

PETITION FOR SPECIAL EXCEPTION 83-174-X

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Exception under the Zoning Law and Zoning Regulations of Baltimore County, to use the herein described property for an arcade

Property is to be posted and advertised as prescribed by Zoning Regulations.

I or we, agree to pay expenses of above Special Exception advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser: J.M.J., Inc.
James W. Wilson, President

Signature: *James W. Wilson*

3919 Brenbrook Drive

Randallstown, MD 21133

City and State

Attorney for Petitioner: E. David Silverberg, Esquire

Signature: *E. David Silverberg*

Suite 28, 101 E. Redwood Street

Baltimore, Maryland 21202

City and State

Telephone No.: 727-3533

ORDERED By The Zoning Commissioner of Baltimore County, this 30th day of November, 1982, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County on the 8th day of February, 1983, at 10:15 o'clock A.M.

Legal Owner(s): Stanley I. Panitz, Inc.

(Type or Print Name)

Signature: *Stanley I. Panitz*

(Type or Print Name)

Signature

108 St. Johns Road 473-7888

Address

Baltimore, Maryland 21210

City and State

Name, address and phone number of legal owner, contract purchaser or representative to be contacted

E. David Silverberg, Esquire

Name

Suite 28, 101 E. Redwood Street

Baltimore, Maryland 21202 727-3533

Address

Phone No.

ZCO-106

(over)

RE: PETITION FOR SPECIAL EXCEPTION : BEFORE THE ZONING COMMISSIONER
Beginning 302.62' W of Timonium Rd.,
351.52' SW of Edgemoor Rd.,
8th District : OF BALTIMORE COUNTY

STANLEY I. PANITZ, INC., : Case No. 83-174-X
Petitioner

ORDER TO ENTER APPEARANCE

Mr. Commissioners:

Pursuant to the authority contained in Section 524.1 of the Baltimore County

Charter, I hereby enter my appearance in this proceeding. You are requested to notify

me of any hearing date or dates which may be now or hereafter designated therefor,

and of the passage of any preliminary or final Order in connection therewith.

Peter Max Zimmerman
Deputy People's Counsel

John W. Hession, III
People's Counsel for Baltimore County
Rm. 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 21st day of January, 1983, a copy of the

foregoing Order was mailed to E. David Silverberg, Esquire, Suite 28, 101 E.

Redwood Street, Baltimore, MD 21202, Attorney for Petitioner, and James W.

Wilson, President, J.M.J., Inc., 3919 Brenbrook Drive, Randallstown, MD 21133,

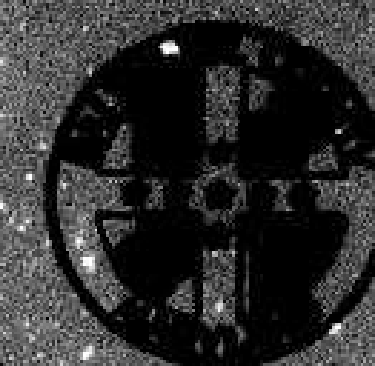
Contract Purchaser.

John W. Hession, III

BALTIMORE COUNTY

ZONING PLANS

ADVISORY COMMITTEE



PETITION AND SITE PLAN

EVALUATION COMMENTS

E. David Silverberg, Esquire
Suite 28, 101 E. Redwood Street
Baltimore, Md. 21202

Stanley I. Panitz, Inc.
108 St. John Road
Baltimore, Md. 21210

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received and accepted for filing this 30th day of November, 1982.

William E. Hammond
Zoning Commissioner

Petitioner Stanley I. Panitz, Inc.

Petitioner's Attorney

Reviewed by: Nicholas B. Commodari
Chairman, Zoning Plans
Advisory Committee

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond

TO: Zoning Commissioner

FROM: Norman E. Gerber, Director

Office of Planning and Zoning

SUBJECT: Zoning Petition No. 83-174-X

Stanley I. Panitz, Inc.

Date: January 19, 1983

There are no comprehensive planning factors requiring comment on this petition.

Norman E. Gerber
Norman E. Gerber
Director of Planning and Zoning

NEG:JGH:hc

cc: Ariane January
Shirley Hess

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

January 31, 1983

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

Nicholas B. Commodari
Chairman

MEMBERS

Bureau of Engineering

Department of

Traffic Engineering

State Roads Commission

Public Works

Health Department

Central Planning

Baltimore Department of

Board of Education

Zoning Administration

Industrial Development

E. David Silverberg, Esquire
Suite 28, 101 E. Redwood Street
Baltimore, Maryland 21202

RE: Item No. 105 - Case No. 83-174-X
Petitioner - Stanley I. Panitz, Inc.
Special Exception Petition

Dear Mr. Silverberg:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

In view of your client's proposal to locate an arcade within the existing shopping center, this special exception hearing is required. A portion of this center was the subject of a previous hearing (Case No. 82-272-X) which granted a special exception for a health spa.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

Nicholas B. Commodari
NICHOLAS B. COMMODARI
Chairman
Zoning Plans Advisory Committee

NBC:bsc

Enclosures

cc: Stanley I. Panitz, Inc.
108 St. John Road
Baltimore, Md. 21210



BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. PISTEL, P.E.
DIRECTOR

January 10, 1983

Mr. William E. Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #105 (1982-1983)
Property Owner: Stanley I. Panitz, Inc.
N/W of Timonium Rd. 125' S/W of Edgemoor Rd.
Acre: 2.618 sq. ft.
District: 8th

Dear Mr. Hammond:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

Baltimore County highway and utility improvements exist and are not directly involved.

York Road (Md. 45) is a State Road; therefore, all improvements, intersections, entrances and drainage requirements as they affect the road come under the jurisdiction of the Maryland State Highway Administration. Any utility construction within the State Road right-of-way will be subject to the standards, specifications and approval of the State in addition to those of Baltimore County.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 105 (1982-1983).

Very truly yours,

Robert A. Murton
ROBERT A. MURTON, P.E., Chief
Bureau of Public Services

RAM:EAM:PR:iss

5-NE Key Sheet
53 & 54 NW 2 & 3 Pos. Sheets
NE 14 A Topo
60 Tax Map

Attachment

Mr. William E. Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #105 (1982-1983)
Property Owner: Stanley I. Panitz, Inc.
N/W of Timonium Rd. 125' S/W of Edgemoor Rd.
Acre: 2.618 sq. ft.
District: 8th

Dear Mr. Hammond:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

The comments supplied in connection with the Zoning Advisory Committee review of continuous sites within the Timonium Shopping Center, in connection with Item 10 (1975-1978) and Item 105 (1982-1983) are enclosed for your consideration.

Development of this property through striping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the stripping of top soil.

The petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisance or damage to adjacent properties, especially by the concentration of surface waters. Detection of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the petitioner.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review for this Item 105 (1982-1983).

Very truly yours,

Robert A. Murton
ROBERT A. MURTON, P.E., Chief
Bureau of Public Services

RAM:EAM:PR:iss

5-NE Key Sheet
53 & 54 NW 2 & 3 Pos. Sheets
NE 14 A Topo
60 Tax Map

Pursuant to the advertisement, posting of property, and public hearing on the petition and it appearing that by reason of the requirements of Section 502.1 of the Baltimore County Zoning Regulations having been met and the health, safety, and general welfare of the community not being adversely affected, the special exception should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 29th day of March, 1983, that the Petition for Special Exception for an arcade, in accordance with the site plan filed herein, is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

1. A maximum of 50 amusement devices shall be located within the enclosed area depicted on the aforementioned site plan as containing 1,700 square feet.
2. All rules for play and conduct required of patrons shall be conspicuously posted in and about the premises and shall be strictly enforced. There shall be no smoking, food, or beverages in the arcade and no one under the age of 18 years on the premises during school hours.
3. The hours of operation shall not extend beyond 11:00 p.m., Sunday through Thursday, and midnight, Friday and Saturday.
4. One of the adult stockholders shall be on the premises during the time the arcade is open to the public.
5. A revised site plan, incorporating the restrictions set forth above, shall be submitted for approval by the Department of Public Works and the Office of Planning and Zoning.

