

COMMERCIAL LEASE

THIS LEASE ("Lease") is made this 15th day of November, 2021, by and between Greenwood Properties, LLC ("Landlord"), and S&R Keystone Pharmacy, LLC, ("Tenant").

RECITALS

A. Landlord is the owner of the real property and improvements thereon known generally as 1358-1360 W. North Avenue, Baltimore, Maryland 21217 (the "Property").

B. Tenant desires to lease a portion of 1358 W. North Avenue, Baltimore, Maryland 21217. The leased areas shall be the first floor leased area currently used in the operation of the "Keystone Pharmacy"; a portion of the basement directly below and in the same dimensions as the first floor leased area, said basement leased area shall not include the rear shop area of Building 3; and, certain exterior parking spaces. Said leased areas and exterior parking spaces are shown as an area designated in red outlined on EXHIBIT A attached hereto and made a part hereof (hereinafter the "Leased Premises").

C. Landlord has agreed to lease to Tenant, and Tenant has agreed to rent from Landlord, the Leased Premises upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, Landlord and Tenant hereby agree as follows:

TERM

1.A. Initial Term. The term of the Lease (the "Initial Lease Term"), shall commence on November 18, 2021 (the "Commencement Date"), and shall expire as of midnight November 30, 2026 (the "Expiration Date"). The first lease year of this Lease shall commence on the Commencement Date and shall end at the close of the twelfth (12th) full calendar month after the Commencement Date; thereafter, each lease year shall consist of twelve (12) full calendar months commencing with each anniversary of the first day of the first full calendar month of the first lease year, (each such first lease year and subsequent lease year are hereinafter referred to as a "Lease Year").

B. Renewal Options. The tenancy created under this Lease shall continue for two (2) additional periods of five (5) years each unless Landlord or Tenant, whichever desires not to renew the Lease, gives the other written notice, by certified mail - return receipt requested, of its intention not to renew the Lease at least one hundred eighty (180) days prior to the expiration of the Initial Lease Term, or immediately preceding renewal period, if applicable. Each renewal period shall be upon the same terms, covenants and conditions set forth herein with respect to the Initial Lease Term, including inter alia, Tenant's liability for increased rent as described herein. All references in this Lease to the "Lease Term" shall be construed to mean the Initial Lease Term and the renewal period(s) unless the context clearly indicates that another meaning is intended. The last year of the Initial Lease Term or any renewal period shall be considered the immediately preceding lease year for the first year of the first or, if applicable, next renewal period. This renewal provision shall, at the sole option of Landlord, be absolutely null and void if Tenant shall, at any time, default under any of the terms or provisions of this Lease.

RENT

2.A. Payment of Rent. Tenant covenants and agrees to pay Landlord, without offset or deduction, annual rent ("Annual Rent") of Twenty Thousand Four Hundred and 00/100 Dollars (\$20,400.00), payable in advance on the first day of each and every month during the Initial Lease Term in equal monthly installments of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) each; together with all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rent (all of the foregoing being

collectively referred to as "Additional Rent"). Additional Rent may sometimes hereinafter collectively be referred to as "Rent."

Simultaneously with the execution of this Lease Tenant shall pay to Landlord the sum of Two Thousand Four Hundred Thirty-Six and 67/100 Dollars (\$2,436.67), which represents the first month's installment of Annual Rent plus thirteen (13) days pro rata Annual Rent for November 18, 2021 through November 30, 2021.

The Annual Rent for the renewal periods, if exercised, shall be as follows:

1700

	<u>ANNUAL</u>	<u>MONTHLY</u>
First Renewal Period Years 1 & 2:	\$21,600.00	\$1,800.00
First Renewal Period Years 3 - 5:	\$22,800.00	\$1,900.00
Second Renewal Period Years 1 -5:	\$24,000.00	\$2,000.00

All Annual Rent for the renewal periods shall be without offset or deduction, payable in advance on the first day of each and every month during the renewal period(s) in equal monthly installments as set forth above; together with all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rent (all of the foregoing being collectively referred to as "Additional Rent"). Additional Rent may sometimes hereinafter collectively be referred to as "Rent."

Said Annual and Additional Rent shall be made payable to Greenwood Properties, LLC and shall be sent to Landlord at 1370 W. North Avenue, Baltimore, Maryland 21217, or at such other place or person or entity as Landlord may from time to time designate in writing. Simultaneously with the execution of this Lease.

B. Manner of Payment. In the event any sum due under this Lease payable to Landlord by Tenant is paid by check and such check is returned for non-sufficient funds, Tenant shall pay a returned check fee of \$50.00 which shall be deemed Additional Rent. Landlord, in addition to the rights and remedies set forth in this Lease pertaining to default, has the right to require that any replacement payment and all future payments be made in cash or by certified check or money order.

C. Rent Increase. Commencing with the second Lease Year and for each succeeding Lease Year thereafter, to include any renewal periods(s), the Annual Rent for the Leased Premises shall be increased to an amount equal to 103% of the Annual Rent for the immediately preceding Lease Year.

D. Late Payments. In the event any payment of Annual Rent, Additional Rent or any other sums due under this Lease are not received by Landlord on or before the fifth (5th) day after the due date thereof, Landlord shall give written notice thereof to Tenant and Tenant shall pay to Landlord an additional ten percent (10%) of such sums due as Additional Rent. Such Additional Rent is to be payable, without demand from Landlord, on or before the first day of the next calendar month and failure to do so shall be considered an Event of Default (as hereinafter defined). In addition, any payment or installment of rent or any other sums due under this Lease not paid when due shall bear interest from the due date until paid in full at a rate of twelve percent (12%) per annum (the "Default Rate").

E. Operating Costs. [INTENTIONALLY OMITTED]

F. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Seven Hundred 00/100 Dollars (\$1,700.00) (the "Security Deposit"), which shall be held by Landlord as security for the faithful performance by Tenant of any and all of the Tenant's covenants and obligations under this Lease. The Security Deposit shall be refunded to Tenant upon the expiration of the Lease Term, less any part thereof validly applied by Landlord for any Rent or other obligation or liability of Tenant hereunder. If any portion of the Security Deposit is so used or applied, Tenant shall, upon demand therefore, immediately deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall constitute an Event of Default hereunder by Tenant. The Security Deposit shall in no event be considered or construed as liquidated damages and shall not relieve

Tenant from the payment of any and all Rent payable during the Lease Term at the times stipulated therefore. Any Mortgagee (hereinafter defined), or purchaser of the Property, shall be relieved and released from any obligation to return the Security Deposit in the event such Mortgagee or purchaser comes into possession of the Property by reason of foreclosure (including deed in lieu thereof) or proceeding in lieu of foreclosure unless the Security Deposit shall have been actually delivered to such Mortgagee or purchaser.

USE AND OCCUPANCY

3. Tenant shall have the right to use and occupy the Leased Premises solely for a pharmacy and the sale of sundries and lottery tickets incidental thereto and for no other purpose. The sale of alcohol on the Premises is strictly prohibited.

TAXES

4. In the event of any increase in real estate taxes resulting from tenant improvements, Tenant shall pay all of said increase. Tenant's improvements are considered to be all improvements to the Leased Premises. Said taxes include, but are not limited to, paving taxes and any and all benefits or assessments which may be levied on the Leased Premises hereby leased, but not including the income tax or any state or other tax upon the income or rent payable hereunder.

OPERATIONS

5.A. Signs and Advertising, Etc. Tenant will not place or suffer to be placed or maintained on the exterior of the Leased Premises any sign, advertising matter, awning, pole, light, or any other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Leased Premises unless the same is approved in writing by Landlord. All signage must meet Landlord's specifications and comply with all local laws and ordinances. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times, and pay any governmental tax or charge imposed thereon. "Signs" shall include all signs, designs, monuments, canopies, poles, logos, banners, projected images, pennants, decals, advertisements, pictures, notices, lettering, numerals, graphics, or decoration.

B. Use and Condition. Tenant covenants and agrees not to do anything that directly or indirectly will take away any of the rights of ingress or egress from any other tenant of Landlord or do anything which will, in any way, change the uniform and general design of the Property of Landlord of which the Leased Premises hereby leased shall constitute a part or unit. Tenant will also keep steps, porches and loading dock serving the Leased Premises and area immediately surrounding such areas reasonably free and clear of ice, snow and debris. Tenant shall use only those parking spaces as provided, which are Identified on Exhibit A. Tenant shall provide at its sole cost and expense a trash container of a size and design approved by Landlord and Tenant shall maintain such trash container in a good repair and sanitary condition. Tenant shall at its expense, regularly and routinely, empty such trash container and shall not allow any trash or debris to be placed outside of the trash container nor allow any odor or unsanitary condition to be generated by the trash container or such trash contained therein.

