

[REDACTED]

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COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the ____ day of February _____ 2011, by **S & K Investments LLC** or its successor in interest, (Landlord), the Owner and **Society JJ, LLC** (Tenant). 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.

WITNESS that Landlord has agreed to let unto Tenant the hereunder described premises subject to the terms and conditions set forth as follows:

1. **LEASED PREMISES:**

Entire building located at 8229-8231 Georgia Avenue, in Silver Spring, Maryland, 20910 and known as Montgomery County Tax Map district 13, account numbers 01041905 & 01041916 and located within Easleys Subdivision, Block O, Lots P3D & 3C as more particularly delineated on "**Exhibit A**" attached hereto and comprising approximately 4,000 sq. ft. of building and 4,575 sq. ft. of land and referred to herein as the "Leased Premises" or "Premises". In addition, and at no additional rent or charge hereunder, Tenant shall be permitted to provide tables and seats with umbrellas in the sidewalk areas directly adjacent and/or in front of the Leased Premises the "Outdoor Seating Area", all in compliance with applicable laws, codes, zoning, rules and regulations.

2. **TERM:**

a. The Lease shall commence on the date of this Lease as provided above (the "Lease Commencement Date") and shall expire on the last day of the calendar month that is ten (10) years after the Lease Commencement Date. Simultaneously with execution of this Lease and the Tenant remitting to Landlord the security deposit and advanced rent hereunder, the parties will execute the Liquor License Application (as herein defined) i and the Landlord will provide Tenant the key to the Leased Premises. The "Liquor License" is the liquor license to be issued by Montgomery County, Maryland to permit and allow Tenant to offer the sale of beer, wine and liquor at the Leased Premises, 7-days a week. The "Liquor License Application", a copy of which is attached to this Lease, is the application to be signed by Landlord and Tenant to permit the issuance of the Liquor License. The Lease shall continue for ten (10) years after the Lease Commencement Date except as described in this Agreement. Upon Landlord providing Tenant with a key to the Leased Premises after the signing of this Lease, Tenant acknowledges at such time it has a copy of a key to the Leased Premises.

b. Provided Tenant is in full compliance with all terms and conditions of this Lease at the time of exercise of the option herein provided, there will be one option of ten (10) years to extend this Lease if the Tenant and Landlord can agree on the market rate and terms prior to the date that is one hundred eighty (180) days prior to the expiration of the Tenant's initial term, each party agreeing to use commercially reasonable efforts in determining such market rate and terms. Any extension must be

agreed to and executed between the Landlord and Tenant in writing prior to the date that is 180 days prior to expiration of the initial term hereof. In the event the parties fail to timely agree and execute said Lease extension, then Tenant's right to a Lease extension hereunder shall be deemed null and void and of no further force and effect.

3. MONTHLY RENT:

a. For the first year of this Lease the Base Annual Rent shall be One Hundred Three Thousand Two Hundred Dollars (\$103,200.00), Payable in advance on the first (1st) day of each calendar month throughout the Lease term and any extensions thereof in monthly rent installments of Eight Thousand Six Hundred and 00/100 Dollars (\$8,600.00), without offset, deduction, setoff, diminution or abatement, except the Abated Rent as defined in Paragraph 5 of the Lease.

b. Increases:

During the term of the lease, the base rent will be increased by 3% annually over the preceding year's base rent. Said increases will become effective on the 1st day of the calendar month that the anniversary of the Lease Commencement Date falls on each year of this Lease.

c. Deposits:

Concurrently, with the execution of this Lease, Tenant shall deposit with Landlord, and thereafter during the continuance of this Lease, as further defined herein, shall maintain on deposit with Landlord, the sum of equal Twenty Five Thousand Eight Hundred and 00/00 Dollars (\$25,800.00) as security for the full, prompt and faithful payment and performance by Tenant of all obligations hereunder. If any defaults on the part of the Tenant occur between the execution of this Lease and the lease termination date then Landlord shall have the right, in addition to all other rights and remedies under this Lease and Maryland law, (i) to draw against the deposit as necessary to cure such default, and (ii) to have the deposit restored to the full amount provided. Landlord shall have thirty (30) days beyond the expiration of the term of this Lease, or any extensions, to inspect the Premises and determine what, if any, final amounts are owed by the Tenant. In the event that the Tenant has damaged the Premises or there are outstanding amounts due from Tenant, then Landlord may deduct the cost of repairs or outstanding amounts from the Tenant's security deposit and return the balance, if any, within (30) days. No interest shall be payable to Tenant on the security deposit held by Landlord.

The foregoing provision shall not be deemed to limit the Landlord's relief to the amount of the security deposit, it being understood that Landlord shall be entitled to receive from Tenant full payment for any damages resulting from Tenants default hereunder.

Notwithstanding the provisions in this paragraph 3c, it is agreed that in the event Tenant is not in default of this Lease beyond applicable notice and cure periods the security deposit will be reduced by Eight Thousand Six Hundred and XX/00 Dollars (\$8,600.00) and this amount will be applied towards the monthly base rent due for the 61st month's rental payment due hereunder. However, it is understood and agreed that in the event the Tenant is in default beyond applicable notice and cure periods at such

time when the 61st month's rental payment being due, Landlord will not be obligated to apply any of the security deposit towards rent and Landlord will hold the full security deposit for the full term of the Lease as security for the full, prompt and faithful performance by Tenant of all obligations hereunder.

d. **Time for Payment of Monthly Rent:**

Subject to the provisions of Paragraph 5a below, Tenant shall pay a pro-rata portion of the first (1st) monthly installment of rent based upon the fraction of the month remaining on the day of possession of the Premises. Thereafter, Tenant shall pay full monthly rent installments in advance on the first day of each succeeding month. Tenant shall pay said rent at the time specified and without deduction or demand. **It is agreed that all rental payments will be made payable to S & K Investments, LLC and mailed to 9450 Birdhouse Circle, Columbia, Maryland 21046. Landlord may change this mailing address from time to time upon written notice to Tenant.** A late charge of five percent (5%) of the amount due shall be charged the Tenant for any installment of rent or additional rent not received by Landlord within ten (10) days of the due date. Such a late charge shall be considered additional rent. The first full Monthly Rent payment due under this Lease and the security deposit shall be due and payable at Lease ratification. In the event the Tenant fails to pay the rent and/or late charge of 5% within thirty (30) days from the date it is due then the unpaid rent and late charge shall accrue interest at a monthly rate of 1.5% per month thereafter.