John L. Wimbley
Deputy Zoning Commissioner of
Baltimore County

Baltimore County, Maryland
Department Of Public Works
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204

Bureau of Engineering
ELLSWORTH N. DIVER, P.E., CHIEF

October 6, 1975

Mr. S. Eric Dillman
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #56 (1975-1976)
Property Owner: Stanley I. Panitz, I.O.
Sgt. at a point 173.29' E. of a point on the S/S of
York Rd., 1,377.70' S/S of Greenmeadow Dr.
Existing Zoning: R.L.
Proposed Zoning: Special Exception for a theatre,
pursuant to the provisions of Sec. 230.13.
No. of Acres: 0.2537 District: 8th

Dear Mr. Dillman:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

Comments were submitted in connection with the Zoning Advisory Committee review of a contiguous site for a theatre, Item #165 (1971-1972) within this Timonium Shopping Center complex. Those comments are referred to for your consideration.

The Petitioner again is cautioned that no encroachment upon public drains by construction of any structure, including footings, will be permitted. During the course of excavation or construction required to further develop this site, protection should be afforded by the contractor to prevent damage to the existing drainage system. The protection of the drains and any damage sustained would be the full responsibility of the Petitioner.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating nuisances or damage to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

Public water supply and sanitary sewerage are serving this property which is tributary to the Jones Falls sanitary sewerage system subject to State Health Department imposed restrictions.

Very truly yours,

ELLSWORTH N. DIVER, P.E.
Chief, Bureau of Engineering

ED:AMF/White

cc: D. Grise, G. Pater (File Timonium Shopping Ctr.)

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

To: S. Eric Dillman
ATTN: Oliver L. Myers
FROM: Ellsworth N. Diver, P.E.
January 13, 1972

SUBJECT: Item #106 (1971-1972)
Property Owner: Stanley I. Panitz
5/8 corner York and Greenmeadow Roads
Towson Zoning: R.L.
Proposed Zoning: Special Exception for theatre
District: 8th
No. Acres: 0.265

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

Highways:

York Road (Md. 45) is a State Road; therefore, all improvements, intersections and entrances on this road will be subject to State Highway Administration requirements.

Storm Drains:

Provisions for accommodating storm water or drainage have not been adequately indicated on the submitted plan. There is indication in this office that 21-inch and 42-inch drains exist within, or in close proximity to this site. (See Drawings #59-1290 and #60-0255, File 4) It shall be the responsibility of the Petitioner to ascertain, clarify and indicate any storm drains, whether private or public, and any rights-of-way within the property. The plan must be revised accordingly.

The Petitioner is cautioned that no encroachment upon the drains by construction of any structure, including footings, should be permitted. During the course of excavation or construction required to further develop this site, protection should be afforded by the contractor to prevent damage to the existing drainage system. The protection of the drains and any damage sustained would be the full responsibility of the Petitioner.

York Road (Md. 45) is a State Road. Therefore, drainage requirements as they affect the road come under the jurisdiction of the Maryland State Highway Administration.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damage to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3211
NORMAN E. GARDNER
DIRECTOR

January 18, 1983

Mr. William E. Hammond, Zoning Commissioner
Zoning Advisory Committee
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item #105, Zoning Advisory Committee Meeting, November 30, 1982, are as follows:

Property Owner: Stanley I. Panitz, Inc.
Location: NW/4 Timonium Road 125' S/W of Edgemore Road
Acres: 2.618 sq. ft.
District: 8th

This office has reviewed the subject petition and offers the following comments. These comments are not intended to indicate the appropriateness of the zoning in question, but are to assure that all parties are made aware of plans or problems with regard to development plans that may have a bearing on this petition.

This petition meets the requirements of the Division of Current Planning and Development.

Sincerely yours,

John L. Wimbley
John L. Wimbley
Planner III
Current Planning & Development

JLW:rh

BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3550

STEPHEN E. COLLINS
DIRECTOR

January 3, 1983

Mr. William Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

ZAC Meeting of November 30, 1982
Item Nos. 97, 98, 99, 100, 101, 102, 103, 104, 105, and 106.

Dear Mr. Hammond:

The Department of Traffic Engineering has no comments for Item numbers 97, 98, 99, 100, 101, 102, 103, 104, 105, and 106.

Michael A. Flanagan
Traffic Engineering Assoc. II

MSF/cem

William E. Hammond, Zoning Commissioner
Office of Planning and Zoning

December 2, 1982

Ian J. Forrest

Zoning Variance Items

The Baltimore County Department of Health has reviewed the following zoning variance items, and has no specific comments regarding same:

- Item # 74 - John Barnes
- Item # 75 - Raymond & Alan Hinchliffe
- Item # 77 - David C. & Carol A. Hopkins
- Item # 78 - Henry Knott
- Item # 80 - Henry & Lela Cook
- Item # 81 - Kenneth Dainlein
- Item # 85 - Terry & Joyce Magginn
- Item # 86 - Michael P. & Mary J. Elder
- Item # 93 - McDonald Properties, Inc.
- Item # 97 - Ball E. & Charley A. Whaley
- Item # 98 - El-Jen, Incorporated
- Item # 99 - George B. P. Ward
- Item #100 - Hugo D. Tatter
- Item #101 - Andrew & Courtney Duggs
- Item #103 - Clyde Woodard
- Item #104 - Joel Brown
- Item #105 - Stanley I. Panitz, Inc.
- Item #106 - Wesco Realty

Ian J. Forrest
Ian J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

12/16/82/MSF

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204
825-7310

PAUL H. RENCKE
CHIEF

December 20, 1982

Mr. William Hammond
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Stanley I. Panitz, Inc.

Location: NW/4 Timonium Road 125' S/W of Edgemore Road

Item No.: 105 Zoning Agenda: Meeting of November 30, 1982

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- () 1. Fire hydrants for the referenced property are required and shall be located at intervals or _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead end condition shown at _____ EXCEEDS the maximum allowed by the Fire Department.
- () 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 Edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWER: *George M. Magginn*
Planning Group
Special Inspection Division

Noted and
Approved: *George M. Magginn*
Fire Prevention Bureau

JK/mj/cm

TED ZALESKI, JR.
DIRECTOR

Mr. William E. Hammond, Acting Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item # 105 during Advisory Committee Meeting
are as follows:

Property Owner: Stanley I. Panitz, Inc.
Location: NW/4 Timonium Road 125' S/W of Edgemoor Road
Relating Zoning: B.L.
Proposed Zoning: Special Exception for an arcade

Area: 2618 sq. ft.
District: 8th

The items checked below are applicable:

- All structures shall conform to the Baltimore County Building Code 1981/General Bill 1-81 State of Maryland Code for the Building and Agency and other applicable Code.
- A building and other miscellaneous permits shall be required before beginning construction.
- Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is not required.
- Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.
- An exterior wall erected within 6'0" of an adjacent lot line shall be of one hour fire resistant construction, no openings permitted within 3'-6" of lot line. A firewall is required if construction is on the lot line, see Table 101, Item 2, Section 107 and Table 102.
- Proposed variance conflicts with the Baltimore County Building Code, Section 101.
- A change of occupancy shall be applied for, along with an alteration permit application, and those required sets of drawings indicating how the structure will meet the Code requirements for the proposed change. Business may require a professional seal. Change of occupancy from "M" Mercantile to "A-3" Assembly Recreational.
- Before this office can comment on the above structure, please have the owner, then the services of a Registered in Maryland Architect or Engineer certify to this office, that the structure for which a proposed change in use is proposed comply with the height/area requirements of Table 505 and the required construction classification of Table 101.
- Comments

NOTE: These comments reflect only on the information provided by the drawings submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit.
If desired, additional information may be obtained by visiting Room #122 (Plan Review) at 111 West Chesapeake Ave., 21204.

Very truly yours,

Charles E. Boudreau
Charles E. Boudreau, Chief
Plan Review

CHB:smj

FORM 01-82

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dube, Superintendent

Towson, Maryland - 21204

Date: November 29, 1982

Mr. William E. Hammond
Zoning Commissioner
Baltimore County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

Z.A.C. Meeting of: November 30, 1982

RE: Item No: S-1, 98, 99, 100, 101, 102, 103, 104, 105, 106
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

District:
No. Acres:

Dear Mr. Hammond:

All of the above have no bearing on student population.

Very truly yours,

Mr. Nick Petrovich
Mr. Nick Petrovich, Assistant
Department of Planning

WNP/bp

LAW OFFICES
E. DAVID SILVERBERG

SECOND FLOOR
101 EAST REDWOOD STREET
BALTIMORE, MARYLAND 21202

February 16, 1983

The Honorable Jean M. H. Jung
Deputy Zoning Commissioner of
Baltimore County
County Office Building
Towson, Maryland 21204

Re: Stanley I. Panitz, Inc.
Petition for Special Exception
Case No.: 83-174-X

Dear Commissioner Jung:

A Hearing on the captioned Petition for Special Exception was heard before you on February 8, 1983. At that time Mrs. Patricia A. Nickel appeared as an observer and concerned parent.