C. Maintenance. Tenant shall occupy the Leased Premises and operate its business and work in a manner as not to damage the Leased Premises and keep the Leased Premises and appurtenances (including windows, doors, plumbing, heating and electrical works thereof) in good order and condition and will make all necessary repairs thereto at its own expense, except that Landlord will make all necessary repairs (except painting) to the exterior masonry walls and roof of the Leased Premises, after being notified of the need for such repairs. Tenant is responsible for the maintenance of the mechanical systems of the Leased Premises, to include but not limited to sprinkler systems, plumbing, electrical, fire and safety systems. Tenant shall provide Landlord with written confirmation annually that Tenant has secured the services of a qualified contractor to provide normal and preventive maintenance for such systems. Tenant is responsible for the maintenance, repair and/or replacement of the heating, ventilation and air conditioning system (the "H.V.A.C. System") servicing the Leased Premises and shall secure the services of a qualified contractor to provide normal and preventive

maintenance for the H.V.A.C. System. Tenant shall provide Landlord annually with a copy of the contract outlining the exact services being performed on the H.V.A.C. System and when said services are being performed. Tenant shall also maintain any driveways and parking areas designated for its exclusive use. Tenant agrees to and acknowledges the Building Code Requirements of the Baltimore County Fire Department, and that reasonable heat must be kept on in all commercial establishments where sprinkler systems are located in order, to keep the water in the pipes from freezing.

D. Trailers. Tenant shall not be permitted to park, store, or station any trailer or other similar vehicle on the Property. Tenant acknowledges and agrees that in the event that any trailer or other vehicle is parked, stored, stationed, or maintained anywhere on the Property for any period of time during the Lease Term, such act will constitute an Event of Default hereunder.

E. Conduct. Tenant shall not do, or permit anything to be done in the Leased Premises, or bring or keep anything therein which will, in any way, increase the rate of fire insurance on the Property, or invalidate or conflict with the fire insurance policies on the Property, fixtures or personal property kept therein, or obstruct or interfere with the rights of Landlord or of other tenants, or in any other way injure or annoy Landlord or the other tenants, or subject Landlord to any liability for injury to persons or damage to property. Tenant agrees that any increase in the fire insurance premiums on the Property caused by the occupancy of Tenant shall be immediately due and payable by Tenant to Landlord and considered Additional Rent under this Lease.

F. Operational Covenants. Tenant agrees: (a) to use, maintain and occupy the Leased Premises in a careful, safe and proper manner; (b) without the prior written consent of Landlord, not to place or maintain any merchandise or other articles in any vestibule or entry to the Leased Premises, on the sidewalks or parking lot in the front, rear or sides of the building or adjacent thereto or elsewhere on the exterior thereof; (c) to maintain the Leased Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests and to maintain a contract with a pest control company to regularly service the Leased Premises; (d) not to use, nor permit nor suffer the use of, any apparatus or instruments for musical or other sound or video reproductions or transmission other than "background music," or any business or mechanical machines in such manner that would result in the sounds emanating therefrom or caused thereby being audible beyond the interior of the Leased Premises; (e) not to receive or ship articles, fixtures, or merchandise of any kind other than from that portion of the Leased Premises designated on Exhibit A for such purposes; (f) not to store goods, wares or merchandise on the Leased Premises except for items which Tenant intends to use or offer for sale in the regular course of its business; (g) to use for office or clerical space in the Leased Premises only such space as is reasonably required for Tenant's business therein; (h) to keep clean all exterior surfaces of the Leased Premises; (i) to replace promptly any glass cracked or broken by Tenant, its agent, employees, contractors and invitees with glass of like color, kind, and quality; (j) to keep all mechanical apparatus reasonably free of vibration and noise which may be transmitted beyond the Leased Premises; (k) to properly vent and control any odors and not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises; (l) not to obstruct any driveway, corridor, foot walks or parking area, or any other common area; (m) not to conduct or permit to be conducted any auction, fictitious fire sale, going-out-of-business sale or bankruptcy sale, or other similar type sale in or connected with the Leased Premises; (n) not to place a load upon any floor which exceeds the floor load which the floor was designed to carry; and (o) not to use the Leased Premises for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable, or which is hazardous, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of the certificates of occupancy (or other similar approvals of applicable governmental authorities).

Tenant shall not install, or permit to be installed, any rooftop equipment without the prior written approval of Landlord, which approval may be withheld in Landlord's sole discretion. In the event, however, that Tenant obtains the written approval of Landlord to use the roof, Tenant shall then assume full responsibility for the voiding or termination of any existing warranty associated with the roof and the roof system caused by Tenant's, its agents', employees', contractors' or other invitees' activities on the roof, and Tenant shall promptly pay for any and all future repairs that may result from Tenant's use of the roof. Any and all rooftop equipment permitted by Landlord pursuant to such prior written approval shall be subject to a separate license agreement between Landlord and Tenant and Landlord's then applicable rooftop annual rental rate.

COMMON AREAS

6. In addition to the Leased Premises, Tenant shall have a license for the non-exclusive use in common with Landlord and other tenants and each of their agents, employees, contractors and invitees, of such loading facilities, elevators, and other facilities as may be constructed and intended for common use, and of the common driveways, footways and parking areas on the Property, subject to such rules and regulations as Landlord may, from time to time, prescribe governing such common areas, and to Landlord's right to designate limited reserve parking areas for other tenants, provided that such designation does not materially and adversely affect Tenant's use of the existing common areas. Landlord shall at all times have full and exclusive control, management and direction of all common areas. Landlord shall provide reasonable illumination for outdoor common areas and keep the same in reasonable repair and reasonably free of litter and snow and ice. It is understood and agreed by both Landlord and Tenant that Tenant, its agents, invitees (other than customers), contractors and employees: (a) shall park within the paved parking area located immediately in front and, if applicable, back of the Leased Premises and contained within the area determined by drawing imaginary lines perpendicular to the front and, if applicable, back of the Leased Premises, from the edge of each outside corner of the Leased Premises to the end of the paved parking area or beginning of the common area; and (b) shall not park within the other common areas on the Property. Furthermore, it is understood and agreed that Landlord shall not be obligated to patrol, police or monitor said parking areas.

REPAIRS AND ALTERATIONS

7.A. Damage to Leased Premises. Tenant will repair promptly at its expense any damage to the Leased Premises and shall, upon demand, shall reimburse Landlord, as Additional Rent for the cost of the repair of any damage elsewhere on the Property, caused by Tenant's, its agents', employees' and contractors' actions or omissions or arising from the installation or removal of property in or from the Leased Premises, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, invitees, employees or contractors). Repairs shall be made promptly and as conveniently as possible, due allowance being made for delay which may arise by reason of adjustment of loss under insurance policies and for reasonable delays due to causes beyond Landlord's control such as strikes, weather, acts of God, etc. If Tenant shall fail to commence such repairs within five (5) days after notice to do so, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rent, the cost thereof with interest thereon at the default rate until paid.

B. Tenant's Alterations. Tenant shall not make any alterations, decorations, installations, additions or improvements to the Leased Premises, including but not limited to, the installation of any fixtures, amenities, equipment, appliances, or other apparatus, or painting or decorating of the exterior without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Notwithstanding anything contained herein to the contrary, Landlord's consent to any alterations, decorations, installations, additions or improvements to the Leased Premises, or Landlord's approval of any plans, specifications, working drawings or other documentation therefore, shall create no responsibility or liability on the part of Landlord for the completeness, sufficiency or compliance of such with any applicable laws, rules, regulations, guidelines and requirements of governmental and quasi-governmental entities, agencies or authorities. Tenant will not make any alterations to said Leased Premises without the prior written consent of Landlord. Tenant will not paint or decorate any part of the exterior of the Leased Premises. If Tenant shall desire to make any such alterations, plans for the same shall first be submitted to and approved by Landlord, and the same shall be done by Tenant at its own expense, and Tenant agrees that all such alterations shall be done in a good workmanlike manner, that the structural integrity of the building shall not be impaired, and that no liens shall attach to the Leased Premises by reason thereof. Tenant agrees to obtain, at Tenant's sole cost and expense, all permits pertaining to its alterations. Tenant also agrees to obtain, prior to beginning to make such alterations, and to keep in full force and effect at all times while such alterations are being made, at Tenant's sole cost and expense, such policies of insurance pertaining to such alterations and/or to the making thereof which protect Landlord and the Property, including but not limited to public liability and property damage insurance and worker's compensation, and to furnish Landlord evidence satisfactory to Landlord of the existence of such insurance prior to Tenant's beginning to make such alterations. Tenant acknowledges that Landlord makes no representations or warranties concerning, and shall have no liability for, the condition, construction or code compliance of any alterations or improvements made to the Leased Premises, or any part thereof, by any prior