4. **INSURANCE:**

a. Fire Insurance: Tenant agrees that it will not do anything that will cause its insurance against loss by fire or other hazards, as well as public liability insurance, to be cancelled, or that will prevent Tenant from procuring same in acceptable companies and at standard rates. Tenant will further do everything reasonably possible and consistent with the conduct of Tenant's business, to obtain the lowest possible rates for fire and liability insurance on the Premises. Tenant will obtain and maintain throughout the term of this Lease and any extensions thereof a loss of business income policy covering at least one (1) year of lost income and a fire insurance policy insuring the full replacement cost of the interior, nonstructural portions of the Leased Premises and Tenant's fixtures and equipment and Landlord will be named as additionally insured on said policy, a copy of which will be forwarded directly to Landlord at the commencement of this Lease. Said policy will provide that the insurance company notify the Landlord at least (thirty) 30 days prior to cancellation of said policy. In the event Tenant obtains a policy from any other insurance company Tenant shall immediately forward the new policy to Landlord. Time being of the essence.

b. All insurance proceeds recoverable upon any loss or damage to the Leased Premises that is Tenant's responsibility to insure shall be paid to Tenant including with respect to property of Tenant, and all insurance proceeds recoverable by Landlord applicable to Landlord's obligation to insure under this paragraph 4 which Landlord agrees to fully insure, shall be payable to Landlord. Tenant shall maintain and pay the premium for insurance covering loss or damage to Tenants goods or other property throughout the term of this lease.

c. If, in the event of any damage or destruction by fire or

other cause, any fee mortgagee entitled to insurance proceeds refuses to permit the same to be used for repair and restoration of the damage and elects to apply the same on account of the mortgage debt, Landlord may apply for a new loan or mortgage (defined under this Agreement as including a Deed of Trust). In the event Landlord, after making a good faith effort to refinance restoration, cannot obtain a new loan or mortgage, or in the event Tenant, after making a good faith effort to obtain the proceeds of which would be used for the necessary restoration required of Tenant under this paragraph 4, then notwithstanding anything herein contained to the contrary, Tenant and Landlord each shall have the option, exercisable by written notice to the other party sent no sooner than ninety (90) days and no later than one hundred twenty (120) days after such damage, destruction, or other cause, to terminate this Lease Agreement.

d. All personal property in the Leased Premises shall be and remain at Tenant's risk and, except for the negligence or willful misconduct of Landlord, its agents or employees. Landlord shall not be liable for any damage to, or loss of such personal property, nor to any loss, injury or damage to, or claimed to be occasioned to the conduct, pursuit and/or operation of Tenant's business upon said premises arising from any acts of the Landlord, his agents, servants or employees, or of any other persons, nor from the leaking roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person or employees of the Tenant or other persons, invitees or customers in or about said premises.

e. Tenant shall during the full term of this Agreement, carry in a company acceptable to Landlord, full coverage insurance on all plate glass in said premises and cause same to be replaced if chipped, cracked or broken, said insurance policy or certificate from Tenant's insurance company to be deposited with Landlord; and such policy shall provide that it shall not be cancelled for any reason unless and until Landlord or his agent is given thirty (30) days notice in writing by the insurance company.

f. Except for the negligence or willful misconduct of Landlord, its agents, employees, or contractors, Tenant shall indemnify and save harmless the Landlord for any and all liability, including, by way of example but not limitation, reasonable attorney's fees, damage, expenses, court costs, claims or judgments arising from injury to person or property on the Leased Premises or upon the adjoining sidewalks and parking areas. In order to assure such indemnity the Tenant agrees to carry and keep in full force and effect at all times during the term of this Lease public liability insurance coverage of no less than Two Million Dollars (\$2,000,000) per occurrence for damages in any one incident, \$3,000,000 aggregate. Landlord and its agents shall be named in said policy as an additional insured, by an insurance company acceptable to the Landlord. Tenant shall before the commencement date of this Lease deliver to the Landlord a copy of said policy or a certificate showing the same to be in force and effect, and such policy shall provide that it shall not be cancelled for any reason unless and until Landlord is given thirty (30) days notice in writing by the insurance company. Landlord may carry such additional coverage as it may elect. **TENANT WILL PROVIDE THE LANDLORD WITH A COPY OF THE INSURANCE BINDER AT LEASE COMMENCEMENT.** No construction will commence until Landlord has received this document. Notwithstanding anything herein contained to the contrary, Tenant shall not be liable for, and Landlord shall protect, defend, indemnify and hold

Tenant harmless from and against, any liability or claim (including reasonable attorneys' fees) in connection with any injury or loss to any person or property (i) arising out of the negligence or willful misconduct of Landlord or Landlord's agents or employees; or (ii) arising out of any breach of any provision of this Lease by Landlord.

g. Tenant shall provide to Landlord and others designated by Landlord a Certificate of Insurance evidencing the coverage above provided for and, upon request, shall also provide a copy of the actual policies of insurance.

h. The Tenant's and Landlord's furnishing of insurance under the provisions contained herein shall not relieve either party of any of its obligations under this Lease.

i. To the extent obtainable, all insurance policies (other than worker's compensation insurance) which Tenant and Landlord must or elect to carry pursuant to this Lease shall contain one of the following provisions and/or endorsements ("Waiver Provision"): (i) an express waiver of any right of subrogation by the insurance company against Landlord and Tenant and their respective agents and employees; or (ii) a statement that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies.

To the extent obtainable, Landlord's property insurance policy covering the Building shall also contain a Waiver Provision.

Each party shall use diligent efforts to obtain a Waiver Provision from its insurer without thereby invalidating its insurance or adversely affecting its right to proceeds payable hereunder.

Landlord and Tenant each hereby waives all claims for recovery against the other, to the extent that such claims are recoverable under valid and collectible insurance policies, provided that the relevant insurance policies will not be invalidated and that no right to collect the proceeds payable under such policy will be adversely affected by the foregoing waiver. To the same extent, and on the same conditions, Landlord and Tenant each hereby waives any right of subrogation which might otherwise exist in or accrue to any person on account of such claims.