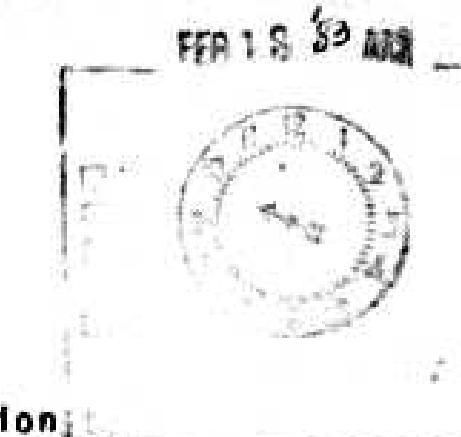
At this Hearing Mrs. Nickel informed the Commission that, based upon a newspaper article which she saw, the Baltimore City Department of Recreation instituted a policy that no patron could spend more than \$2.00 on video games. She was not certain as to whether this was a written policy or if it applied to all of the City recreation centers. You asked that I make inquiry to determine the City's policy.

After making many telephone calls to the City Department of Recreation and Parks, I spoke with Mr. Richard Przybylowski of the Public Relations Office who informed me:

A. That the City has video games in 14 of its recreation centers;

B. That each center has a maximum of 2 machines;

C. That the individual recreation center directors have discretion to set monetary limits on how much each patron can spend daily and the length of time that each patron can play a video machine;



The Honorable Jean M. H. Jung
Deputy Zoning Commissioner of
Baltimore County
Page 2

February 16, 1983

D. That there are no written regulations governing the use of video games by patrons.

Mr. Przybylowski agreed that it is a simple matter for the recreation center directors and employees to monitor the amount of money and time each patron spends playing a video game because there are only 2 machines per center and that it would be nearly impossible to monitor 60 machines per center.

Because the City recreation centers are neighborhood oriented and because of the diversity of activities in the centers, such as ping-pong, pool, basketball, etc., the directors and staff have the opportunity to become personally acquainted with most of their patrons. On the other hand, the Starship Arcade, should the Special Exception be granted, would draw from a much larger area and the owners and security personnel would not have the same opportunity to become acquainted with its patrons.

You raised the issue of the number of patrons allowed in the arcade from the point of view of fire safety. I spoke with Captain Joseph Kelly of the Special Inspection Division of the Baltimore County Fire Department who informed me that pursuant to Chapter 8 of the "Life Safety Code", 1981 Edition, one person per 3 square feet would be allowed within that part of the arcade available to the general public. In order to determine this figure, Captain Kelly and I deducted approximately 400 square feet set aside for office-storage space and approximately 300 square feet for the video machines from the 1,700 square feet contained within the building. This leaves 1,000 square feet available to the general public and according to the "Life Safety Code" formula, not more than 300 people would be allowed within the arcade at one time. A group of people this large would be unmanageable and would not be tolerated by my clients based upon the "No Loitering" rule that would be strictly enforced. On the other hand, we can envision a situation in which there may be occasional tournaments or "family night" promotions which may draw large crowds, but not in excess of 225 people more or less. I believe that the bottom line is that my clients should have some flexibility in this regard so long as due consideration is given to the safety of their patrons.

The Honorable Jean M. H. Jung
Deputy Zoning Commissioner of
Baltimore County
Page 3

February 16, 1983

If you have further questions or require additional information, please feel free to call me and I will be happy to comply with your request.

Very truly yours,

E. David Silverberg
E. David Silverberg

EDS:sms
cc/Mrs. Patricia Nickel
23 Edgemoor Road
Timonium, Maryland 21093

PETITION FOR SPECIAL EXCEPTION

8th Election District

ZONING: Petition for Special Exception
LOCATION: Beginning 302.62 ft. West of Timonium Road, 351.52 ft. Southwest of Edgemoor Road
DATE & TIME: Tuesday, February 8, 1983 at 10:15 A.M.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Exception for an arcade

All that parcel of land in the Eighth District of Baltimore County

Being the property of Stanley I. Panitz, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Tuesday, February 8, 1983 at 10:15 A.M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

BY ORDER OF
WILLIAM E. HAMMOND
ZONING COMMISSIONER
OF BALTIMORE COUNTY



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

WILLIAM E. HAMMOND
ZONING COMMISSIONER

March 29, 1983

E. David Silverberg, Esquire
Suite 2B, 101 East Redwood Street
Baltimore, Maryland 21202

RE: Petition for Special Exception
Beginning 302.62' W of Timonium Road,
351.52' SW of Edgemoor Road - 8th
Election District
Stanley I. Panitz, Inc. - Petitioner
NO. 83-174-X (Item No. 103)

Dear Mr. Silverberg:

I have this date passed my Order in the above referenced matter in accordance with the attached.

Very truly yours,

Jean M. H. Jung
JEAN M.H. JUNG
Deputy Zoning Commissioner

JMHJ/srl

Attachments

cc: John W. Hessian, III, Esquire
People's Counsel

WHITMAN, BEQUARDY AND ASSOCIATES, ENGINEERS

November 12, 1982

BALTIMORE, MARYLAND

TIMONIUM SHOPPING CENTER
Engineering Description To
Accompany Zoning Petition for
ARCADE

Lying and being in the Eighth Election District of Baltimore County, Maryland.

Beginning for the same at the end of the three (3) following courses and distances: (1) South 36°17'20" West, 351.52 feet, as measured along the northwesterly side of Timonium Road, 60 feet wide,

from the southwesterly line of Edgemoor Road, 50 feet wide; (2) South 86°55'44" West, 232.91 feet; (3) North 18°47'06" West, 69.71 feet to the true point of BEGINNING; thence running for the purpose of this description the six following courses and distances: (1) North 18°47'06" West, 35.00 feet; (2) North 71°12'54" East, 100.00 feet; (3) South 18°47'06" East, 17.00 feet; (4) South 71°12'54" West, 49.00 feet; (5) South 18°47'06" East, 18.00 feet; (6) South 71°12'54" West, 51.00 feet to the point of BEGINNING.

Containing 2618.00 square feet of land, more or less.

Kenneth A. McCord
Kenneth A. McCord
Registration No. 1974

235-3450

TIMONIUM SHOPPING CENTER

LEASE AGREEMENT

THIS LEASE AGREEMENT dated this _____ day of _____, 1982, between STANLEY I. RABIN, INC., a Maryland corporation (hereinafter called "Landlord"), JAMES W. WILSON and MAUREN A. WILSON, his wife, and JWM, INC., jointly and severally (hereinafter collectively called "Tenant").

W I T N E S S E T H:

In consideration of the rents, covenants and agreements herein reserved and contained on the part of the Tenant to be observed and performed, Landlord does hereby lease and demise to Tenant, and Tenant does hereby lease and rent from Landlord, to certain premises (hereinafter sometimes referred to as "Leased Premises" or "Premises") as outlined in red on the plat, attached hereto, and made a part hereof for descriptive purposes only, and marked Schedule "A" being a part of the Timonium Shopping Center (hereinafter sometimes referred to as "Shopping Center"), said Leased Premises containing the agreed upon amount of 1,700 square feet (outside dimensions) and no basement.

The parties hereto, each intending to be legally bound hereby, further covenant with each other as follows:

ONE: WORK IN THE LEASED PREMISES.

A. Landlord shall, at its expense, check all heating, air-conditioning, plumbing and electrical systems located in the Premises and ascertain that such systems are in sound operating condition at the commencement date of this Lease. Tenant shall have the right to inspect the Premises prior to the commencement date in order to ascertain that said systems are in sound operating condition; provided, however, that in no event shall Tenant be entitled to terminate this Lease. Landlord further will warrant for a period of sixty (60) days from the delivery of possession of the premises to the Tenant that said systems will be in good working order (subject, however, to any acts of Tenant which cause malfunctioning of the same). Except to the extent set forth above, Landlord shall have no liability or responsibility with regard to the condition of the Premises, Tenant herewith covenants and agrees that it has had full opportunity to inspect the Premises and agrees to accept the same in their present "as is" condition. All work to be performed in the Premises other than particularly specified as being Landlord's work as above shall be completed promptly by Tenant. Any such work shall be done pursuant to plans and specifications prepared by the Tenant and approved in advance by Landlord and Tenant shall be solely responsible for all costs and expenses as a result of such work, including, without limitation, the costs and expenses of all permits, workmen's compensation, building and liability insurance, insurance against mechanics' liens, financing costs, professional fees and commissions.