tenants of the Leased Premises, or any part thereof. Unless Landlord shall elect to require that all or part of any future alterations beyond the initial improvements described in Section 12. of this Lease, referred to in or contemplated by the provisions of this Section 7.B., and consented to by Landlord in writing, within 10 days, shall remain with the Leased Premises upon the expiration of the Lease Term or earlier termination of this Lease, then the Leased Premises shall be restored to their original condition (except to any part of said alteration which Landlord shall elect to remain) by Tenant before the expiration of its tenancy at its sole expense. Any such alterations shall become the property of Landlord as soon as they are affixed to the Leased Premises and all rights, title and interest therein of Tenant shall immediately cease unless otherwise agreed to in writing. Landlord shall have the sole right to collect any insurance for any damage of any kind to any of the improvements placed upon the said Leased Premises by Tenant. If the making of any such alterations, or the obtaining of permits or franchise therefore shall directly or indirectly result in a franchise, minor privilege or other similar tax or assessment, such tax or assessment shall be paid by Tenant immediately upon its levy.

C. Changes and Additions to Property. Landlord reserves the right at any time and from time to time to: (a) make or permit changes or revisions in the plan for the Property including, but not limited to, additions to, subtractions from, rearrangements of, alterations, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, or other common areas: (b) construct improvements on the Property and make alterations thereof or additions thereto and build additional stories on or in any such building(s) and build adjoining same: and (c) make or permit changes or revisions on the Property, including additions thereto.

Landlord shall have the exclusive right to use all or any part of the roof of the Leased Premises for any purpose; to erect additional stories or other structures over all or any part of the Leased Premises: to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Leased Premises, provided that access to the Leased Premises shall not be denied: and to install, maintain, use, repair and replace within the Leased Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Property, the same to be in locations within the Leased Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Leased Premises, provided that such use shall not encroach on the interior of the Leased Premises.

As a result of any such alterations, improvements or additions by Landlord, Landlord deems it necessary, in order to accommodate structural modifications and/or utility modifications, to utilize space in the Leased Premises for such modification, then in such event Landlord shall have the right to repossess not more than five percent (5%) of Tenant's Leased Premises for such use, upon thirty (30) days written notice to Tenant. Landlord will use reasonable efforts to provide that such modification of the Leased Premises conform with the original Tenant floor plan and rent as it applies to that portion of the Leased Premises to be modified shall abate as of the date construction commences on the Leased Premises to achieve such modification.

UTILITIES

8.A. Utilities. Tenant shall pay Landlord, as Additional Rent, all water use charge, water distribution charge, sewer service charges and other metropolitan charges. Tenant shall pay to Landlord as, Additional Rent, Tenant's Share (40.00%) of gas, electric (if not separately metered) (hereinafter "Utility Charges") attributable to the entire Property (BGE Acct. No. 7053571000). Tenant shall have the right to have gas and electrical meters installed at its own expense and thereafter pay for all fuel, gas, and electricity used in and about the Leased Premises. If there are any supplemental H.V.A.C. systems, supplemental or backup generators, and/or other similar supplemental utility systems that are separate from the utility systems of the Property and that are used exclusively by Tenant (regardless of whether such systems were installed by Landlord or Tenant), Tenant shall maintain, in good order and repair, all such supplemental systems and shall pay all costs in connection with the operation, maintenance and repair thereof.

B. Discontinuances and Interruptions of Utility Services. Landlord reserves the right to discontinue, upon notice to Tenant, furnishing any utility services furnished by Landlord at any time when Tenant has failed to pay any amount (whether as Rent or otherwise) due under this Lease. Landlord shall not be liable for any damages resulting from or arising out of any such discontinuance and the same shall not constitute a termination of this Lease or an eviction of Tenant. Landlord shall not be liable to Tenant in damages or

otherwise: (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility; or (ii) for any interruption in any utility service (including, without limitation, any heating, ventilation, air conditioning or sprinkler) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant.

ACCESS BY LANDLORD

9. Landlord shall retain duplicate keys to all of the doors of the Leased Premises, and Landlord and its agents shall have access to the Leased Premises at all reasonable hours in order to inspect, clean, make necessary repairs or conduct tests and investigations within the Leased Premises or on the Property. Landlord, its agents, servants and representatives, shall also have the right to enter the Leased Premises at all reasonable times for the purpose of making necessary repairs to any other portion of the Property adjacent to the Leased Premises which may require an entrance in the Leased Premises, provided, however, that it shall be done at such time or times and under such circumstances as to cause the least disturbance or interference with Tenant's occupancy of the Leased Premises. Landlord shall have the right to show the Leased Premises to prospective tenants at all reasonable times during the last six (6) months of the Lease Term.

SUBORDINATION AND ATTORNMENT

10.A. Subordination. Unless a Mortgagee (hereinafter defined) shall otherwise elect as provided in Section 10.B., Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of:

(a) any lease of land only or of land and building in a sale-leaseback or lease-subleaseback transaction involving the Leased Premises or Landlord's interest therein; or

(b) any mortgage, deed of trust or other security instrument constituting a lien upon the Leased Premises or Landlord's interest therein, whether the same shall be in existence at the date hereof or created hereafter, any such lease, mortgage, deed of trust or other security instrument (a "Mortgage"), and the party or parties having the benefit of the same, whether as lessor, mortgagee, trustee or noteholder (a "Mortgagee"). Tenant covenants and agrees that all of Tenant's rights hereunder are and shall be subject and subordinate to the lien of any Mortgage hereafter placed on the Leased Premises or any part thereof, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any Mortgage. Such subordination shall be automatic, without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement consistent with this provision is required by a Mortgagee from time to time, Tenant agrees to execute, acknowledge and deliver the same and in the event of failure to do so, Landlord may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney-in-fact of Tenant, and Tenant hereby irrevocably constitutes Landlord its attorney-in-fact for such purpose.

B. Mortgagee's Unilateral Subordination. If a Mortgagee shall so elect by notice to Tenant or by the recording of a unilateral declaration of subordination, this Lease and Tenant's rights hereunder shall be superior and prior to the rights under the Mortgage of which such Mortgagee has the benefit, with the same force and effect as if this Lease had been executed, delivered and recorded prior to the execution, delivery and recording of such Mortgage, subject, nevertheless, to such conditions as may be set forth in any such notice or declaration.

C. Attornment. If any person shall succeed to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

D. Estoppel Certificates. Tenant shall, without charge, at any time and from time to time, within ten (10) days after receipt of request therefor by Landlord, execute, acknowledge and deliver to Landlord and to such

Mortgagee or other party as may be designated by Landlord a written estoppel certificate in form and substance as may be requested from time to time by Landlord or any Mortgagee, certifying to Landlord, any Mortgagee, any purchaser of Landlord's interest in Property, or any other person or entity designated by Landlord, as of the date of such estoppel certificate, the following: (a) whether Tenant is in possession of the Leased Premises; (b) whether this Lease is in full force and effect; (c) whether there are any amendments to this Lease, and if so, specifying such amendments; (d) whether there are any then-existing setoffs or defenses against the enforcement of any rights hereunder, and if so, specifying such matters in detail; (e) the dates, if any, to which any rent or other sums due hereunder have been paid in advance and the amount of any security deposit held by Landlord; (f) that Tenant has no knowledge of any then-existing defaults of Landlord under this Lease, or if there are such defaults, specifying them in detail; (g) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant, or if such event has occurred specifying it in detail; (h) the address to which notices to Tenant under this Lease should be sent; and (i) any and all other matters requested by Landlord. Any such estoppel certificate may be relied upon by any Mortgagee and/or any other person or entity to whom it is directed or by any other person or entity who could reasonably be expected to rely on it in the normal course of business. The failure of Tenant to execute, acknowledge and deliver such a certificate in accordance with this Section 1 O.D. within ten (10) days after a request therefor by Landlord shall constitute an acknowledgment by Tenant, which may be relied on by any person or entity who would be entitled to rely upon any such certificate, that such certificate as submitted by Landlord to Tenant is true and correct, and Landlord is hereby authorized to so certify.