5. DELIVERY, ABATED RENT, POSSESSION and USE:

a. Tenant shall have the right of possession of the Leased Premises as of the Lease Commencement Date, provided that Tenant has given Landlord evidence that insurance has been obtained. Tenant will receive a total of two months abated base rent in the following manner: The first and second monthly base rent payments will be fully abated. Thereafter and commencing upon the 3rd month's rental payment Tenant agrees to pay its full base monthly rent and real estate tax payment as defined herein. It is agreed by both Landlord and Tenant that the first 2 months of real estate tax contribution (\$2,879.60) will be paid upon the signing of the Lease and applied toward the real estate tax payment due for the 1st and 2nd months' payments due hereunder. In any event, Tenant shall take and hold the Leased Premises as a Tenant for the term aforesaid, as described herein.

and the performance of live music

b. Tenant shall use and occupy the Premises and modify, as reasonably determined by Tenant, the Premises subject to the provisions of "Exhibit B", "The Work Agreement", solely for the purpose of conducting therein the business of the operation of a restaurant and bar including Caribbean menu items with on premises dine in and carry-out service and catering, including the right to sell Liquor on and off-premises; and/or such other restaurant and/or food service uses as reasonably determined by Tenant subject to the state and county licensing requirements, and for no other purpose (the "Permitted Use"), and only in accordance with applicable zoning, laws, codes, rules and other municipal regulations, and the Premises shall not be used for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall not use or occupy the Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Premises or the Building or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of adjacent or nearby properties. Tenant shall comply with all present and future laws (including, without limitation, the Americans with Disabilities Act (the "ADA") and the regulations promulgated there under, as the same may be amended from time to time), ordinances (including without limitation, zoning ordinances and land use requirements), regulations, orders, recommendations (including, without limitation, those made by any public or private agency having authority over insurance rates), rules and regulations of the State of Maryland, Montgomery County, the United States or other governmental or quasi-governmental entities (collectively, "Laws") concerning the use, occupancy and condition of the Premises and all machinery, equipment, furnishings, fixtures and improvements there in, all of which shall be complied with in a timely manner at Tenant's sole expense. If any such Law requires an occupancy or use permit or license for the Premises or the operation of the business conducted therein, the Tenant shall obtain and keep current such permit or license at Tenant's expense and shall promptly deliver a copy thereof to Landlord. Use of the Premises is subject to all covenants, conditions and restrictions of record. Notwithstanding anything in this Lease to the contrary, as of the Lease Commencement Date Landlord warrants and represents to its knowledge that the Leased Premises are being delivered to Tenant free and clear of all hazardous substances and materials. Tenant shall not conduct any operations, sales, promotions, advertising or special events outside the Premises, including, without limitation, on the roof deck. Tenant represents and warrants to Landlord that Tenant has entered into this Lease entirely for a business or commercial purpose and warrants that it shall not use the Premises for any residential purpose. Tenant shall open for business and occupy the Premises as expeditiously as is reasonable possible and thereafter will continuously use the Premises for the Permitted Use during the days and times reasonably determined by Tenant and for no other purpose whatsoever. Tenant will at its expense (a) keep the inside and outside of all glass in the doors and windows of the Premises clean, (b) keep all exterior store surfaces of the Premises clean, (c) replace promptly any cracked or broken glass of the Premises with glass of like grade, color and quality, (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests, (e) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises, (f) light the show windows of the Premises and any exterior signs (g) comply with and observe all rules and regulations established by Landlord from time to time, (h) conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation of the Property as determined by Landlord.

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c. Tenant will not use, nor permit said premises or any part thereof to be used for any disorderly or unlawful purposes, or as a residence. Tenant shall not permit any objectionable odors to be produced upon, or emanate from the Property. Further, the Tenant shall not bring any flammable, combustible or explosive fluid, chemical or other substance into the building.

d. The Tenant shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any hazardous substance as defined herein, unless it has received the prior written consent of the Landlord, whose consent may be withheld or conditioned upon such requirements as Landlord deems advisable, in its sole discretion, provided, however, that the foregoing in paragraphs 5c and 5d shall not prohibit (i) the use and storage in the Leased Premises of customary amounts of hazardous substances customarily and lawfully used in conjunction with a restaurant business, including but not limited to cleaning supplies. Hazardous substance means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all Federal, State, County or municipal statutes or laws now at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, as amended, and the Occupational Safety and Health Act, as these laws have been amended, or supplemented.

e. Tenant may place signs or curtains on the interior or exterior of said premises or on show windows, but only in accordance with all applicable governmental or quasi-governmental (Federal and local) statutes, rules, regulations, ordinances and orders and only with the Landlord's prior written consent; which shall not be unreasonable withheld; Tenant will not paint any brick or stone work, cornice work, mill work or iron work anywhere on the exterior of said premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. The style, color, location and construction of any exterior signs are subject to Landlord's written approval. Tenant will be permitted the right to install a sign above the exterior storefront of the Leased Premises in compliance with applicable Laws containing Tenant's trade name.

f. Tenant shall have the privilege of installing any furniture and fixtures necessary in the conduct of it's business, such improvements will be in accordance with all applicable laws. Tenant shall have the right to remove, prior to the expiration of the term of this Lease, all movable furniture, furnishings or equipment installed in the Demised Premises at the expense of the Tenant, and if such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, the same shall be deemed by the parties to have been surrendered with the Leased Premises as part thereof. Should Landlord elect that Tenant's alterations of the Leased Premises be removed, due to a uncured default by Tenant, Tenant shall remove the same at Tenant's sole cost and expenses and, if Tenant shall fail to remove same and

restore any resulting damage prior to the end of the term, Landlord may do so and upon demand Tenant shall reimburse Landlord for the cost of such removal together with the cost of repairing any damage to the demised premises or the building arising from such removal. IT IS AGREED THAT ALL FIXTURES ATTACHED TO THE PROPERTY WILL REMAIN A PART OF THE PROPERTY AND REMAIN IN PLACE UPON THE EXPIRATION OF THIS LEASE.

6. CONDITION OF PREMISES UPON TENANT TAKING OCCUPANCY:

a. Tenant accepts the Premises in its current as-is condition except as provided herein. Landlord will not be required to make any changes or modifications to the Leased Premises.