B. Landlord will notify Tenant when the Premises are available for entry therein by Tenant, whereupon Tenant shall

first (1st) day of the first (1st) full calendar month of the term and any renewal term.

E. In addition to the minimum rental herein reserved, Tenant shall pay to Landlord in each Lease Year as percentage rental for the Premises during the term of this Lease, a sum equivalent to the amount, if any, by which ten percent (10%) of the gross sales (as hereinafter defined) in each rental year during the original term and the renewal term exceeds the quotient obtained by dividing the guaranteed minimum rent paid in such rental year by ten percent (10%). The percentage rental shall be determined and payable annually on or before the sixtieth (60th) day following the closing of each rental year of the term, based on gross sales for such period. Percentage rental paid or payable for any rental year in excess of the minimum rental for such year shall not be applied in any manner to rent payable for any other rental year.

(1) The first rental year of this Lease shall commence on the first (1st) day of the term and shall end at the close of the twelfth (12th) full calendar month of the term; thereafter, each rental year shall consist of periods of twelve (12) full calendar months commencing with each anniversary of the first (1st) day of the first (1st) full calendar month of the term and any renewal term.

(2) The term "gross sales" as used in this Lease shall include all the following sums, whether payable in cash, or credit or otherwise, and notwithstanding that collection of such sums may be made elsewhere than on the Premises or by someone other than Tenant, or that the rights to collection may be assigned, sold or transferred to any other person or business: (1) the selling price of all food, goods, wares and merchandise sold or traded on or from the Premises by Tenant and any subtenant, licensee or concessionaire, and of all such items delivered or shipped from any other place upon orders taken in or transmitted through the Premises or obtained by persons reporting to the Premises; (2) the charges made on, from or through the Premises for all services both on persons and on articles, whether and by whomsoever performed; and (3) the amount of money paid by customers, patrons and users in connection with any use or occupancy of the Premises or any part thereof or any installation therein, including but not limited to coin-operated devices and facilities. Charges and credit items shall be deemed to be gross sales made on the date when the sale is made or the service rendered.

(3) The following shall be excluded from gross sales: (a) any exchange of merchandise between the Premises and other store owned and operated by Tenant, where such exchange is made solely for the convenience of Tenant in the conduct of its business and not for the purpose of consummating a sale made in, at or from the Premises, (b) any returns to shippers or manufacturers for any purpose except a sale, (c) refunds or credits from manufacturers or shippers received in settlement of claims for loss or damage to merchandise, (d) all settlement of claims for loss or damage to merchandise, (e) all future rules, regulations, laws or ordinances, which Tenant is required by law to collect from its customers and to remit to any governmental agency or body, and (e) the amount of free games given by patrons by Tenant for promotional purposes,

at its own risk be permitted to enter the Premises without payment of rent for the purpose of installing its trade fixtures and equipment, said entry to be contingent upon Tenant meeting all other lease obligations including, but not by way of limitation, payment of all utility charges and furnishing of appropriate insurance certificates, to the same extent as though the term of this Lease shall have commenced as of the date of Tenant's entry.

C. Landlord hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the Leased Premises are located and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations thereto or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. However, none of such work shall prevent Tenant from conducting business on the Leased Premises or unreasonably interfere with access thereto.

TWO: TERM AND COMMENCEMENT DATE:

A. The term of this Lease shall commence thirty (30) days after Tenant is granted the Special exception referred to in Section TWENTY-NINE hereof, and shall terminate five (5) years thereafter (the "original term"). The original terms and all renewal terms are hereinafter collectively referred to as the "term".

B. If, both at the time of notice and upon commencement of the renewal term for which the Lease is being renewed, Tenant shall be in possession of the Premises, and shall be doing business therefrom, Tenant shall have the right to renew this Lease, subject to the provisions of Subsection C of this Section TWO, for one (1) additional term of five (5) years, commencing at the end of the preceding term by giving Landlord written notice of Tenant's intention to renew at least six (6) months prior to the commencement date of such renewal term. The renewal shall be on the same terms as provided herein for the initial term, except that the minimum rental, percentage rental and other charges shall be at the rate hereinafter set forth as applicable during the renewal term and Tenant shall have no further right of renewal upon termination of the renewal term.

C. If, at any time during the term of this Lease or any renewal thereof, a default shall have occurred in the performance or observance of any agreement or condition on Tenant's part to be performed or observed, including, by way of example and not by way of limitation, the payment of any installment of guaranteed annual minimum rent or percentage rent, or failure to pay any such installment when due, or any other breach of any agreement or condition, then Landlord shall have the right to terminate any and/or all of Tenant's rights to renew. Such notice of termination shall be effective if given at least six (6) months prior to the commencement date of the next such renewal term, notwithstanding any lapse of time between the giving of notice of termination and the occurrence of the default upon which such notice is predicated. Landlord's right to terminate Tenant's right to renew shall be unaffected by any failure by Landlord to send a notice of default, any acceptance by Landlord of Tenant's cure of a default (including the acceptance of the late payment of a rent), any waiver by Landlord of a default of Tenant, any

provided such amount does not exceed one percent (1%) of gross sales.

(4) The following shall be deducted from gross sales: (1) the amount of any cash or credit refunds or allowances to customers, to the extent such amounts shall have been reported in gross sales in a periodic statement submitted by Tenant under this Lease, provided that if such refunds or allowances are in the form of credits, such credits shall be included in gross sales when used, and provided further, that deduction for any refund, allowance or credit must be claimed in the periodic statement of sales submitted by Tenant under this Lease for the period in which such refund, allowance or credit is made, (2) the amount of customary bona fide discounts allowed to employees to the extent included in gross sales, provided that such deduction is claimed in the same periodic statement of sales submitted by Tenant under this Lease as the sales to which such discounts apply.

(5) Tenant shall (1) not later than sixty (60) days after the close of each rental year deliver a statement, in triplicate, showing the amount of gross sales, exclusions and deductions for such rental year. The statements required to be submitted by this subsection (5) shall separately itemize the amounts claimed for each allowable exclusion and deduction from gross sales for the period involved.

(6) All statements required to be submitted by Tenant hereunder shall be signed and certified as true and correct by an Independent Certified Public Accountant in accordance with Section THREE D.

(7) Tenant and any licensee or concessionaire shall keep and preserve for at least three (3) years at its office nearest the Premises, true and complete accounts, books and records, which shall be an integral part of the permanent accounting system of Tenant and which shall contain, in accordance with generally accepted accounting practice, all information necessary to determine the amount of gross sales and all exclusions and deductions therefrom. In addition, such books and records shall include all tax reporting documents and tax returns relating to the Premises. Landlord, its employees, accountants and agents shall have the right at reasonable times during business hours to inspect and copy such books and records and to make any examination or audit thereof which Landlord may desire. Landlord, its employees, accountants and agents shall have the right, after advance notice to Tenant, to be present at such time that the money from the video machines is collected and counted.

If any examination or audit under this subsection (7) by Landlord shall disclose a liability for rent in excess of the rentals theretofore paid by Tenant for the period audited, the Tenant shall promptly pay such excess, and if such liability shall be in an amount of four hundred fifty dollars (\$450) or more, then Tenant shall promptly pay to Landlord the cost of such audit.

(8) All rentals payable and all statements deliverable by Tenant to Landlord under this Lease shall be paid and delivered to the office of Landlord as herein set

failure by Landlord to exercise a right or remedy hereunder, any prior failure of Landlord to exercise its right to terminate a prior renewal term, and any giving of notice by Tenant of Tenant's intent to renew.

D. Upon the request of either party, the other agrees to enter into a supplementary written agreement in recordable form, specifying the dates as of which the term shall have begun under this Section TWO, and as of which the term shall end, and, if appropriate, certifying that Tenant is in occupancy and that this Lease is in full force and effect.

E. Prior to the commencement of the Term, upon notice from Landlord, Tenant shall at its own risk be permitted to enter the Premises without payment of rent for the purpose of installing its trade fixtures and equipment, said entry to be contingent upon Tenant meeting all other lease obligations, including, but not by way of limitation, payment of all utility charges and furnishing of appropriate insurance certificates, to the same extent as though the term of this lease shall have commenced as of the date of Tenant's entry.