ASSIGNMENT AND SUBLETTING

11. Tenant agrees for itself and its permitted successors and assigns in interest hereunder that it will not: (i) assign or otherwise transfer, mortgage or otherwise encumber this Lease or any of its rights hereunder; (ii) sublet the Leased Premises or any part thereof or permit the occupancy or use of the Leased Premises or any part thereof by any person other than Tenant; and/or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder or more than 49% of the ownership interest in Tenant (whether in one or more assignments or transfers totaling more than 49% in the aggregate) by operation of law or otherwise (each of the events referred to in the foregoing clauses (i), (ii) and (iii) being hereinafter referred to as a "Transfer"), without the prior written consent of Landlord in each instance first obtained, which consent may be given or withheld in Landlord's sole discretion. Any consent given shall not constitute a consent to any subsequent Transfer. Any attempted Transfer without Landlord's consent shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee, or occupant. No Transfer, regardless of whether Landlord's consent has been granted, shall be deemed to release Tenant from any of its obligations hereunder or to alter, impair or release the obligations of any person guaranteeing the obligations of Tenant hereunder. A Transfer shall be deemed to include any Transfer by sale, assignment, bequest, inheritance, operation of law, or other disposition of partnership interests or corporate shares or assets. Notwithstanding anything contained herein to the contrary, Landlord shall not be required to consider or review any Transfer request unless each such request by Tenant is accompanied by a nonrefundable fee payable to Landlord in the amount of One Thousand and 00/100 Dollars (\$1,000.00) to cover Landlord's administrative, legal and other costs and expenses incurred in processing each of Tenant's Transfer requests. Neither Tenant's payment nor Landlord's acceptance of such a fee shall be construed to impose any obligation whatsoever upon Landlord to consent to Tenant's Transfer request.

Notwithstanding the foregoing, Landlord shall not unreasonably withhold its consent to a sublet or assignment of this Lease by Tenant provided that: (a) Tenant shall provide Landlord with reasonable financial information for Landlord to determine, in its reasonable discretion, whether such entity has a financial capacity and net worth sufficient to comply with the terms of this Lease; (b) such proposed subtenant or assignee shall continue to use the Leased Premises for general office use; (c) Landlord determines that the nature of the proposed subtenant's or assignee's business is appropriate for a first class office building; (d) Tenant is not in default under any terms, covenants, or conditions of this Lease at the time the sublet or assignment is requested or consummated; and (e) such proposed sublet or assignment will not, in Landlord's sole determination, result in a significant increased demand for parking spaces at the Property. Other than as specially provided in this section, Tenant shall not encumber this Lease in any way nor shall Tenant assign, or permit the assignment of, any of its rights under this Lease. Consent by Landlord to any assignment or subletting shall not be deemed to

release Tenant from any of its obligations hereunder or to alter, impair or release the obligations of any person or entity guaranteeing the obligations of Tenant hereunder.

IMPROVEMENTS

12. [INTENTIONALLY OMITTED]

DAMAGE TO LEASED PREMISES

13.A. Landlord's Obligation to Repair and Reconstruct. If the Leased Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Leased Premises shall not be thereby rendered wholly or partially untenable, Landlord shall promptly (due allowance being made for delay which may arise by reason of adjustment of loss under insurance policies and for reasonable delays due to causes beyond Landlord's control such as strikes, weather, acts of God, etc.) cause such damage to be repaired and there shall be no abatement of rent. If, as the result of a Casualty, the Leased Premises shall be rendered wholly or partially untenable, then, subject to the provisions of Section 13.B., Landlord shall cause such damage to be repaired and all Rent, except for that rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder, shall be abated proportionately as to the portion of the Leased Premises rendered untenable during the period of such untenability. Such repairs shall be made at the expense of Landlord. Landlord shall not be liable for interruption to Tenant's business or for damage to, or replacement or repair of, Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Leased Premises by or on behalf of Tenant or otherwise, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

B. Landlord's Option to Terminate this Lease. If the Leased Premises are: (1) rendered wholly untenable, (2) damaged as a result of any cause which is not covered by Landlord's insurance; or (3) damaged or destroyed in whole or in part during the last one (1) year of the Lease Term, or, if in the opinion of Landlord, the Property is totally or substantially damaged or destroyed and Landlord elects not to rebuild the same to its prior condition, then, in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

C. Insurance Proceeds. If Landlord does not elect to terminate this Lease pursuant to Section 13.B., Landlord shall, subject to the prior rights of any Mortgagee, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of the Leased Premises in accordance with Section 13.A. hereof. All insurance proceeds payable with respect to the Leased Premises (excluding Tenant's trade fixtures, inventory and other movable personal property) shall belong to and shall be payable to Landlord.

CONDEMNATION

14. If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, then this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof, and Landlord shall (subject to Landlord's right to terminate described below) make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition. Upon such taking, the Rent shall be reduced proportionately by the portion of the Leased Premises so taken. If the amount of the Leased Premises so taken is such as to substantially impair the usefulness of the Leased Premises for the purposes for which the same are hereby leased, then either party shall have the right to terminate this Lease as of the date when Tenant is required to yield possession. The compensation awarded for such taking, both as to Landlord's reversionary interest and Tenant's interest under this Lease, shall belong to and be the sole property of Landlord. Tenant shall have no claim against Landlord nor be entitled to any award or damages other than an abatement of the rent beyond the termination date and compensation paid, if any, for moving expenses and/or cost of removal of stock and/or trade fixtures. The foregoing notwithstanding, Tenant shall not be precluded from maintaining its own action against the condemning authority for compensation for loss of

business or good will. In addition, Landlord shall have the right to terminate this Lease in the event any taking by condemnation materially impairs the economic viability of the Property, in Landlord's sole discretion, regardless of the effect of any such taking on the Leased Premises.

INDEMNITY AND INSURANCE

15.A. Indemnity by Tenant and Landlord. To the extent permitted by law and subject to Section 15.H., Tenant shall and does hereby agree to indemnify, hold harmless and defend Landlord, and their respective tenants and subtenants, from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof or any other part of the Leased Premises, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, invitees, contractors or employees. Landlord shall indemnify and hold Tenant harmless from all loss, damage, claim of damage, liability, or expense whatsoever on all counts of any damage, claim of damage, liability, or expense for injury to persons caused by negligent acts of Landlord within the Common Areas.

B. Landlord not Responsible for Acts of Others. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Leased Premises or any part of the premises adjacent to or connecting with the Leased Premises or any other part of the Property, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Leased Premises, and to use such other portions of the Property as Tenant is herein given the right to use, at Tenant's own risk.

C. Policy Requirements. The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to Section 15.D., as well as the form of such insurance, shall at all times be subject to Landlord's approval and any such company or companies shall be licensed to do business in the State of Maryland. Public liability and special form insurance policies evidencing such insurance shall name Landlord and/or its designee(s) as additional insured, shall be primary and non-contributory, and shall also contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed or not renewed without at least thirty (30) days advance notice to Landlord, to Greenwood Properties, LLC, 1370 W. North Avenue, Baltimore, Maryland 21217, by certified mail - return receipt requested, or its designee. All policies shall be written on an occurrence, rather than a claims made basis. None of the insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to Sections 15.D. and 15.E. shall contain any deductible provisions except to the extent approved by Landlord. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. If Tenant shall fail to perform any of its obligations under Sections 15.D. or 15.E., Landlord may perform the same and the cost of same shall be deemed Additional Rent and shall be payable upon Landlord's demand.

D. Tenant's Insurance. At all times after the Leased Premises are released to Tenant for construction of its improvements, Tenant shall carry and maintain, at its sole expense:

(1) Commercial general liability insurance, including insurance against assumed or contractual liability under this Lease against any liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto, to afford protection with limits of not less than:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operation
\$1,000,000	Per Occurrence
\$1,000,000	Personal/Advertising Injury
\$10,000	Medical Payments
\$150,000	Fire Legal

(2) Special form property insurance, including replacement cost endorsement, covering the value of the leasehold improvements made by Tenant to the Leased Premises and the value of Tenant's personal property in the Leased Premises (including without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Leased Premises by or on behalf of Tenant or otherwise. Any deductible under any such policy shall not exceed \$5,000.

(3) [INTENTIONALL OMITTED];

(4) Worker's compensation or similar insurance in form and amounts required by law.

(5) Commercial auto limit of \$500,000.00.

E. Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Leased Premises to carry and maintain, at no expense to Landlord:

(1) Commercial general liability with limits of not less than:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operation
\$1,000,000	Per Occurrence
\$1,000,000	Personal/Advertising Injury
\$10,000	Medical Payments
\$150,000	Fire Legal

or such other reasonable levels as Landlord deems appropriate and approves.

(2) Comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 combined single limit property damage, or such reasonable levels as Landlord deems appropriate and approves: and

(3) Worker's compensation or similar insurance in form and amounts required by law.

F. Increase in Insurance Premiums. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or on other property of Landlord or of others within the Property to be increased beyond the minimum rate from time to time applicable to the Leased Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of any such increase upon Landlord's demand.

G. Tenant to Pay Proportionate Share of Insurance Costs. In each Lease Year, Tenant will pay Landlord, as Additional Rent, Tenant's Proportionate Share (5.00%) of Landlord's cost of insurance for the Property.

H. Waiver of Right of Recovery. Notwithstanding anything to the contrary contained in this Lease, Tenant waives all rights to recover against Landlord, its officers, directors, shareholders, partners, joint ventures, employees or agents, for any loss or damage to Tenant's property to the extent covered by insurance either actually carried or required to be carried hereunder. Landlord waives (except for the amount of any deductible) all rights to recover against Tenant, its officers, directors, shareholders, partners, joint ventures, employees or agents, for any loss or damage to Landlord's property to the extent covered by insurance either actually carried or required to be carried hereunder. The foregoing waiver by Landlord shall not release the Tenant of its maintenance and repair obligations under Sections 5.B, 5.C, 7.A and 8 hereof. Neither Landlord nor Tenant shall be liable to each other or any insurance company (by way of subrogation or otherwise) which insured any such losses, damages or expenses. Each party shall use reasonable efforts to cause their respective insurers

to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Property or the Leased Premises or the contents of either of them, and if obtained then each party shall deliver to the other party (within a reasonable period of time after a written request for the same) adequate written proof (for example, a policy and certificate of insurance with attached endorsement) of the issuance of the foregoing.

LANDLORD'S LIABILITY

16. Landlord shall not be liable for any damage to property placed in the custody of its employees, nor for the loss of any property by theft or otherwise. Landlord shall not be liable for interference with the light, air or other incorporeal hereditaments nor shall Landlord be liable for any latent defect in the Leased Premises; nor shall Landlord be liable for the negligence or willful misconduct of any other tenant or occupant. Landlord shall in no event be liable to Tenant, its agents, employees, contractors, customers or other visitors for any injury or damage to persons or property resulting from falling sheetrock or ceiling tiles, steam, gas, electricity, water, rain, snow, or dampness which may leak or issue from or through any part of the Leased Premises, or from pipes, appliances or plumbing, or from sewers, or the street, or subsurface, or from any other place by dampness or other cause of whatsoever nature and Tenant shall defend and indemnify Landlord from any claim of liability from which Landlord is hereby exonerated.

HOLDING OVER AND SURRENDER

17.A. Holding Over. This Lease and the tenancy hereby created shall cease and expire at the end of the Initial Lease Term, or, if applicable, at the expiration of any renewal period(s), without the necessity of any notice of termination from either Landlord or Tenant, and Tenant hereby waives any statutorily or otherwise required notice to remove, quit or vacate. If Tenant holds possession of the Leased Premises after the expiration or sooner termination of this Lease for any reason, Tenant shall be deemed to be a tenant-at-will and Tenant shall pay Landlord 150% the Rent (including, without limitation, base or minimum rent, Additional Rent and any taxes or operating or maintenance costs pass-through to the Tenant under the terms of this Lease) reserved in this Lease for such period of time as Tenant remains in possession of the Leased Premises; but such payment of rent shall not create any lease arrangement whatsoever between Landlord and Tenant. During such period, Landlord shall retain all of Landlord's rights under this Lease and shall be entitled to the benefit of any law respecting summary recovery of possession of leased premises from a tenant holding over regardless of whether or not any required statutory notice to quit, vacate or surrender has been given by Landlord. If the Leased Premises be not surrendered at the expiration or sooner termination of this Lease, then Tenant shall indemnify, defend and hold Landlord harmless against all loss, claim, expense or liability resulting from the delay by Tenant in so surrendering the Leased Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this Section shall survive the expiration of the Lease Term (including renewal(s)) or the earlier termination of this Lease.

B. Surrender of Leased Premises. Upon the expiration of the Lease Term or any earlier termination of this Lease, Tenant shall at its sole expense: (i) surrender to the Landlord possession of the Leased Premises (including any fixtures or other improvements that are owned by Landlord or that are to remain with the Leased Premises as provided in this Lease) in good order and repair (ordinary wear and tear excepted) and broom clean, together with all keys and combinations to locks, safes and vaults and all improvements, alterations, additions, fixtures and equipment at any time made or installed in, upon or to the interior or exterior of the Premises, except Tenant's personal property and all trade fixtures, all of which shall thereupon become the property of Landlord without any claim by Tenant therefore; (ii) carefully remove (so as not to damage any portion of the Leased Premises) there from all signs, goods, effects, machinery, fixtures and equipment and other items of Tenant's personal property used in conducting Tenant's trade or business which are neither part of the improvements to the Leased Premises nor owned by the Landlord and that are not remain with the Leased Premises as provided in this Lease; and (iii) repair any damage caused by such removal.

Additionally, unless Landlord elects, in its sole discretion, by written notice delivered to Tenant within five (5) days after the expiration of earlier termination of this Lease, to retain any or all wires, cables and similar installations appurtenant thereto ("Wires") installed by Tenant, or by Landlord at Tenant's request or expense,

within the Leased Premises or anywhere else in the building in which the Leased Premises are located, including, without limitation, plenums or risers, then Tenant shall remove the Wires within the fifteen (15) day period set forth in the immediately preceding paragraph, and, in connection with such removal, Tenant shall restore the Leased Premises or building to the condition it was in prior to the installation of the Wires. If Landlord elects to retain any or all of the Wires, then the retained Wires shall be left in good and safe condition, working order, properly labeled and capped or sealed at each end and in each telecommunications/electrical closet and junction box: and such Wires shall be free and clear of all liens and encumbrances. If Tenant elects to discontinue the use of any Wires, but continues to occupy and use the Leased Premises, then Tenant shall so notify Landlord in writing within thirty (30) days of such discontinuation, and Landlord shall have the right, at its sole discretion, to elect to retain such Wires or to have Tenant remove the same in accordance with the foregoing provisions of this Subsection B.

If Tenant shall fail to remove any of Tenant's personal property, trade fixtures or Wires (to the extent not retained by Landlord), such personal property, trade fixtures or Wires shall, at the option of Landlord, either: (i) be deemed abandoned and become the exclusive property of Landlord; or (ii) removed and stored (except Wires may be discarded) by Landlord at the expense of Tenant without further notice to or demand upon Tenant, and Landlord may hold Tenant responsible for any and all charges and expenses incurred by Landlord therefore.

C. Tenant's Personal Property. All personal property not removed by the Tenant from the Leased Premises within fifteen (15) days after the earlier to occur of: (i) the expiration of the Lease Term; (ii) the termination of the Lease; or (iii) the date the Tenant abandons the Leased Premises or otherwise ceases to do business therein: will be conclusively presumed to have been abandoned by the Tenant and the Landlord, may at the Landlord's sole option, thereafter take possession of such property and either declare the same to be the property of the Landlord or, at the expense of the Tenant, dispose of such property in any manner and for whatever consideration the Landlord, in its sole discretion, deems advisable.

DEFAULT AND REMEDIES

18.A. "Event of Default" Defined. Any one or more of the following events shall constitute an "Event of Default":

- (1) the sale of Tenant's interest in the Leased Premises under attachment, execution or similar legal process or, if Tenant is adjudicated to be bankrupt or insolvent and such adjudication is not vacated within thirty (30) days;
- (2) the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any guarantor of Tenant's obligations hereunder as a bankrupt or insolvent, or the reorganization of Tenant or any such guarantor, or an arrangement by Tenant or any such guarantor with its creditors, whether pursuant to the United States Bankruptcy Act or any similar federal or state proceedings, unless such petition is filed by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of filing;
- (3) the admission in writing by Tenant or any such guarantor of its inability to pay its debts when due;
- (4) the appointment of a receiver or trustee for the business or property of Tenant or any such guarantor, unless such appointment shall be vacated within ten (10) days of its entry;
- (5) the making by Tenant or any such guarantor of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law in violation of the liens hereof;
- (6) the failure of Tenant to pay any Rent or other sum of money within five (5) days after the same is due hereunder;
- (7) default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default is not cured within ten (10) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same: provided, however, if Tenant shall default in the performance of any such covenant or agreement of this Lease two (2) or more times in any twelve (12) month

period, then, notwithstanding that such defaults have each been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability for cure;

- (8) the vacating or abandonment of the Leased Premises by Tenant at any time during the Lease Term; and
- (9) the occurrence of any other event described as constituting an Event of Default or default elsewhere in this Lease.

