Commencement Date dated 12/9/14 - Shopping Center Lease dated 3/5/14 - Guaranty dated 2/15/14 - Memorandum of Lease Commencement Date dated 3/6/14 - First Amendment to Lease and Assignment of Lease and Landlord's Consent dated 10/19/16 - Retail Lease dated 5/29/08 - Guaranty of Lease dated 5/14/08 - Certificate of Acceptance dated 5/29/08 - Letter (undated) re: Exercise of Renewal Option - First Amendment to Lease dated 7/30/18 - Shopping Center Lease dated 9/14/18 - Guaranty dated 8/17/18 - Memorandum of Lease Commencement Date dated 10/28/18 - Letter dated 12/24/18 re: Class D, Beer & Light Wine License - Retail Lease dated 12/21/09 - Guaranty of Lease dated 12/1/09 - First Amendment to Lease and Assignment of Lease and Landlord's Consent dated 12/20/12 - Second Amendment to Lease dated 7/29/15 - Retail Lease dated 11/18/10 - Certificate of Acceptance 11/18/10 - Guaranty of Lease dated 10/4/10 - First Amendment to Lease and Assignment of Lease and Landlord's Consent dated 7/15/19 - Shopping Center Lease dated 10/25/17 - Memorandum of Lease Commencement Date dated 12/7/17 - Agreement of Lease dated 6/28/16 - Memorandum of Lease Commencement Date dated 8/1/16 - Letter dated 10/21/16 re: Opening Date |
| <i>Olney</i> | Mathnasium of Olney | Swati Human Development LLC | |
| <i>Olney</i> | Moby's House of Kabobs | Moby Dick XI Olney, Inc. | |
| <i>Olney</i> | Olney Beer and Wine | Merc Enterprises, Incorporated | |
| <i>Olney</i> | Party USA | Baljinder K. Daisy and Harjinder Kumar | |
| <i>Olney</i> | Pho & Grill | Avocado Associates II, LLC | |
| <i>Olney</i> | Pivot Physical Therapy | Professional Sports Care & Rehab LLC | |
| <i>Olney</i> | Sally Beauty Supply | Sally Beauty Supply LLC | |

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|--------------------------|-----------------------------------|--|---|
| Property Olney | D/B/A: Sargent Cleaners | Tenant Name: Lyhn C. Keem and Heidi Keem | Lease Index: <ul style="list-style-type: none"> - Indenture of Lease dated 8/10/77 - Addendum to Lease dated 9/13/83 - Amendment to Lease dated 1/28/94 - Third Amendment to Lease and Consent to Assignment dated 4/16/94 - Second Amendment to Lease dated 4/25/95 - Addendum to Lease dated 3/9/00 - Relocation Addendum dated 1/11/02 - Seventh Addendum to Lease dated 1/11/02 - Eight Amendment to Lease dated 7/16/12 - Ninth Amendment to Lease dated 12/15/16 - Lease dated 7/28/93 - Letter Agreement dated 9/28/93 re: Lease Date - Certificate of Commencement dated 1/6/97 - Letter dated 3/26/97 re: Expiration Date - Assignment and Assumption of Leases dated 7/29/97 - Letter dated 9/1/97 re: T Merger - Letter dated 11/12/98 re: T Acquisition - Letter dated 9/1/99 re: T Merger - Letter Agreement dated 7/20/01 re: S/C Modifications - Addendum to Lease dated 11/12/02 - Letter dated 6/17/13 re: Term Extension - Letter dated 6/18/18 re: Notice of Assignment and Term Extension - Indenture of Lease dated 7/15/77 - Guaranty of Performance dated 7/11/77 - Lease Modification Agreement dated 4/18/97 - Lease Amendment and Extension of Lease dated 3/3/04 - Third Lease Amendment and Extension of Lease dated 9/2/08 - Fourth Lease Amendment and Extension of Lease dated 3/11/10 - Fifth Lease Amendment and Extension of Lease dated 6/28/10 - Sixth Lease Amendment and Extension of Lease dated 7/30/10 - Letter dated 5/30/19 re: T Merging w/ BB&T - Lease Agreement dated 1/10/02 - Letter Agreement dated 4/18/02 re: T's Consent for Relocation of Karate Studio - Letter Agreement dated 7/1/02 re: T's Consent for Operation of Little Gym - Letter dated 11/12/12 re: Exercise of Renewal Option - Letter dated 4/16/18 re: Exercise of Renewal Option - First Amendment to Lease dated 5/20/19 |
| Olney | Shoppers Food Warehouse | Giant of Maryland LLC | |
| Olney | SunTrust | SunTrust Bank | |
| Olney | T.J. Maxx | The TJX Companies, Inc. | |

| | | | |
|---------------------------------|---------------------------------|---------------------------------------|---|
| Property <i>Olney</i> | D/B/A: The Little Gym | Tenant Name: EA Brody, Inc. | Lease Index: <ul style="list-style-type: none"> - Retail Lease dated 11/12/02 - Guaranty of Lease dated xx/xx/02 - Lease Amendment and Extension of Lease dated 5/31/09 - Second Lease Amendment and Rent Reduction Agreement dated 9/27/10 - Third Amendment to Lease dated 12/1/14 - Indenture of Lease dated 5/7/91 - Addendum to Lease dated 1/31/02 - Letter Agreement dated 4/21/05 re: Delivery Date - Letter Agreement dated 9/9/06 re: Exercise of Renewal Option - Letter dated 12/9/11 re: Exercise of Renewal Option - Lease Amendment Agreement dated 2/15/17 - Shopping Center Lease dated 6/7/17 - Memorandum of Lease Commencement Date dated 7/25/17 - Retail Lease dated 10/29/09 - Guaranty of Lease dated 10/26/09 |
| <i>Olney</i> | The Sherwin-Williams Company | The Sherwin-Williams Company | |
| <i>Olney</i> | T-Mobile | 18240 Olney Village Dr 20832 Inc. | |
| <i>Olney</i> | Venetian Spa Nails | Venetian Nail & Spa, LLC | |