F. Tenant's occupancy or use of the Premises shall constitute acceptance of said Premises by it and an acknowledgment by it that such Premises are in satisfactory condition, and that Landlord has made no express or implied warranty, representation or covenant with respect thereto except as specifically set forth in this Lease.

G. If the Commencement Date is not on the first day of a calendar month, rent for the period between the Commencement Date and the first day of the following month shall be apportioned at the rate hereinbelow provided and shall be due and payable on the Commencement Date.

THREE: RENT

A. Tenant agrees to pay to Landlord fixed guaranteed minimum annual rent during the Term of this Lease in the following amounts:

(1) for months one (1) through four (4) of the first rental year, the sum of Thirteen Thousand Six Hundred and 00/100 Dollars (\$13,600) per annum, payable in equal monthly installments of One Thousand One Hundred Thirty-Three and 34/100 Dollars (\$1,133.34);

(2) for months five (5) through twelve (12) of the first rental year, the sum of Eighteen Thousand, Seven Hundred and 00/100 Dollars (\$18,700) per annum, payable in equal monthly installments of One thousand, Five Hundred Fifty-Eight and 34/100 Dollars (\$1,558.34);

(3) for rental years two (2) and three (3), the sum of Twenty Thousand, Four Hundred and 00/100 Dollars (\$20,400) per annum, payable in equal monthly installments of One Thousand, Seven Hundred and 00/100 Dollars (\$1,700.00); and

(4) for rental years four (4) and five (5), the sum of Twenty-Two Thousand, Nine Hundred Fifty and 00/100 Dollars (\$22,950) per annum, payable in equal monthly

F. Excluding Murphy's Mart, Landlord will not permit any new tenants or existing tenants whose current leases are renewed at Timonium Shopping Center to operate more than two (2) coin-operated video games, nor allow any new tenant to operate an arcade of less than 10,000 square feet in competition with tenant.

installments of One Thousand Nine Hundred Twelve and 50/100 Dollars (\$1,912.50).

At the beginning of the renewal term, the fixed guaranteed minimum annual rent provided herein shall be adjusted to the "Consumer Price Index" (as hereinafter defined). Such adjustment shall be accomplished by multiplying the fixed annual rental in effect in rental year two (2) by a fraction, the numerator of which shall be such Consumer Price Index as of the most recent date prior to the date of such adjustment and the denominator of which shall be such Consumer Price Index as of the date nearest to the Commencement Date (but in no event shall the fixed annual rental be reduced as a result of any such adjustment below the fixed annual rental in effect in rental year five (5) nor shall the fixed annual rental be increased to more than Twenty-Seven Thousand Two Hundred and 00/100 Dollars (\$27,200) per annum), and the fixed annual rental thereby established shall continue in effect as the fixed annual rental. The "Consumer Price Index" is hereby defined to be the Index for the Baltimore, Metropolitan Area, "All Urban Consumers (1967=100) all items"; and if such index shall be discontinued, then any successor consumer price index of the United States Bureau of Labor Statistics, or any successor agency thereto, for the Baltimore Metropolitan Area shall be used.

B. All rents are payable in advance, without notice, demand, set-off or deduction of any kind, upon the first day of each calendar month of the tenancy at the office of the Landlord, or such other place as the Landlord may from time to time designate, and at the expiration of the term Tenant will peacefully yield up to the Landlord said premises in good order and repair, and broom clean. In the event Tenant shall fail to pay the minimum rental by the tenth day of the month, a late charge of One Hundred Dollars (\$100) shall be immediately due and payable, plus interest on the unpaid rental from the tenth day of the month until the rental is paid at the lesser of (i) fifteen percent (15%) per annum, or (ii) the maximum interest rate allowed by law.

C. Landlord hereby acknowledges receipt from Tenant of the sum of Two Thousand, Six Hundred Thirty-Three and 34/100 Dollars (\$2,633.34), of which One Thousand One Hundred Thirty-Three and 34/100 Dollars (\$1,133.34) shall constitute payment by Tenant of the minimum rental due hereunder for the first full month of the term with the balance thereof in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) representing a security deposit. Landlord shall have the right to apply said sum to cure any breach by Tenant of its undertakings hereunder, and Landlord shall be entitled upon any such application of said sum or any portion thereof to require Tenant immediately to restore the full amount of same. Landlord shall be entitled to the full use of said sum and shall not be required to escrow or otherwise segregate the same. Any portion of the Security Deposit which may remain at the end of the Lease term and all renewals, shall be returned to Tenant.

D. The first rental year of this Lease shall commence on the first (1st) day of the term and shall end at the close of the twelfth (12th) full calendar month of the term; thereafter, each rental year shall consist of periods of twelve (12) full calendar months commencing with each anniversary of the

forth for notices, or any other address which Landlord may hereafter designate in writing to Tenant.

(9) Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between the parties, the provisions of this Lease in regard to the payment by Tenant and the acceptance by Landlord of a percentage of gross sales being solely a reservation of rent for the use of the Premises.

FOUR: ~~DELETED.~~

FIVE: CONDUCT OF BUSINESS BY TENANT:

A. Tenant shall use the Leased Premises solely for the purpose of conducting the business of a video machine arcade; it being understood and agreed that in no event shall any food or drinks be allowed in the Premises.

B. Tenant shall conduct continuously in the Leased Premises the business above stated at least during the hours that a majority of the other tenants in the shopping center are open; provided, however, that Landlord shall not be required to light or operate the common facilities (as defined in Section SIX hereof) during hours that a majority of the other tenants in the shopping center are not open. Tenant will not use or permit, or suffer the use of, the Leased Premises for any other business or purpose without the prior written consent of Landlord. There shall be an attendant on the Premises at all times that the Premises are open for business.

C. Tenant will conduct business on the Premises only in the name of STARSHIP ENTERPRISES, and under no other name or trade name unless and until the use of some other name is approved in writing by Landlord.

SIX: PARKING AND COMMON USE AREAS AND FACILITIES:

A. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord, if any, in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, package pickup stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees, and customers, shall be maintained by Landlord and shall at all times be subject to the exclusive control and management of Landlord and Landlord shall have the right (but not the obligation) to do one or more or all of the following: to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to enforce parking provisions for free of meters or otherwise, with appropriate provisions for free parking ticket validation by tenants; to close all or any portion of said areas or facilities to such extent as may, in the

opinion of counsel of Landlord be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Landlord will operate and maintain the common facilities referred to above in such manner as Landlord, in its sole discretion, shall determine from time to time. However, Landlord agrees to keep the parking lot and common areas lighted until 10:30 P.M. seven (7) days a week. Landlord further agrees to make any necessary repairs to the common areas and to arrange for the removal of snow, ice and refuse therefrom. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the property operation and maintenance of the common areas and facilities. Tenant's employees shall be permitted to park on the parking lot.

B. Tenant will pay to Landlord, in addition to the rent specified in Section THREE hereof, as further additional rent, an annual sum at the rate of (1) thirty-two cents (\$.32) per square foot of all floor space in the Leased Premises during rental years one (1) and two (2), (2) thirty-six cents (\$.36) per square foot of all floor space in the Leased Premises during rental years three (3), four (4) and five (5), and (3) forty-three cents (\$.43) per square foot of all floor space in the Leased Premises during the renewal term, as Tenant's share of the cost of operating and maintaining the parking and other common areas of the Shopping Center. Such payments shall be made annually in advance on the first (1st) day of each lease year at the rate of (a) Five Hundred Forty-four and 00/100 Dollars (\$544.00) per annum during rental years one (1) and two (2), (b) Six Hundred Twelve and 00/100 Dollars (\$612.00) during rental years three (3), four (4) and five (5), and (c) Seven Hundred Thirty-one and 00/100 Dollars (\$731.00) during the renewal term. Landlord shall, at no time, and under no circumstances, be liable to Tenant, its customers, employees, agents, invitees, or officers for any damage resulting from the use thereof by Tenant, its customers, employees, agents, invitees, or officers.

SEVEN: SUBORDINATION, OFFSET STATEMENT, ATTORNCMENT:

A. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee in order to make it operative, subject to the provisions of subsection B hereof.

B. Tenant, upon request of any party in interest, including any mortgagee, shall execute promptly such instruments

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ELEVEN: SIGNS AND OUTSIDE DISPLAYS:

Tenant shall not display any sign, picture, advertisement, awning, canopy, merchandise, or notice on the outside of the building of which the Leased Premises are a part, nor on the outside or inside of the Premises herein leased, except as shall be approved by Landlord. The Tenant shall not display any merchandise or showcases or other obstructions on the outside of the building, or the Leased Premises, or in any lobby or passageway adjoining the same which shall extend beyond the border line of the Leased Premises. All interior signs shall be professionally designed, made and installed in accordance with the plans and specifications approved by Landlord.