B. Remedies. Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below) may do any one or more of the following:

(1) sell at public or private sale all or any part of the goods, chattels, fixtures and other personal property belonging to Tenant which are or may be put into the Leased Premises during the Lease Term, whether exempt or not from sale under execution or attachment (it being agreed that said property shall at all times be bound with a lien in favor of Landlord and shall be chargeable for all rent for the fulfillment of the other covenants and agreements herein contained) and apply the proceeds of such sale, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property (including all attorneys' fees), second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be or may become due from Tenant to Landlord, and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid;

(2) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this clause (2) and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in this clause (2) without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency;

(3) elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of condition, term, agreement or covenant broken, or elect to terminate Tenant's possessory rights and all other rights of Tenant without terminating this Lease, and in either event, at any time thereafter without notice or demand and without any liability whatsoever, re-enter the Leased Premises by force, summary proceedings or otherwise, and remove Tenant and all other persons and property from the Leased Premises, and store such property in a public warehouse or elsewhere at the cost and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby;

(4) accelerate all Rent and other sums of money due hereunder; and/or

(5) exercise any other legal or equitable right or remedy (including, but not limited to, obtaining injunctive relief) which it may have.

Any costs and expenses incurred by Landlord (including, without limitation, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be deemed to be Additional Rent and shall be repaid to Landlord by Tenant upon demand.

To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption which Tenant may have under any current or future laws in the event Tenant is evicted or dispossessed for any reason.

C. Damages. If this Lease is terminated by Landlord pursuant to Section 18.B., Tenant nevertheless shall remain liable for any rent and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Leased Premises to others from time to time (all such rent, damages, costs, fees and expenses being referred to herein as "Termination Damages"), additional damages which shall be that amount equal to accelerated rent, Percentage Rent (if any), Additional Rent and other sums due hereunder for the balance of the

Lease Term (the "Liquidated Damages"), and all consequential damages to Landlord for Tenant's failure to surrender the Leased Premises in accordance with the provisions of this Lease (and this clause shall survive the termination of this Lease). In determining such Liquidated Damages, the amount of Additional Rent and Percentage Rent (if any) shall be deemed to be the amount equal to the amounts of Additional Rent payable in the Lease Year immediately preceding the Lease Year in which default occurs (annualized in the event such preceding Lease Year is less than 12 months), discounted to present value.

Provided Landlord obtains a final money judgment against Tenant for the Termination Damages and the Liquidated Damages, if Landlord relets the Leased Premises prior to the expiration of the Lease Term, all Rent which would have been collected by Landlord from Tenant now paid by a new tenant will be credited against such judgment.

Landlord may relet the Leased Premises or any part thereof, alone or together with other premises, for such term(s) (which may be greater or less than the period which otherwise would have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Leased Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Leased Premises or any failure by Landlord to collect any rent due upon such reletting.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

MECHANICS' LIENS

19. No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration, or repair, shall be deemed to be done at the direction of or for the immediate use and benefit of Landlord. No mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Leased Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Leased Premises. In the event any mechanic's or other lien shall at any time be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished to Tenant or to anyone holding the Leased Premises through or under Tenant, or if Landlord or Tenant shall receive a written notice of any intent to file a lien, Tenant shall cause the same 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 after being notified of the filing thereto or the intent to file such lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorneys' fees incurred by Landlord, either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord upon demand as Additional Rent.

SECURITY INTEREST

20. If Tenant is in default hereunder, Landlord shall have the benefit of any applicable lien on Tenant's property located in or on the Leased Premises as may be permitted under the laws of Maryland and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. If Tenant is in default, Landlord shall also be entitled to pursue such remedies and institute such actions and proceedings as are permitted by law. Landlord shall be entitled to require that Tenant execute such recordable documents as Landlord may request for the purpose of notifying all suppliers of labor and/or materials to Tenant that any such supplier of labor and/or materials to Tenant shall have no lien whatsoever in, on, or against the Property, or the improvements thereon.

BROKERS' COMMISSIONS

21. Landlord and Tenant each represent and warrant to one another that neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage

or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

COMPLIANCE WITH LAWS

22.A. Tenant, at its sole expense, shall promptly observe and comply with, whether now in force or which may hereafter be in force, all federal, state and local laws, orders, rules, requirements and regulations, and of any and all governmental authorities or agencies and of any board of fire underwriters or other similar organization respecting the Leased Premises and the manner in which the Leased Premises are or should be used, occupied and maintained by Tenant; provided, however, that Landlord and not Tenant shall make all structural changes and correct all structural defects in the Leased Premises necessary to comply with requirements of law, and make all repairs, changes or alterations necessary because the Leased Premises were not constructed in compliance with any of said statutes, ordinances, laws, orders, regulations or requirements. All licenses, fees, and charges arising out of Tenant's use of the Leased Premises and all charges for minor privileges occasioned by the occupancy of Tenant shall be the responsibility of Tenant.

B. Tenant, at its sole expense, shall comply with all requirements of (i) the Americans with Disabilities Act of 1990 and with all rules, regulations and guidelines thereto, as the same are in effect on the date hereof and may hereafter be amended, modified or supplemented (collectively the "ADA"), (ii) the Maryland State Human Relations Commission Act (the "SHRCA") and (iii) any other similar laws, rules or regulations, as they relate to the Leased Premises and the conduct of Tenant's business therein. Any and all alterations, additions and improvements required or permitted to be made by Tenant pursuant to the terms of this Lease (collectively the "Alterations") shall be subject to the requirements of this Section 22. Notwithstanding anything contained herein to the contrary, if the Alterations, or Tenant's use and occupancy of the Leased Premises, necessitate any alterations or improvements to any other parts of the Property outside the Leased Premises, Tenant shall pay the full cost of such alterations or improvements promptly upon demand by Landlord. Tenant shall indemnify, defend and hold harmless Landlord from any and all lawsuits, actions, claims, losses, damages, costs and expenses (including court costs and reasonable attorneys' fees) incurred by Landlord as a result of Tenant's failure to comply with any provisions of this Section 22, which obligation shall survive the expiration or earlier termination of this Lease. If Tenant fails to comply with its obligations hereunder, Landlord shall have the right, in its sole discretion, to do or cause to be done any and all work necessary to comply with same, and Tenant shall pay the cost thereof as Additional Rent. Tenant shall pay such Additional Rent within ten (10) days after receipt of a bill from Landlord. Within ten (10) days after receipt, Tenant shall provide Landlord with copies of any notices alleging violation of the ADA relating to any portion of the Leased Premises; any claims made or threatened in writing regarding non-compliance with the ADA and relating to any portion of the Leased Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding non-compliance with the ADA and relating to any portion of the Leased Premises.

ENVIRONMENTAL REQUIREMENTS

23.A. Tenant shall (a) not engage in any activity which will result in any "hazardous materials contamination" (defined herein) to the Leased Premises, (b) immediately give notice to Landlord upon acquiring knowledge of the presence of any "hazardous waste" or "hazardous substance" or "hazardous material" (as those terms are defined herein) in the Leased Premises or any hazardous materials contamination with a complete description thereof; (C) comply with all laws, ordinances, rules, regulations, orders and directives requiring the removal, treatment or disposal of any hazardous materials contamination and provide Landlord, upon demand, with satisfactory evidence of such compliance: (d) provide Landlord, within thirty (30) days after notice, with assurance that the necessary funds are available to pay the cost of removing, treating and disposing of any hazardous materials contamination caused by Tenant or any of its agents, employees, contractors, invitees, assignees, subtenants, officers, directors or shareholders; (e) discharge any lien which may be established on the Leased Premises as a result of any hazardous materials contamination; and (f) defend, indemnify and hold harmless Landlord and any Mortgagee, if any, from any and all claims, losses, costs, damages or expenses, including but not limited to reasonable attorneys' fees and court costs, which may be asserted as a result of the presence of any hazardous substance or hazardous waste or hazardous material on the Leased Premises or any hazardous materials contamination due to any actions by Tenant or any of its agents, employees, contractors, invitees, assignees, subtenants, officers, directors or shareholders. "Hazardous materials contamination" means the contamination of the Leased Premises, facilities, soil, ground water, air, or other elements on, or off, any other property as a result of any hazardous substance or hazardous waste or hazardous material at any time emanating from the Leased

Premises. The term "hazardous waste" as used herein shall have the same meaning as defined in the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder. The term "hazardous substance" as used herein shall have the same meaning as defined in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder, and the Environment Article of the Annotated Code of Maryland (1987 Vol., as amended). The term "hazardous material" as used herein shall mean (a) any "oil" as defined in Section 4-401(g) of the Environment Article of the Annotated Code of Maryland (1987 Vol., as amended), and/or (b) any material or substance that, whether by its nature or use, is subject to regulation under any present or future law, ordinance, rule, regulation, order or directive, addressing environmental health or safety issues, of or by any federal, state or local government or governmental agency (collectively "Environmental Requirements").