7. MAINTENANCE AND REPAIRS:

a. Structural Maintenance. Except if due to the negligence or willful acts of Tenant, its agents or employees, Landlord shall be solely responsible for and shall maintain in good condition and repair the roof (for the first year of the lease term), foundation, exterior walls, as well as the underground pipes and conduits located beyond the boundaries of the Premises, and Landlord shall make all repairs or replacement becoming necessary by reason of any structural defects in the Premises or of and defects caused by its employees, agents, licensees, invites, or any one entering the Premises by force, but if Landlord does make any such repairs, Tenant agrees to promptly, upon demand, reimburse Landlord for the full reasonable costs thereof if such damage is due to the negligence or willful acts of Tenant, its agents or employees. No liability shall be imposed on the Landlord because of any injury or damage to personal property, or because of any interference with the services and facilities listed above or caused by accidents or repairs, riots, strikes or any other reason beyond the control of the Landlord. The Landlord shall be under no duty to restore any of such services and facilities or to make any of the repairs in the Leased Premises. Notwithstanding anything to the contrary in this Lease it is agreed that Landlord will warrant the roof and existing HVAC units against any leakage and in good operating order and condition for the first year commencing on the Lease Commencement Date and expiring twelve months later (the "Guaranty Period"). Thereafter the Tenant will be solely responsible for all repair, maintenance and or replacement of said systems. It is further agreed that in the event Tenant pierces or damages the roof than the Landlords one-year warranty will be void and the Tenant will be responsible for all repairs, maintenance and/or replacement of said systems during the Guaranty Period and the Lease term.

b. Tenant shall, at its own expense, during the full term of this Lease, keep the interior nonstructural portions of its Leased Premises in good order and condition reasonable wear and tear and damages caused by casualty and the elements excepted, and to make repairs, modifications, remodeling and refurbishing and do all acts of maintenance (including the HVAC after the Guaranty Period, electrical and plumbing systems) becoming necessary during the term of this Lease, and to replace all worn out and broken parts of the air conditioning and heating systems and other equipment or replace said systems as Tenant deems appropriate in its commercially reasonable judgment. Tenant shall be responsible for repairing all damage to such systems caused by its negligence or that of its agents or invitees. Tenant shall be responsible for any stoppage in toilets and leakage in the faucets, sinks and other

plumbing systems in the Leased Premises. Tenant will be responsible for replacing filters in the heating and air conditioning system and agrees to do so at least quarterly during the term of this Lease. Tenant will be responsible for any cost of improvements to any systems installed or modified by the Tenant.

c. The Tenant, at Tenants sole cost and expense, shall be responsible for keeping the sidewalks free from snow and ice, trash, and debris. Tenant agrees to abide by all Montgomery County and State of Maryland requirements as it relates to this paragraph.

8. ALTERATIONS:

a. Installation. Tenant shall not make any structural alterations, modifications or improvements to the Premises without the prior written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. If Tenant desires to make any such alterations, etc., plans for same shall first be submitted to and approved by Landlord, and same shall be done by Tenant, at its own expense, and Tenant agrees that all such work shall be done in a good and workmanlike manner, that the structural integrity of the building shall not be impaired, that no liens shall attach to the Premises by reason therefore, and that Tenant will secure all necessary permits pertaining to the aforementioned alterations, etc. Tenant accepts the Property in its current as-is condition except as provided herein and Landlord will not be obligated to make any changes.

b. Ownership and Removal: The alterations, and additions, modifications and improvements, if any referred to in Paragraph 8.a., or consented to in writing by Landlord, shall become part of the real property as soon as they are affixed thereto; however, Landlord may, at Landlord's option, require Tenant to remove all or any part of said alteration upon the expiration of the Lease Term if there is an uncured default. If Landlord so requires, Tenant agrees, at its own expense, to remove same and to restore the Premises to their original condition, reasonable wear and tear and damages caused by casualty and the elements excepted.

9 LANDLORDS ACCESS:

a. Upon reasonable prior notice to Landlord (except during an emergency) Tenant will allow Landlord or his agent to have access to said premises for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs Landlord considers necessary or desirable, provided, however, any such entry by Landlord shall not unreasonably interfere with Tenant's use and enjoyment of the Leased Premises. Access will be provided to Landlord only during normal business hours reasonably acceptable to Tenant, except in the case of an emergency. Once the Tenant has obtained a new set of keys, Tenant will deliver a set to Landlord for emergency access. If the locks are changed, Landlord will promptly be given a current working set of keys so that Landlord may gain access in the event of an emergency.

b. Tenant will permit Landlord to post a 'FOR RENT or SALE' sign prominently on the outside of the building, and to advertise and show said premises at reasonable hours to prospective tenants / purchaser's at anytime during the last three months of the Lease term.

10 REAL ESTATE & OTHER TAXES:

a. Tenant shall pay one hundred percent (100%) percent of all real estate taxes and assessments levied on the building and land in which the building is situated plus all other taxes levied against the Leased Premises, including without limitation 100% of any tax upon the gross receipts of Tenant, or upon the rent payable by Tenant to the Landlord, all as additional rent hereunder. "Real Estate Taxes" shall mean all taxes including without limitation, recordation charges, rates and assessments, general and special, levied or imposed now or hereafter and whether or not now contemplated, with respect to the building and land and coinciding with the terms of this Lease Agreement; however Real Estate Taxes shall not include inheritance, gift, transfer, recordation, franchise, excise, net income, and profit taxes, capital levies imposed on Landlord or the property or the building. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on the building and/or land and/or Landlord in substitution for real estate taxes presently assessed then any such new tax or levy shall be included within the term "Real Estate Tax". If the amount of "Real Estate Taxes" payable by Tenant shall be reduced by any application filed by or on behalf of Landlord in a court of competent jurisdiction for judicial review of said assessed evaluation, Tenant shall pay to Landlord, as additional rent hereunder, Tenants pro-rata share (100%) of the expense (including attorneys and appraisers fees) reasonably incurred by Landlord in connection with any such application or proceeding. If, after Tenant shall have made a payment hereunder, Landlord shall receive a refund of any portion of the real estate taxes on which such payments shall have been based as the result of any such application or proceeding, Landlord shall repay to Tenant Tenant's proportionate share of the amount so recovered. Nothing herein contained shall be deemed or construed to require Landlord to pay to Tenant any portion of a refund of taxes paid by Landlord prior to the Rent Commencement Date of this Agreement. Landlord shall be obligated to cooperate with Tenant, at no cost or expense to Landlord, in any Tenant initiated application for any such reduction.

b. The Landlord shall pay the Real Estate Taxes on or before the 30th day of September of each year. Thereafter, the Tenant shall reimburse the Landlord for its portion of the Real Estate Taxes, by making monthly reimbursement payments to the Landlord equal to 1/12th of the Real Estate Taxes. This payment will be made with each rental payment due under this Lease. The current total Real Estate Tax bill for 2010-11 is \$17,277.70, which amount may be adjusted each year, based upon the actual Real Estate Taxes paid by the Landlord. Based on the current Real Estate Tax bill Tenant's monthly tax contribution will be in the amount of One Thousand Four Hundred Thirty Nine and 80/100 Dollars (\$1,439.80) and is subject to change each year based on Montgomery County current assessment. Tenant's obligation to pay its proportional share of Real Estate Taxes will commence on the Lease Commencement Date.