TWELVE: UTILITIES:

Tenant shall be solely responsible for and promptly pay all charges for heat, air conditioning, water, gas, electricity, telephone, sewer rentals, sewer and water benefit charges, or any other utility used or consumed in the Leased Premises. Should Landlord elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased Premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Landlord with the proper regulatory authority. Landlord agrees that during the term of the Lease or any extensions thereof, the Leased Premises shall at all times be connected to the electric, water and sewer servicing the area wherein the Premises is located. Landlord shall not be liable to Tenant for the failure of any of the above utility services; however, Landlord agrees in the event of any suspension or failure of service not caused by Tenant or its invitees to proceed with reasonable diligence to restore or cause the restoration of such service as soon as it is reasonably practical under the circumstances. Tenant shall use reasonable diligence in the conservation of all utilities.

THIRTEEN: INSURANCE:

A. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, the sidewalks in front of the Leased Premises, and the business operated by Tenant in the Leased Premises (specifically including, without limitation, coverage for liquor-related occurrences by special endorsement or policy if not covered by a general liability insurance policy) in which the limit of public liability shall be not less than \$1,000,000 per person and \$1,000,000 per accident and in which the property damage liability shall not be less than \$100,000. The policy shall name Landlord, any person, firm or corporations designated by name Landlord (including Landlord's mortgagee), and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord at least five (5) days prior to Tenant's entry into possession of the Premises, and at least fifteen (15) days prior to expiration of the policy then in force,

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or certificates to carry out the intent of Section A above as shall be requested by the Landlord.

C. Tenant agrees, within ten (10) days of any request therefore, to certify in writing that this Lease is in full force and effect and that there are no defenses or offsets thereto or defaults thereunder, or if any exist, stating those claimed by Tenant.

EIGHT: ASSIGNMENT AND SUBLETTING:

A. Tenant expressly covenants that it will not assign, mortgage or encumber this Lease nor underlet or suffer or permit the Leased Premises or any part thereof to be used by others. Any assignment for the benefit of creditors or otherwise by operation of law, or transfer of all or any part of the stock of Tenant if Tenant is a corporation, shall not be effective to transfer Tenant's interest in this Lease unless Landlord first shall have consented to same in writing. Failure to obtain Landlord's prior consent in each instance shall constitute a default hereunder, and the obtaining of Landlord's consent in any one instance shall not waive the obligation to obtain same in any subsequent instance.

NINE: MAINTENANCE OF LEASED PREMISES:

A. Tenant shall make all repairs, replacements, and decorations and shall at all times keep the interior and exterior of the Leased Premises (including maintenance of exterior entrance, all glass, window moldings, canopy lighting and downspouts and gutters) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical system, plumbing fixtures, any air conditioning and any other mechanical system or installation) in good order, condition and repair (including reasonably periodic painting as determined by Landlord), damage by casualty excepted to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement. Notwithstanding the foregoing, structural repairs to the roof, foundations and exterior walls unless necessitated by the negligent act of Tenant or its invitees, shall be the responsibility of Landlord upon receipt of notice from Tenant of the need for same. Tenant shall give prompt notice to the Landlord of any damage that may occur.

B. At the expiration of the tenancy hereby created, Tenant shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereto under this Lease, ordinary wear and tear and any damage by insured casualty excepted. Unless Landlord shall otherwise consent in writing, Tenant shall remove all its trade fixtures, and any alterations or improvements as provided in Section TEN in hereof, before surrendering the Leased Premises caused thereby. Repair any damage to the Leased Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

C. Tenant agrees as follows:

(1) All loading and unloading of goods shall be done through the rear entrance so long as it is reasonably usable by Tenant's trucks and racks.

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Tenant shall deliver a replacement policy or certification thereof.

B. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article, or conduct Tenant's business in a manner which may be prohibited by the standard form of fire and extended coverage insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance over the rates thereof otherwise available to Landlord that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said premises or the building of which they are a part or of the Shopping Center, resulting from the type of business operated by Tenant or by any act or omission of Tenant in the Leased Premises, whether or not Landlord has consented to the same and whether or not said act or omission is referred to in the Landlord's policy of insurance. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises. Tenant also shall comply promptly with all reasonable requests of the Fire Rating Bureau and/or Landlord's insurance carrier with respect to the conduct of Tenant's business on the Premises and the installation and types of Tenant's fixtures, equipment and improvements. Tenant further agrees to pay to Landlord, as additional rent, all premiums for insurance for the Leased Premises within thirty (30) days after receipt by Tenant of a written notice from Landlord assessing such costs. If a separate premium bill is not issued for the Leased Premises, Tenant shall pay, as additional rent, its "proportionate share" (as defined in Section Nineteen hereof) of the insurance premiums on the Shopping Center.

C. Each of the parties hereto hereby releases the other, to the extent of the releasing party's actual recovery under its insurance policies, from any and all liability for any loss or damage which may be inflicted upon the property of such party, even if such loss or damage shall have arisen out of the negligent or intentionally tortious act or omission of the other party, its agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy or damage insurance shall contain a clause to the effect that this release shall not affect the said policy or the right of the insured to recover thereunder.

FOURTEEN: INSPECTION:

A. Landlord or Landlord's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the four months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "For Lease" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to

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(2) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at times and places reasonably specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at a reasonable cost to Tenant.

(4) No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(5) No loudspeakers, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.

(6) Tenant shall keep the Premises at a normal temperature during business hours and at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The sidewalk areas immediately adjacent to and adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by the Tenant to the satisfaction of the Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas, and in the event of any violation of this covenant, Landlord may, at its option, correct such violation and charge the Tenant for the cost thereof.

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

(9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage (whether the same occurs on or off the Premises) resulting from a violation of this provision in writing by a licensed plumber shall be borne by Tenant, who shall, or whose employees, agents, or invitees shall have caused it.

(10) Tenant agrees to keep the Premises free and clear of any vermin or other pests and where necessary, or where reasonably requested by Landlord, Tenant agrees, at its expense, to use a reputable pest extermination contractor.

(11) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

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open and permit an entry into said Premises, at any time, when for any reason an entry therein shall be immediately necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

B. If an excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent; provided, however, that such work shall not unreasonably interfere with Tenant's use of the Lease Premises or the conduct of Tenant's business.

FIFTEEN: REMOVAL OF FIXTURES:

If after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures, signs or other property prior to such said default, removal, or expiration of lease, then and in that event, the said fixtures, signs and property shall be deemed abandoned by Tenant, and shall become the property of the Landlord, or Landlord may notify Tenant to remove same at Tenant's own cost and expense. Upon the failure of Tenant to remove the same (whether or not a notice is given to Tenant), Landlord may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Tenant, and store the same in the name and at the expense of Tenant or those claiming through or under Tenant, whether or not the warehouseman is authorized to sell said goods for nonpayment of storage charges, without in any way being liable for trespass, conversion or negligence by reason of the acts of Landlord or anyone claiming under it or by reason of the negligence of any person in caring for such property while in storage. Tenant will pay to Landlord upon demand any and all expenses and charges incurred upon such removal and storage, irrespective of the length of time of storage.

SIXTEEN: FIRE OR OTHER CASUALTY:

A. If the Premises shall be damaged by fire, smoke, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part for the term for which leased, Landlord shall promptly at its own expense cause such damage to be repaired, and this Lease and the rental hereunder shall in no way be affected. If by reason of such occurrence, the Premises shall be rendered untenable for the use for which leased, Landlord shall promptly at its own expense cause the damage to be repaired, unless within thirty (30) days after said occurrence Landlord shall give Tenant written notice

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(12) Tenant will not overload the electrical wiring and will not install any additional electrical wiring or plumbing unless it has first obtained Landlord's written consent thereto, and if such consent is given, Tenant will install them at its own cost and expense. Landlord hereby consents to Tenant installing additional electrical wiring in accordance with all building code requirements and all applicable laws, regulations and ordinances, at the sole cost and expense of Tenant. All such additional wiring shall be subject to the applicable provisions of Section TEN hereof.

Landlord reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate reasonable additional rules and regulations applicable to the Leased Premises. Notice of such rules and regulations amendments and supplements thereto, if any, shall be given to the Tenant. Tenant agrees to comply with all such reasonable rules and regulations upon notice to Tenant from Landlord.