B. Tenant hereby covenants and agrees that if at any time it is determined that Tenant, its agents, employees, contractors or invitees have placed or stored on or brought onto the Property materials which under any Environmental Requirements require special handling in collection, storage, treatment, or disposal, Tenant shall immediately take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all Environmental Requirements. If Tenant shall fail to take such action, Landlord may make advances or payments towards performance or satisfaction of the same but shall be under no obligation to do so; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other costs, shall be repaid by Tenant, upon demand by Landlord, and shall bear interest at the rate of four percent (4%) per annum above the prime rate of interest that is publicly announced by Bank of America from time to time. Failure of Tenant to comply with all Environmental Requirements shall constitute and be a default under this Lease.

NOTICES

24.A. Sending of Notices. All notices, demands, requests, approvals and consents (collectively referred to as "Notices") required or permitted under this Lease shall be in writing and shall be either: (i) personally delivered with signed receipt; (ii) sent by first class certified mail - return receipt request, postage prepaid; or (iii) sent by a nationally-recognized, overnight courier and addressed: (i) if to Landlord, at 1370 W. North Avenue, Baltimore, Maryland 21217; or (ii) if to Tenant, at the Leased Premises. All Notices personally delivered shall conclusively be deemed delivered at the time of such delivery. All Notices sent by certified mail shall conclusively be deemed delivered two (2) days after the deposit thereof in the United States mails. All Notices delivered by overnight courier shall conclusively be deemed made one (1) business day after delivery to such courier service. Any party may designate a change of address by notice to the other party, given at least ten (10) days before such change of address is to become effective.

B. Notice to Mortgagees. If any Mortgagee shall notify Tenant that it is the holder of a mortgage affecting the Leased Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee and to such address as such Mortgagee shall designate.

ADDITIONAL RENT

25. Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the annual or basic rent herein reserved, whether or not such sum is herein designated as additional rent or provision is made for the collection of said sum as additional rent, said sum shall nevertheless be deemed Additional Rent and shall be collectible as such with the first installment of rent thereafter falling due hereunder. Landlord shall make, from time to time during the Term, a reasonable estimate of the Additional Rent including, without limitation, Tenant's Proportionate Share of operating or common area expenses, real estate taxes or insurance, which may become due for any calendar year and require Tenant to pay to Landlord for each calendar month during such year one twelfth (1/12) of such Additional Rent, at the time and in the manner that Tenant is required hereunder to pay the monthly installment of the basic rent for such month; and increase or decrease from time to time during such calendar year the amount initially so estimated for such calendar year, all by giving Tenant a revised invoice therefor, accompanied by a schedule setting forth in reasonable detail the expenses comprising such costs, as so estimated. In such event, Landlord shall cause the actual amount of such Additional Rent to be computed and certified to Tenant within one hundred twenty (120) days after the end of such calendar year. Any overpayment or deficiency in Tenant's payment of its share shall be adjusted between Landlord and Tenant; Tenant shall pay Landlord or Landlord shall credit Tenant's account (or, if such adjustment is at the end of the Term, Landlord shall pay to Tenant), as the case may be, within fifteen (15) days after

such notice to Tenant, such amount necessary to effect such adjustment. Landlord's failure to provide such notice within the time prescribed above shall not relieve Tenant of any of its obligations hereunder. In the event Tenant in good faith disputes in writing the amount owed by Tenant as such Additional Rent, Tenant shall not be in default hereunder so long as Tenant pays all of the undisputed portion of such Additional Rent and as soon as such dispute is resolved promptly pays any remaining portion.

MISCELLANEOUS

26.A. Accord and Satisfaction. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease will give rise to, support, or constitute an accord and satisfaction, notwithstanding any accompanying statement, instruction, or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise), unless Landlord expressly agrees to an accord and satisfaction in a separate writing duly executed by the appropriate persons. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payments as being received on account of any item or items of rent, interest, expense, or damage due in connection herewith, in such amounts and in such order as Landlord may determine at its sole discretion.

B. Captions and Pronouns. Captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease, or the intent of any provision thereof. Reference to masculine, feminine, or neuter gender shall include all other genders.

C. Corporate/Limited Liability Tenant. If Tenant is a corporation or other limited liability entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation or other limited liability entity qualified to do business in the State of Maryland; all Tenant's franchises and taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized to execute and deliver this Lease on behalf of the corporation or limited liability entity.

D. Exhibits and Counterparts. All exhibits referred to herein are expressly incorporated in, and made a part of, this Lease. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

E. Fees and Expenses. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in this Lease, Landlord may immediately, or at any time thereafter and without notice, perform the same for the account of Tenant, and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred together with interest thereon at the annual rate of fifteen percent (15%) per annum shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant therefor.

F. Governing Law. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Maryland.

G. Interpretation. Landlord and Tenant hereby agree that both parties were equally influential in preparing and negotiating this Lease, and each had the opportunity to seek the advice of legal counsel prior to the execution of this Lease. Therefore, Landlord and Tenant agree that no presumption should arise construing this Lease more unfavorably against any one party.

H. Limitation of Right of Recovery against Landlord. Notwithstanding anything to the contrary contained in this Lease, it is agreed and understood that Tenant shall look solely to the interest of Landlord in the Leased Premises for the enforcement of any judgment (or other judicial decree) requiring the payment of money by Landlord to Tenant by reason of any default or breach by Landlord in the performance of its obligations under this Lease, it being agreed hereby that no other assets of Landlord shall be subject to levy, execution, attachment or other such legal process for the enforcement or satisfaction of the remedies pursued by Tenant in the event of such default or breach. No personal judgment shall lie against Landlord. This provision, which shall inure to Landlord's successors and assigns including

any Mortgagee, is not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case Tenant obtains a judgment against Landlord.

I. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective only upon execution thereof by both parties.

J. No Oral Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only in writing and when signed by the party against whom the modification is enforceable.

K. No Waivers. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect, unless the contrary is expressed in writing by Landlord. The receipt by Landlord or rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

L. Performance of Landlord's Obligations by Mortgagee. Tenant shall accept performance of any of Landlord's obligations hereunder by any Mortgagee.

M. Possession. Landlord covenants and agrees that possession of the Leased Premises shall be given to Tenant pursuant to the operative terms of a Lease Termination Agreement in a form acceptable to Landlord, signed by the existing tenant, Keystone Pharmacy, Inc. It being understood by Landlord and Tenant, that Tenant shall accept the Leased Premises in "AS IS" condition from Keystone Pharmacy, Inc., without any representations, warranties or promises by Landlord as to the suitability for the anticipated use; the condition of the Leased Premises or any fixtures attached thereto. In case possession, in whole or in part, cannot be given to Tenant on or before the Commencement Date of this Lease, Landlord agrees to abate the Annual Rent proportionately until possession is given to Tenant, and Tenant agrees to accept such prorata abatement as liquidated damages for the failure to obtain possession. If Tenant takes possession of the Leased Premises, in whole or in part, prior to the Commencement Date, Tenant's obligation to pay Rent as set forth in this Lease shall commence as of the day Tenant obtains possession of the Leased Premises.

Tenant Initials: _____

N. Recording. This Lease may be recorded at the option of Landlord or Tenant and, if either party so elects, the costs of such recording, including recordation tax and transfer tax, shall be paid by the party requesting such recordation.