11. PERMITS

The Tenant will be responsible for obtaining and paying for any and all operating permits necessary to operate its business in the Leased Premises.

12 UTILITIES:

Tenant shall pay for all heat, gas, water, telephone, cable, DSL, electricity, and sewer service including without limitation, maintenance and repair of such services and systems used in the Leased Premises as defined herein. Tenant shall pay for installation of any mechanical-electrical equipment Tenant requires. Upon the signing of this Lease and throughout the continuance of this Lease, Tenant will place all utilities in its name. The Tenant shall be responsible for all interruption of utilities to the Premises and shall indemnify and hold Landlord harmless from any business disruptions that may occur from the disruption of the utilities to the Premises, except if such interruption is caused by the negligence or willful misconduct of Landlord, its agents, contractors, or employees. The Tenant shall pay these bills directly to the utility companies but such gas, water and electric bills shall be deemed additional rent in the event the Tenant fails to pay any of these utilities and the Landlord pays such bills the payment by the Landlord shall be deemed additional rent due by the Tenant to the Landlord and shall accrue interest as a late charge of additional rent at the rate of 1.5% per month until the Tenant reimburses the Landlord for the same. Landlord shall be responsible to Tenant for any interruptions of utilities caused by the negligence or willful misconduct of Landlord, its agents, contractors, or employees.

13 SUBORDINATION:

a. Tenant acknowledges that this Agreement is subject and subordinate to the lien of any mortgagee or deed of trust note holder or encumbrance or encumbrances now, or at any time hereafter, placed upon Leased Premises, and the Tenant does hereby agree to execute any and all instruments to effect such subordination which the Landlord may request or require and which contain non-disturbance language reasonably acceptable to Tenant.

b. If, in connection with obtaining financing for the building of which the Leased Premises form a part, a banking, insurance or other institutional lender shall request reasonable modifications to this Agreement as a condition to such financing or refinancing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modification(s) do not increase the financial obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or otherwise materially modify the terms of this Lease. Tenant may be required to give notice of any defaults by Landlord to such lender and shall, upon request of the lender, grant to lender reasonable time to cure any default(s) of Landlord; as required by lender to obtain possession of the Leased premises. In no event shall a requirement that the consent of any such lender be given for any modification, termination or surrender of this Lease be deemed to materially adversely affect the leasehold hereby created.

c. Tenant agrees, at any time and from time to time upon not less than ten (10) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord, or designated mortgagee, a certificate in writing certifying that this Lease Agreement is unmodified and in full force and effect or if there have been modifications that the same is in full force and effect, as modified), stating the charges or rent that have been paid in advance, if any, and whether or not there is any existing default by Tenant or notice of default served by Landlord, and such other matters as maybe reasonably requested by the Landlord it being intended that any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser of

the fee or leasehold or any mortgagee or assignee of any mortgage upon the leasehold estate.

d. In the event any mechanic's lien shall at any time, whether before, during or after the Lease term, be filed against any part of the Leased Premises by reason of work, labor, services or materials performed or furnished to Tenant, or its subtenants, licensees or concessionaires, Tenant shall forthwith cause the lien to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded with security acceptable to the Landlord within thirty (30) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, and all costs and expenses, including reasonable attorney's fees incurred by Landlord in procuring the discharge of the lien, shall be due and payable by Tenant to Landlord as additional rent on the first day of the next following month after request therefore by Landlord, or if the Lease term has expired, upon demand.

14. ASSIGNMENT:

Tenant shall not transfer nor assign its rights or obligations under this Agreement, nor let or sublet the whole or any part of Leased Premises, without first having obtained written permission from Landlord, said permission not to be unreasonably withheld, conditioned or delayed. If Landlord consents to any transfer or assignment of rights hereunder Tenant shall remain fully liable hereunder, unless Landlord gives its further release of liability in writing. Any transferee, assignee, sublessee shall be bound by all terms of this Lease. Tenant shall not be relieved from liability hereunder, without the Landlord's further written consent, nor for the need for Landlord's prior written consent to any subsequent assignment or sublease. Notwithstanding the foregoing, if a new monthly rent amount is negotiated due to transfer, assignment, and/or sublet this amount shall be subject to the Landlord's approval.

15. DEFAULT

Tenant shall be deemed in default hereunder if Tenant shall violate any covenant, term, condition or obligation, including the covenant to pay rent, or additional rent, made by it in this Lease. Thereafter, Landlord may, at its option, re-enter the Premises and declare this Lease and the tenancy hereby created terminated, and the Landlord shall be entitled to the benefit of all provisions of law respecting the speedy recovery of lands and tenements held over by Tenants. Tenant further agrees that, notwithstanding such re-entry, Tenant shall remain liable for any rent or damages which may be due or sustained prior thereto, and Tenant shall further be liable, at the option of Landlord, for sums of money as liquidated damages for the breach of any covenant to be calculated in one of the following methods which may be designated by Landlord in or after said notice of termination. Tenant will be given written notice of default at least 10 days prior to Lease termination or re-entry by Landlord for Tenant's failure to cure a monetary default and at least 30 days prior to Lease termination or re-entry by Landlord for Tenant's failure to cure a non-monetary default, during which time Tenant may cure or remedy the default.

(1) Tenant shall pay to Landlord the difference

between the rent reserved under this Lease for the balance of the term and the fair rental value of the Leased Premises for the balance of the term to be determined as of the date of re-entry; or

(2) Tenant shall pay the amount of rent reserved under this Lease at the times herein stipulated for payment of rent for the balance of the term, less any amount received by Landlord during such period from others to whom the premises may be rented on such terms and conditions and at such rentals as Landlord, at its sole discretion, shall deem proper. Notwithstanding anything herein to the contrary, Landlord shall have the right, upon written notice to Tenant, but only in the event of Tenant's default beyond applicable notice and cure periods for failure to pay any installment of rent or additional rent, to accelerate and recover rent for the twelvesix (126) month period following delivery of Landlord's acceleration notice, such amounts to be discounted to present value at an assumed discount rate of six percent (6%). Upon payment of all sums due under this paragraph, Tenant shall receive a credit or a rebate at the end of each rental period, against accelerated rent paid by Tenant hereunder, of any rent actually paid to Landlord by a replacement tenant in a re-letting of the Premises during each such twelvesix (126) month period. Upon the expiration of each 126-month period following such acceleration date, Landlord shall be entitled to accelerate and recover Rent and other amounts which will come due for each subsequent twelvesix (126) month period, discounted to present value at an assumed discount rate of six percent (6%), and in such event the same provisions above regarding credit or rebate in the instance of re-letting shall apply.