D. If Tenant should default in the performance of any of its obligations hereunder, Landlord shall be entitled (but shall not be obligated), in addition to any other rights it may have in law or equity, and after written notice to Tenant except in the case of emergency, to cure such default, and Tenant shall reimburse Landlord for any reasonable sums paid or reasonable costs incurred by Landlord in curing such default, plus interest thereon at the rate of fifteen percent (15%) per annum, which sums, costs and interest shall be deemed to be additional rent hereunder and shall be payable by Tenant upon demand by Landlord.

TEN: ALTERATIONS:

Tenant shall not paint or decorate, or make any alterations, additions or improvements to the Premises, or any part thereof, without Landlord's prior consent in each instance first had and obtained, provided, however, that Tenant may make minor interior changes to the Premises (including painting and decorating) which do not impair the structural strength of the Premises or in Landlord's reasonable opinion do not reduce the value of the Premises. Any alterations, additions or improvements made by Tenant shall immediately become the property of Landlord (excluding Tenant's trade fixtures which shall remain the property of Tenant) and shall remain upon the Premises or Landlord, at its election, may require Tenant to remove same and restore the Premises to their original condition, in which event Tenant shall comply with such requirement prior to the expiration or other termination of this Lease. Tenant shall not cut or drill into or secure any fixtures, apparatus or equipment of any kind in or to any part of the Premises without first obtaining Landlord's written consent. Tenant shall cause to be removed within five (5) days after notice thereof any lien, including any mechanic's lien asserted against work performed upon the Premises. Landlord hereby consents to Tenant installing additional electrical wiring in accordance with all building code requirements and all applicable laws, regulations and ordinances, at the sole cost and expense of Tenant.

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that it has elected not to reconstruct or repair the Premises, in which event this Lease and the tenancy hereby created shall cease as of the date of said occurrence, and the minimum rent, percentage rental, and additional rental shall be adjusted as of the date of such occurrence, and in which event all recoveries by Landlord under any fire and extended coverage insurance policy or policies which it may carry shall be the sole and exclusive property of Landlord. In the event that Landlord elects to repair the Premises and not terminate the lease, the minimum rental shall be abated in whole until the substantial completion of repairs in accordance with Baltimore County standards for the operation of a store, or until the resumption of business by the Tenant, whichever shall first occur. If by reason of such occurrence the Premises are rendered only partially untenable for the use for which leased, the Landlord shall promptly at its own expense, cause such damage to be repaired and the minimum rent shall be abated proportionately to the Tenant's loss of effective use of the Premises, unless said damage occurs within two (2) years prior to the end of the initial term or the then-current renewal term, in which event Landlord shall have the right to terminate notice within thirty (30) days of said occurrence to terminate this Lease and whereupon rental shall be adjusted as of the date of such occurrence and Landlord shall retain said insurance proceeds. The obligation of the Landlord to repair or reconstruct the Premises imposed by this Section shall extend only to the Premises in the form and condition in which they were turned over to Tenant by Landlord, including such equipment and appliances as were furnished by Landlord, and only to extent of the insurance proceeds available therefor.

B. Any delays in the repair or reconstruction of the Premises arising from the adjustment of insurance against loss or from labor difficulties, shortage of material or any cause beyond the direct control of Landlord shall not entitle Tenant to any compensation nor amount to an actual or constructive eviction. This subsection B shall apply not only in the event of the contingencies provided for by this paragraph SIXTEEN but also in the event of any other repairs and improvements made by Landlord to the Premises or other property of Landlord in the Shopping Center.

SEVENTEEN: CONDEMNATION, ETC.:

A. If any part of the Leased Premises or twenty percent (20%) or more of the land comprising the Shopping Center shall be acquired or condemned by right of eminent domain or under threat or imminence of the exercise of the right of eminent domain for any public or quasi public use or purpose, then Landlord at its election may terminate this Lease by giving notice to Tenant and apportioned and adjusted as of the date minimum rent shall be apportioned and adjusted as of the date of termination. If the term of this Lease shall not be terminated as aforesaid, then the terms of this Lease shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken (subject to any governmental restrictions, cures, breakdown of equipment, or other causes beyond the reasonable fires, other casualties or other causes beyond the reasonable control of Landlord) repair or rebuild what may remain of the Leased Premises for the occupancy of Tenant; and a just proportion of the minimum rent shall be abated, according to the

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nature and extent of the injury to the Leased Premises, until what remains of the Leased Premises shall be repaired and rebuilt as aforesaid; and thereafter a just proportion of the minimum rent shall be abated, according to the nature and extent of the part of Leased Premises acquired or condemned, for the balance of the term of the Lease.

B. Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any such seizure, taking or condemnation or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord to join with Landlord in contract of sale, lease, or any petition for the recovery of damages, if requested by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable (1) for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty and (2) for relocation expenses; provided that any damages awarded to Tenant do not serve to reduce the award otherwise due and payable unto Landlord.

EIGHTEEN: GOVERNMENTAL REGULATIONS:

Tenant shall commit no waste or nuisance upon the Premises, and shall, at Tenant's sole cost and expense, observe and comply with all laws, rules, regulations, orders, directions, and requirements of all governmental departments, bodies, bureaus, agencies and officers, and with all reasonable rules, regulations, requirements, regulations and recommendations of Landlord's insurer and the local board of fire underwriters and other fire insurance rating organizations for the area in which the Premises are situated, pertaining to the Leased Premises or the use and occupancy thereof, such as, but not limited to, National Fire Protection Association Bulletin No. 96. In the event Tenant shall fail or neglect to comply with any of the aforesaid laws, rules, regulations, orders, directions, requirements or recommendations, Landlord or its agents may enter the Premises and take all such action and do all such work in or to said Premises as may be necessary in order to comply with such laws, rules, regulations, orders, directions, requirements or recommendations, and Tenant shall reimburse Landlord promptly upon demand for the expense incurred by Landlord in taking such action and performing such work.

NINETEEN: REAL ESTATE TAXES:

Landlord shall pay all real estate taxes, and assessments levied upon or assessed against the land and buildings comprising the Shopping Center of which the Premises are a part during the term of this Lease. In the event that the real estate taxes and assessments payable by Landlord with reference to the land and buildings comprising said unit shall be increased in any tax year during the term of this Lease, over the amount of such taxes due and payable for the fiscal year in which the term of this Lease commences, by reason of either an increase in the tax rate or an increase in the assessed valuation of said land and buildings, or the levy assessment or imposition of any tax on real estate or rentals arising therefrom, such tax not now levied, assessed or imposed, regardless of

whether same is in lieu of or in addition thereto (the amount of the increase being hereinafter referred to as the "tax increase"), Tenant shall pay to Landlord, as additional rent, its "proportionate share" (as hereinafter defined) of such tax increase within thirty (30) days after receipt by Tenant of a written notice from Landlord assessing Tenant's proportionate share of such increase. Tenant's "proportionate share" of such increase shall be that fraction of the total thereof as the which bears the same proportion to the total thereof as the gross ground floor area leased to Tenant shall bear to the gross ground floor building area in the entire Shopping Center. Notwithstanding the foregoing, if either (a) the Premises are taxed or assessed as a separate unit, or (b) although the Premises are taxed or assessed together with other areas or structures, the tax or assessed together with other areas or structures, the increase in real estate taxes and assessments as being attributable solely to the Premises, then in either of such events, Tenant's share of any such increase shall be the full amount of the tax increase as so determined to be applicable to the Premises.

TWENTY: DEFAULT:

A. (1) If Tenant shall default in the payment of any installment of guaranteed annual minimum rent or percentage rent required of Tenant, or any part thereof and if such default shall continue for ten (10) days after the payment shall be due, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to commence to cure said default within thirty (30) days after notice of said default from Landlord and thereafter, diligently continue to effect such cure (subject to delays beyond Tenant's control), or (3) if any person shall levy upon, take, or attempt to take this Leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall take default with respect to any other lease between it and Landlord, or (5) if the Premises shall be deserted, vacated, abandoned, or if business operations shall not be conducted therein for a period of five (5) more days (other than a cessation of business not to exceed thirty (30) days for the sole purpose of remodeling the premises), or (6) if this Lease or any interest therein shall be operation of law devolve upon or pass to any person or persons other than Tenant, or (7) if Tenant shall fail to move into and take possession of the Leased Premises, renovate same as required hereunder and promptly open for business, then, in any of said cases (notwithstanding any license of any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately, or at any time thereafter, and without any further notice or demand, terminate this Lease and Tenant will forthwith quit and surrender the Leased Premises, but Tenant shall remain liable as hereinafter provided.