O. Relocation. Landlord shall have the right, either before or during the term, upon not less than thirty (30) days written notice to Tenant, to change the location of the Leased Premises to another location within any other building on the Property, provided that the new location is reasonably similar in size, utility and appearance. If Tenant is occupying the Leased Premises when Landlord exercises its rights hereunder, Landlord, at its expense, shall remove, relocate and reinstall Tenant's equipment, furniture and fixtures in the new premises and redecorate the new premises so that they will substantially resemble the former Leased Premises. On completion of the change in location of the Leased Premises, the parties shall execute an amendment to this Lease which sets forth the new description of the Leased Premises and amendments to any other terms of this Lease, if any, required by the relocation of the Leased Premises.

P. Remedies Cumulative. No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by Landlord to insist upon strict performance of any agreement, term, covenant or

condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach. No waiver by Landlord of any breach by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Property shall affect or alter this Lease in any way whatsoever.

Q. Rental Sign. Landlord shall have the right to place a "For Rent" sign on any portion of the Leased Premises during the period beginning one hundred eighty (180) days prior to the expiration of the Lease Term and to place a "For Sale" sign thereon at any time.

R. Security Interest. To secure performance of all of Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in and to all goods, equipment, furniture, fixtures, inventory, and licenses of Tenant, now or hereafter located on the Leased Premises, and all proceeds and products thereof. In connection therewith, Landlord shall have all the rights and remedies of a secured creditor under the Maryland Uniform Commercial Code-Secured Transactions. This security interest shall be in addition to any other lien granted to Landlord as a matter of law.

S. Severability. If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

T. Several Liability. If Tenant shall be one or more individuals, corporations or other entities, whether or not operating as a partnership or joint venture, then each such individual, corporation, entity, joint venturer or partner shall be deemed to be both jointly and severally liable for the payment of the entire rent and other payments specified herein.

U. Successors and Assigns. This Lease and the covenants, terms and conditions contained herein shall inure to the benefit of and be binding on Landlord, its successors and assigns, provided that if Landlord shall transfer title to the Property, by operation of law or otherwise, Landlord shall be relieved of all covenants and obligations hereunder upon completion of such sale or transfer, and it shall be considered that the transferee has assumed and agreed to carry out all of the obligations of Landlord hereunder. This Lease and the covenants, terms and conditions contained herein shall be binding on and inure to the benefit of Tenant and its heirs, personal representatives and permitted successors and assigns.

V. Prior Information. The Tenant acknowledges and agrees that no prior information provided or statements made by the Landlord or its agent(s) ("Prior Information"), including, without limitation, estimated gross sales and common area maintenance calculations, any other financial matters, and any matters related to: (i) any of the premises on the Property; (ii) the Property itself; or (iii) the number or kind of tenants on the Property, have in any way induced the Tenant to enter into this Lease. The Tenant acknowledges that prior to entering into this Lease, the Tenant has satisfied itself of all its concerns by conducting an independent investigation of the validity of such Prior Information.

W. Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a Mortgagee.

X. Time is of the Essence. Landlord and Tenant hereby agree that time is of the essence in this Lease.

Y. Waiver of Jury Trial. Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding or counterclaim at law or in equity in any court of competent jurisdiction arising out of this Lease or Tenant's occupancy of or right to occupy the Leased Premises. Tenant further agrees that in the event Landlord commences any summary proceeding for nonpayment of Rent or possession of the Leased Premises, Tenant will not, and hereby waives, all right to interpose any counterclaim of whatever nature in any such proceeding. Tenant further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to the summary proceeding.

Z. Disclosure. Tenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is

not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of any person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed under seal by their authorized agents on the date first above written.

WITNESS:

LANDLORD:

GREENWOOD PROPERTIES, LLC
A Maryland limited liability company



By: 
Name: Burton E. Greenwood, Jr.

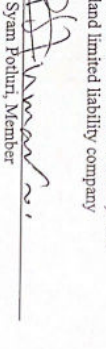


By: 
Name: Dorothy W. Greenwood

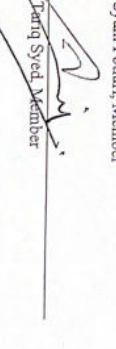
TENANT:

S&R KEYSTONE PHARMACY, LLC
A Maryland limited liability company



By: 
Name: Syam Poduri, Member

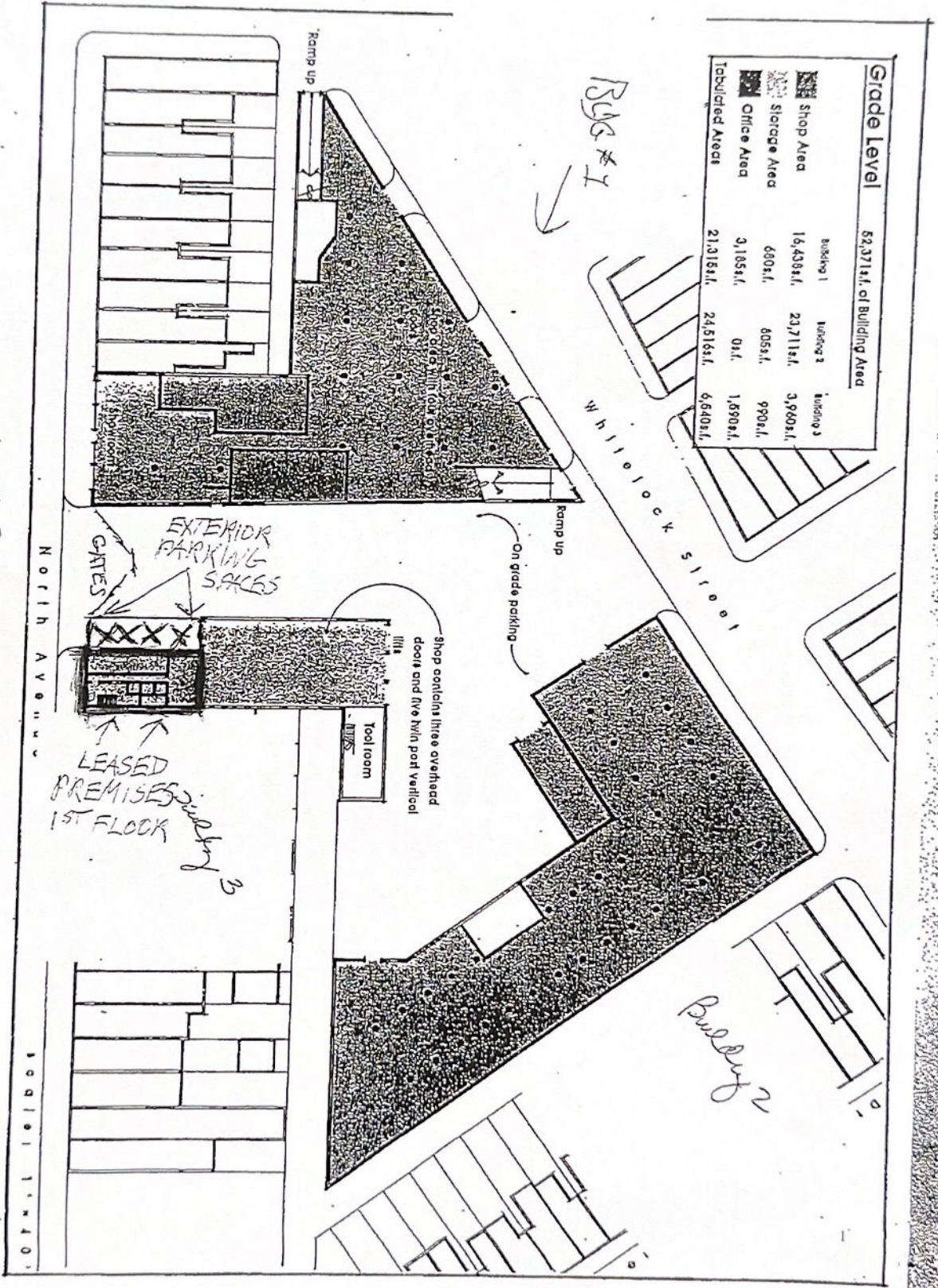


By: 
Name: Tariq Syed, Member

GUARANTY OF LEASE

Guarantors hereby unconditionally guaranty to Landlord the full, complete and timely payment and performance by Tenant of all of the terms, covenants and conditions of Tenant under or pursuant to the foregoing Lease. In addition, Guarantors hereby consent, without notice to Guarantors, to any changes or alterations which may be made in any term, covenant or condition of the Lease and to the extension (which term includes renewals and holding over) of the Lease, in

EXHIBIT A



X: PHARMACY PARKING ON PROPERTY
ALSO STREET PARKING

LEASED PREMISES 1ST FLOOR

Building 2

Bldg #1