In the event Landlord brings any action against Tenant to enforce compliance by Tenant with any covenant or condition of this Lease, including the covenants to pay rent and so long as Landlord prevails in any such action, then and in such event, Tenant shall pay to Landlord all costs and expenses including reasonable attorneys fees incurred by Landlord as a result of such default and in bringing and prosecuting such action against Tenant, including interest at 1.5% per month from the date of default and reasonable attorneys fees. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise of settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of the Leased Premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or of this Agreement. The Tenant waives the right to trial by jury and waives the right to bring a cross claim, or counter-claim, in any proceedings initiated by the Landlord against the Tenant.

In addition to Landlord's and Tenant's other rights and remedies hereunder and/or under applicable law, in the event of any breach of any provision of this Lease by either party, the breaching party shall be obligated to pay to the non-breaching party, within twenty (20) days after the non-breaching party's request, all reasonable costs and expenses incurred by the non-breaching party as a proximate result of such breach including reasonable attorneys' and other professional service fees, investigation costs and court costs provided a judgment in favor of the non-breaching party is rendered by a Court of competent jurisdiction.

Notwithstanding anything to the contrary herein contained, If Tenant or Landlord

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 Tenant's or Landlord's reasonable control (whether similar or dissimilar), the time for performance of the affected obligations by Landlord or Tenant, as the case may be, shall be excused for the period of such delay, interruption or prevention.

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to use commercially reasonable good faith efforts to mitigate any and all damages that may or shall be caused or suffered by virtue of Tenant's or Landlord's respective breaches and/or defaults under, or violation of, any of the terms and provisions of this Lease.

16. ACCOUNTING PROCEDURES

The Landlord and Tenant agree that any payments received by the Landlord from the Tenant shall first be applied to whichever outstanding amount was first billed to the Tenant, whether for monthly rent, insurance rent, real estate tax rent or any other amount payable by Tenant mentioned in any of the covenants contained herein. Subsequent payments received by Landlord from Tenant shall be applied in the same matter, always reducing the chronologically oldest balance first.

17. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

The Tenant covenants and agrees that if the Tenant shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease Agreement resulting in a default beyond all applicable notice and cure periods, the Landlord may, but shall not be obligated to, and without notice or demanded and without waiving or releasing the Tenant from any obligation of the Tenant under this Lease Agreement, make such payment or perform such other act to the extent the Landlord may deem desirable, and to pay expenses in connection therewith, including reasonable counsel fees and court costs, and upon such payment, the entire expenses so incurred by Landlord, together with interest thereon at a rate equal to three percent in excess of the prime rate of Allegiance Bank or another reasonably substituted Bank at the date of default, from and after the date of such payment, shall be deemed additional rent hereunder and be payable to the Landlord on demand and at the time of any installment of rent thereafter becoming due, and the Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of rent. Landlord will give Tenant the same written notice to cure or remedy a default as provided in paragraph 15 of this Lease.

18. BANKRUPTCY:

In the event that said Tenant shall make an assignment or other conveyance in trust for the benefit of his creditors or be adjudged as bankrupt, or if he shall file a petition in any court for a debtors arrangement or suffer or permit a final judgment or execution to issue thereon and be levied upon his interest under this Lease, or if a receiver shall be appointed of or for his property and assets, then upon the happening of any such event, the term hereby demised shall, at the option of the Landlord, its successors or assignees, cease and terminate, and the said Leased

Premises shall be surrendered to said Landlord, which hereby reserved the rights in any of said events to forthwith re-enter and repossess the Leased Premises.

19. LIMITATION OF LANDLORD'S LIABILITY:

a. Landlord's members, managers, partners or shareholders shall have no personal liability whatsoever hereunder. The term "Landlord" as used in this Agreement so far as covenants or agreements on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners of the Leased Premises and Landlord's interests in this Agreement at the time in question, and in the event of any transfer or transfers of such interest, except a transfer by way of security, the Landlord herein named (and in case of any subsequent transfer, the then transferror) shall be automatically freed and relieved from and after the date of such transfer of all personal or other liability as respects the performance of any covenants or agreements on the part of the Landlord contained in this Lease Agreement thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferror at the time of such transfer, in which the Tenant has an interest, under any provision of this Lease Agreement shall be turned over to the transferee and shall be held for the account of the Tenant, and provided further that upon any such transfer, the transferee shall be deemed to have assumed, subject to limitations of this paragraph, all of the covenants, agreements and conditions in this Lease Agreement contained to be performed on the part of the Landlord, it being intended hereby that the covenants and agreements contained in this Lease Agreement on the part of Landlord shall, subject as aforesaid, be binding on the Landlord, its successors and assigns, only during and in respect to their respective periods of ownership.

20. CONDEMNATION:

If the whole or any part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, resulting in the Tenant's inability to continue the use of the said premises in the manner and for the purpose for which same were demised then and in that event the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, or at Tenant's or Landlord's option, either party Tenant may elect to terminate the Lease if a material part of the Leased Premises is taken upon thirty (30) days notice to the other party Landlord. In which event the then current rental shall be apportioned by the Landlord and Tenant. In no event however, shall Tenant participate or share in any of the awards that may result from any inquisition filed or settlement resulting in such condemnation proceedings. Tenant may seek reimbursement from the condemning authority for the loss of their improvements and/or re-establishing any new location so long as it does not interfere with the Landlord's claims.

21. NOTICES:

All notices, demands and requests shall be in writing and shall be deemed duly given if delivered in person or by certified or registered mail, return receipt requested, first-class, postage paid, to the address below written unless notice of a change of address is given pursuant to the provisions of this paragraph.

If to Tenant: Society JJ, LLC

9600 Milestone Way, Unit 3006
College Park, Maryland 20740

With a copy being sent to:

McMillan Metro, P.C.
1901 Research Blvd, Suite 500
Rockville, Maryland 20850,
Attn: Michael A. Faerber, Esq.

Current Phone numbers are:
Cell phone:
Home phone:

If to Landlord


S & K Investments, LLC
19111 Breckelle Street
Rowland Heights, California 91748-2268

Current Phone numbers are:
Cell phone:
Home phone:

22. SEVERABILITY.

If any term, covenant or condition of this Lease or the Application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

23. PEACEFUL AND QUIET USE AND POSSESSION.

Provided Tenant is not in default of this Lease beyond applicable notice and cure periods, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance by the Landlord, and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through, or under Landlord. Landlord represents and warrants to Tenant that Landlord owns good and marketable fee simple title to the Leased Premises; and Tenant and Landlord represent and warrant to each other that each has the power and authority to enter into this Lease and to carry out and perform their respective obligations under this Lease.