B. If this Lease shall be terminated, as provided in this paragraph:

(1) The Landlord may immediately, or at any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property therefrom either by summary disposition proceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise,

without being liable for any damages therefor. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease.

(2) The Landlord may relet the whole or any part of the Leased Premises for a period equal to, or greater or less than the remainder of the term of this Lease, at such rental and upon such terms and concessions as the Landlord shall deem reasonable, to any tenant or tenants which it may deem suitable and satisfactory and for any use and purpose which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to relet the Leased Premises, or in the event of such reletting, for failure to collect the rent thereunder. Any sums received by the Landlord on a reletting in excess of the rent reserved in this Lease shall belong to the Landlord.

C. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy in law or in equity, including, but not limited to, distraint. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

D. Tenant shall be responsible for all costs and expenses incurred by Landlord as a result of any default of Tenant of any rent collection, ejectment, eviction or bankruptcy proceeding, including, without limitation, all court costs and attorneys' fees.

TWENTY-ONE: WAIVERS:

The failure of the 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. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

TWENTY-TWO: TENANT'S PROPERTY:

A. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or place in, upon or about the Leased Premises by the Tenant and for payment of all minor privilege taxes, and sign permits and license fees, if any.

B. Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the street or gutter or from any other place of or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi public work. All property of Tenant kept or stored on the Leased Premises shall be kept or stored at the risk of Tenant as to damage or injury to person or property, including subrogation claims by Tenant's insurance carriers, unless such damage or injury shall be caused by the willful act or gross neglect of Landlord.

C. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

TWENTY-THREE: HOLDOVER:

If the Tenant shall occupy said Premises with the consent of the Landlord after the expiration of this Lease, and rent is accepted from Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only from the date of such expiration, and occupation thereafter shall operate to extend the term of this Lease for but one month at a time unless other terms of such extension are endorsed in writing and signed by the parties hereto. In any event, if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate it to pay rent for an additional calendar month, following the month in which Tenant has vacated the Leased Premises.

TWENTY-FOUR: ADDITIONAL RENT:

Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the rental 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.

TWENTY-FIVE: BANKRUPTCY, ETC.:

To more effectively secure Landlord against loss of the rent and other payments provided to be made by Tenant, it is agreed as a further condition of this Lease that the filing of any petition in bankruptcy, insolvency or other debtor's proceedings or against Tenant, or the adjudication in bankruptcy of Tenant or the appointment of a receiver for Tenant by

any court, or Tenant's making an assignment for the benefit of creditors, or Tenant's interest in the Lease passing to another by operation of law (if and only if, as to any involuntary proceeding, Tenant has not cured the same within sixty (60) days of the filing thereof), shall be deemed to constitute a breach of this Lease, and thereupon, without entry or other action by the Landlord, this Lease shall, at the option of the Landlord, become and be terminated, and upon such breach, notwithstanding any other provisions of this Lease, the Landlord shall forthwith upon any such termination be entitled to recover the rent reserved in this Lease for the residue of the term hereof less the fair market value of the Premises for the residue of said term.

TWENTY-SIX: QUIET ENJOYMENT:

Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby leased without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

TWENTY-SEVEN: RECORDING:

If this Lease or a memorandum hereof or any document referring to this Lease is recorded by either party, the costs thereof, including all transfer and documentary stamp taxes, shall be borne by the party recording same.

TWENTY-EIGHT: MISCELLANEOUS:

A. It is agreed that Landlord has not made any statement, promise or agreement, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligations of Landlord shall be implied in addition to the obligations herein expressed.

B. All notices to be given hereunder by either party shall be in writing and given to Landlord or Tenant, and shall be sent by registered or certified mail, postage prepaid, addressed to the party intended to be notified at the post office address of such party last known to the party giving notice, and notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date when deposited in any post office, or in any post office box regularly maintained by the Federal Government. A duplicate copy of all notices from Tenant shall be sent to mortgagee if Landlord has informed Tenant of the name and address of the mortgagee. A mortgagee shall have the same rights to cure any default which Landlord has. Unless written notice to the contrary is given, all notices to Landlord shall be sent to 108 St. Johns Road, Baltimore, Maryland 21209, and all notices to Tenant shall be sent to the Premises.

C. The covenants and agreements contained in the foregoing lease are binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,

administrators, successors, legal representatives and assigns, subject to the provisions of Section EIGHT hereof.

D. The headings of the Sections in this Lease are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation of the scope of the particular paragraphs which they precede.

E. Wherever in this Lease the prior approval or consent of Landlord is required to be obtained by the Tenant, such approval shall not be withheld unreasonably.

F. Tenant hereby waives any and all rights which it may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

G. This lease consists of 29 numbered Sections and a plan marked Schedule A.

TWENTY-NINE: SPECIAL EXCEPTION:

It is understood and agreed that Tenant must obtain a Special Exception from Baltimore County to operate a video machine arcade in the Premises. Tenant agrees that within seven (7) days from the date hereof, Tenant shall file the necessary application and attachments for said Special Exception. Tenant further agrees to use its best efforts and due diligence to obtain the Special Exception. If the Tenant has not received the Special Exception within ninety (90) days from the date hereof, Landlord may terminate this Lease on ten (10) days notice to Tenant, and neither party shall thereafter be under any liability to the other with respect to this Lease and the relationship of the parties shall be the same as if this Lease had never been made; provided, however, Landlord may not terminate this Lease before one hundred twenty (120) days from the date hereof if Tenant has used its best efforts and due diligence to obtain the Special Exception within ninety (90) days from the date hereof. In any event, if Tenant has not received the Special Exception within one (1) year from the date hereof, this Lease shall automatically terminate and neither party shall thereafter have any liability thereunder. Landlord agrees to cooperate fully with Tenant in Tenant's efforts to obtain the Special Exception, provided that such cooperation shall not require Landlord to incur any costs or expenses whatsoever.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Lease the day and year first above written.

ATTEST: STANLEY I. PANITZ, INC.

By Stanley I. Panitz, President (SEAL)
Secretary Landlord

WITNESS:

JAMES W. WILSON (SEAL)
MAUREEN A. WILSON (SEAL)
JMW, INC.
By James W. Wilson, President (SEAL)
Tenant

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District: 8 Date of Posting: 11/21/82
Posted for: Stanley I. Panitz, Inc.
Petitioner: Stanley I. Panitz, Inc.
Location of property: 302 St. Johns Rd. N. of Comm. Rd.
Location of sign: on face of store; located - Comm. Rd. on lane location - 2nd St. entrance
Remarks: Man. 2. 6/1/82
Posted by: Man. 2. 6/1/82 Date of return: 11/23/82
Number of Signs: 3

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received this 17 day of November, 1982.
Filing Fee \$ 100.00 Received: ☒ Cash ☐ Other

If # 105
CS #
Petitioner: Stanley Panitz Submitted by: J. Wilson
Petitioner's Attorney: E. David Silaberg Reviewed by: J. Wilson
William E. Hammond, Zoning Commissioner

*This is not to be interpreted as acceptance of the Petition for assignment of a hearing date.

Engineer - Russell E. H. H.
235-3450

E. David Silverberg, Esquire
101 E. Redwood Street
Suite 2B
Baltimore, Maryland 21202

Please make the check payable to Baltimore County, Maryland, and remit to Arlene January, Zoning Office, Room 113, County Office Building, Towson, Maryland 21204, before the hearing.

WILLIAM E. HAMMOND
Zoning Commissioner

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

AMOUNT \$61.20

RECEIVED FROM E. David Silverberg, Esquire

FOR Advertising & Posting Case No. 83-174-X
(Stanley I. Panitz, Inc.)

C 019*****012010 8002A

VALIDATION OR SIGNATURE OF CASHIER

Blackburn
Manager

Cost of Advertisement, \$

[illegible]

Blackburn
Manager

Cost of Advertisement, \$

cc: J.M.J., Inc.
c/o James W. Wilson
3919 Bransbrook Drive
Randallstown, Maryland 21133


ZONING COMMISSIONER OF
TIMORE COUNTY

6 123*****1002010 21824

VALIDATION OR SIGNATURE OF CASHER

Cost of Advertisement, \$ 25.20

[illegible]

Cost of Advertisement, \$ 25.20

[illegible]