24. TENANT'S PURCHASE OPTION:

Anytime during the Lease term or option(s) if properly exercised by Tenant, Tenant will have the right to purchase the Leased Premises if the terms can be successfully agreed to between the Landlord and Tenant with each party agreeing to use commercially reasonable efforts in determining such price and terms. It

is agreed the Landlord will be under no obligation to sell the Leased Premises if the parties do not mutually agree upon such price and terms. Notwithstanding any other provisions to the contrary, in the event Landlord and Tenant fail to agree to a sales price and terms at any time and for any reason, then Landlord shall have the absolute, exclusive and unfettered right, in Landlord's sole and absolute discretion, to sell any part or all of the Leased Premises at any time to any other person, entity or third party upon a sales price and terms acceptable to Landlord in its sole and absolute discretion. In the event the Tenant, Tenants assigns or subtenant or any other individual associated and affiliated with Tenant or any entity that Tenant is affiliated with purchases the Leased Premises, Commercial & Investment Realty Associates LLC (or the entity that Lawrence Rosen is then associated with) and Marc Rosendorf, Esq. will be determined to be the sole real estate broker(s)/representative(s) (Tenant and Landlord shall indemnify and hold one another harmless from and against any claims by any other brokers/representatives) and will be due a two and one half (2.5%) percent real estate commission each (for a total commission not to exceed 5%) based on the sales price and payable at settlement by the Landlord. Tenant will be responsible for the cost of all financing expenses, documents preparation, its own attorney's fees, survey, appraisal, third party reports and any other costs of settlement; however, the parties will share recordation and transfer taxes in the event of any such purchase or transfer provided pursuant to this paragraph 24 and Landlord will be responsible for the cost of the deed preparation, any releases of any existing liens and its attorneys fees. In addition to the commission described above and payable by Landlord, Tenant agrees to compensate Marc Rosendorf, Esq. an additional real estate sales commission in the amount of 2.5% and payable solely by Tenant at settlement.

25. BROKERAGE.

Landlord owes Commercial & Investment Realty Associates, LLC (herein referred to as "Landlord's Agent") and Marc Rosendorf, Esq. (herein referred to as "Tenant's Agent") a fee for this transaction. The Parties agree that no other brokerage fee is owed as a result of this transaction to any other Agent except as described herein.

1) All brokerage fee checks made payable to Commercial & Investment Realty Associates, LLC will be mailed to 9514 Starmont Road, Bethesda, Maryland 20817, or any other address designated at a future date. All brokerage fee checks made payable to Marc Rosendorf, Esq. will be mailed to 1914 Bishop's Castle Drive, Olney, Maryland 20832 .

2) a. It is agreed that Landlord's Agent will be paid a three percent (3%) commission by Landlord based on the initial gross base rents (\$1,170,170.00) to be paid over the initial 10 year term of the Lease, in an amount equal to \$35,105, payable to Landlord's Agent as follows: \$11,701.70 will be paid upon both parties signing the lease document , \$11,701.70 will be paid at the time Landlord receives the 6th months rent from Tenant; and \$11,701.70 will be paid at the time Landlord receives the rent for the 12th months rent from Tenant.

b. It is agreed that Tenant's Agent will be paid a one percent (1%) commission by Landlord based on the initial gross base rents (\$1,170,170.00) to be paid over the initial 10 year term of the Lease, in an amount equal to \$11,701.70, payable to Tenant's Agent as follows: \$3,900.57 will be paid upon both parties signing the lease

document , \$3,900.57 will be paid at the time Landlord receives the 6th months rent from Tenant; and \$3,900.57 will be paid at the time Landlord receives the rent for the 12th months rent from Tenant.

c. Tenant's Agent will also be compensated directly from the Tenant in the following manner: Tenant's Agent will be paid a consulting fee in an amount equal to \$26,492.00, payable to Tenant's Agent by Tenant as follows: \$26,492.00 is earned and payable in full by Tenant upon lease execution; however, solely as a convenience to Tenant the Tenant shall not be obligated to pay the full amount of such commission upon lease execution but shall be obligated to pay \$5,000.00 to Tenant's Agent upon both parties signing this lease document and, the remainder of \$21,492.00 shall be paid by Tenant to Tenant's Agent in six (6) equal consecutive monthly payments on the first of each calendar month commencing March 1, 2011.

The undersigned do hereby, jointly and severally on behalf of themselves, successors, and assignee as the case may be, covenant and agree to pay these sums of money based on the above schedule. Please sign below to indicate your acceptance and approval with this agreement.

26. GENERAL PROVISIONS

a. This Lease shall be construed in accordance with the laws of the State of Maryland. Landlord, Tenant, all guarantors, and all general partners each waives trial by jury in any action, proceeding, claim or counterclaim brought in connection with any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the premises and/or any claim of injury or damage or any other matter. In the event that Landlord records this Lease or a memorandum hereof, in such event, Landlord agrees to bear such recordation charges. Tenant shall not record this Lease or a memorandum thereof. If at any time during the lease term, Tenant loses substantially all of its right to operate for the majority of the permitted uses at the Premises as a result of a change in applicable Laws or some other reason beyond Tenant's reasonable control and through no fault of Tenant, Tenant shall have the right to terminate this Lease upon ninety (90) days notice to Landlord.

b. Tenant covenants that such reasonable rules and regulations as the Landlord may make or hereafter make which are not inconsistent with the other terms and provisions of this Lease, which, in the Landlord's judgment are needed for the general well being, safety, care and cleanliness of the demised premises and the building of which they are a part, shall be faithfully kept and observed and performed by the Tenant and his agents, servants, employees and guests. See "Exhibit C", the Rules and Regulations that are a part of this Lease.

c. This Lease contains the entire agreement between parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors and assignees, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof, or of this Agreement. All amounts payable by Tenant to Landlord hereunder, whether or not classified as rent or

**EXHIBIT A
LEASED PREMISES & SURVEY
[NEED TO ATTACH EXHIBIT A, LIQUOR LICENSE APPLICATION, &
GUARANTY]**

EXHIBIT B WORK AGREEMENT

It is the intent of this Exhibit that Tenant shall be permitted freedom in the interior design and layout of its space, consistent with applicable building codes and with sound architectural and construction practices in first-class retail buildings, provided that no interference is caused to the operation of the Building's mechanical, plumbing or electrical systems or other building operations or functions, and no increase in maintenance or utility charges will be incurred by the Landlord. Landlord shall reasonably cooperate (at no cost to Landlord) with Tenant in obtaining the Tenant's permits, licenses and approvals needed for use and enjoyment of the Premises, and Landlord shall execute all reasonably required applications and documents pertaining to thereto.

A. LEASEHOLD IMPROVEMENTS

1. All work and materials over and above the "as-is" condition of the Premises (the "Leasehold Improvements"), including the design and architectural work required in connection with such Leasehold Improvements, shall be at Tenant's sole cost and expense. Landlord hereby consents to Tenant's installation on the roof of the Premises of one or more satellite dishes (the "Satellite Installation"), as long as such installation and the maintenance and use of the Satellite Installation does not damage the roof or building, is done in a first-class professional manner and is in accordance with all applicable laws.

B. PLANS AND SPECIFICATIONS

1. Plans.
 - (a) All plans, working drawings and specifications relating to the Leasehold Improvements (the "Tenant's Plan") shall be prepared at Tenant's expense by an architect who shall be licensed in the State of Maryland and engaged by Tenant. Tenant's architect shall verify, in the field, the conditions of the Premises and the Property. Tenant is solely responsible for such verification and Landlord shall have no responsibility in connection therewith. Notwithstanding anything to the contrary contained in this Lease including Exhibit B, Tenant shall not be obligated to submit plans to Landlord for work that is non-structural and does not require issuance of a building permit.
 - (b) Both the preliminary space layout and Tenant's Plan, including any changes or modifications thereto, shall be subject to Landlord's approval, such approval not to be

unreasonably withheld, delayed or conditioned, shall conform with the plans for the Premises and shall comply with all Laws. Tenant shall pay all fees in connection with filing the Plan, obtaining permits and obtaining final approval by governmental authorities. Landlord shall have no liability whatsoever to Tenant on account of any delay by applicable governmental authorities in issuing any required building permits or approvals.

- (c) Landlord agrees that it will not unreasonably withhold, delay or condition its approval of the space layout and Tenant's Plan or any changes or modifications thereto. Notwithstanding the review of any of the Tenant's Plan by Landlord or its architect, engineers or consultants and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's architect, engineers or consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any inconsistencies, omissions or errors contained in the Tenant's Plan. Landlord's approval of the Tenant's Plan shall in no way be deemed to be acceptance or approval of any element therein contained which is in violation of any Laws. Landlord's approval of the Tenant's Plan and the filing thereof shall not be construed or deemed to be a representation or warranty by Landlord that the Tenant's Plan comply with Laws.
- (d) If, for reasonable cause, Landlord disapproves any matters shown on Tenant's space layout or Tenant's Plan, Tenant shall revise its drawings and specifications accordingly.

C. LANDLORD'S WORK

1. Tenant, except as otherwise provided in this Lease, accepts the Premises in "as-is" condition.

EXHIBIT C
RULES AND REGULATIONS

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the Premises and outside seating, any, sidewalk, entrance, passage, court, vestibule, stairway, corridor, hall or other part of the Premises not exclusively occupied by Tenant.
2. Tenant shall not use the toilets, water and wash closets, and plumbing and other fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein (including, without limitation, coffee grounds or grease). All damages from misuse of fixtures shall be borne by the Tenant causing same.
3. *Except as may otherwise be permitted in the Lease,* Tenant shall not construct, maintain, use or operate within the Premises any electrical devise, wiring or apparatus in connection with a loudspeaker system or other sound system, in connection with any excessively bright, changing, flashing, flickering or moving light or lighting devise, or in connection with any similar device or system, without Landlord's prior written consent. Tenant shall not construct, maintain, use or operate any such device or system outside its Premises or within such Premise so that the same can be heard or seen from outside the Premises. Notwithstanding the above, Tenant shall be permitted to have TV sets and music systems customary for a restaurant and bar and club use.
4. Tenant shall not bring any vehicle, animal, bird or pet of any kind into the Premises, except seeing-eye or hearing-ear dogs for handicapped persons visiting the Premises. Except while loading and unloading vehicles, there shall be no parking of vehicles or other obstructions placed in the loading dock area or alley in the rear of the Premises. It being understood that said ailey is a public right of way and not for the sole use of the Tenant.
5. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures. Landlord shall have the right to repair at Tenant's expense any damage to the Premises or the Property caused by Tenant's moving property into or out of the Premises or due to the same being in or upon the Premises or to require Tenant to do the same. Tenant shall remove promptly from any sidewalk adjacent

JM / [Signature]

Premises for any immoral or illegal purpose.

12. Tenant shall not in any manner deface any part of the Premises or the Property. No stringing of wiring, boring or cutting shall be permitted except with Landlord's prior written approval.

13. Tenant shall handle its newspapers, garbage, trash, recycles, and other waste products in the manner required by applicable law (as the same may be amended from time to time) whether required of Landlord or otherwise and shall conform with any recycling plan instituted by Montgomery County, the State of Maryland or any other governmental agency. All costs of disposal of these materials will be borne solely by Tenant.
14. Tenant shall not bring or keep, or permit to be brought or kept, in the Premises any weapon or flammable, combustible or explosive fluid, chemical or substance, except for ordinary cleaning supplies.
15. Tenant shall comply with all workplace smoking Laws. There shall be no smoking in the restrooms or the Premises, except that customers may smoke in the exterior areas unless otherwise prohibited by law.
16. Landlord may, upon request of Tenant, waive Tenant's compliance with an of the rules, provided that (a) no waiver shall be effective unless signed by Landlord, (b) no waiver shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord (c) no waiver shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule. Landlord reserves the right to rescind any of these rules and make such other and further rules and in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Premises, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees, which rules when made and notice thereof given to the Tenant shall be binding upon it in like manner as if originally herein prescribed provided no such rules or rule changes materially adversely affect Tenant's use and enjoyment of the Leased Premises or materially interfere with any of Tenant's rights. In the event of any conflict or inconsistency between the terms and provisions of these rules, as now or hereafter in effect, and the terms and provisions of the Lease, the terms and provisions of the Lease shall prevail.
17. Tenant shall keep any garbage, trash, rubbish or other refuse in rat-proof containers on the exterior of the Premises as it awaits for disposal from contracted waste companies.
18. Tenant shall replace promptly any cracked or broken glass in or on the Premises (including without limitation all windows, display cases, countertops and doors) with glass of like color, kind and quality.