

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
S/S Sulphur Spring Road, 950' W *
of the c/l Hammonds Ferry Road * ZONING COMMISSIONER
(2209 Sulphur Spring Road) *
13th Election District * OF BALTIMORE COUNTY
1st Councilmanic District *
The Lansdowne Improvement Assoc. * Case No. 96-513-SPH
Petitioners *

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner as a Petition for Special Hearing for that property known as 2209 Sulphur Spring Road, located in the vicinity of Washington Boulevard, Sulphur Spring Road, T-695 and the Baltimore and Ohio Railroad in Halethorpe. Unlike the majority of cases which come before the Zoning Commissioner, this Petition was not filed by the owners of the property. Rather, the Petition was filed by the Lansdowne Improvement Association, through its president, Jake Miller. The Petitioners seek a determination as to whether the use of the subject property is in compliance with the B.C.Z.R. and the site plan submitted. Also incorporated into the special hearing request was a letter from Jake Miller to Arnold Jablon, Director of the Department of Permits and Development Management (DPDM), dated April 13, 1996, wherein it is requested that an investigation into the use on the subject property be undertaken by the Zoning Enforcement Division of that agency, since numerous complaints have been registered by the community.

Appearing at the hearing on behalf of the Petition were Jake Miller, Lois Smith and Theresa Lowry, officers of the Lansdowne Improvement Association, and numerous other residents of the surrounding community, all of whom signed the Petitioner's Sign In Sheet. Appearing on behalf of the respondent were James P. Sheridan, Chief Executive Officer of the

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4/23/96
Date
By

Beverage Capital Corporation, Contract Lessee of the subject property, William Donithan, Transportation/Warehouse Manager, John N. Erdman, Traffic Consultant, James V. Caronna, commercial real estate broker, and David S. Thaler, a principal in D. S. Thaler and Associates, Inc., land use consultants, engineers and surveyors. The respondents were represented by Alan Betten, Esquire.

Testimony and evidence offered revealed that the subject property is zoned M.L.-I.M. and is improved with a large concrete block warehouse building of approximately 312,000 sq.ft. The property is owned by Proctor Sillex, Inc. and leased to Great Distribution and Warehouse, Inc. By sublease, Great Distribution and Warehouse, Inc., has leased the property to the respondent, Beverage Capital Corporation.

The fundamental question raised by the Petition is clear; what is the use that is occurring on the property as defined within the Baltimore County Zoning Regulations (B.C.Z.R.)? More specifically, the Petitioners request a determination by this Zoning Commissioner as to whether the property is being used as a trucking facility, or a warehousing operation. The issue presented in this case is identical to a matter which I considered while a member of the County Board of Appeals. In that case, a community association requested an interpretation of the B.C.Z.R. to determine the nature of the use of a United Parcel Service (UPS) facility in Loveton. That case generated much public interest and controversy and eventually, by appeal, went before the Court of Appeals of Maryland. Needless to say, participation in that case has familiarized me with the relevant zoning regulations.

The physical characteristics and features of the site are not in dispute. As noted above, the property is located adjacent to Sulphur

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9/23/96
Bsp

Spring Road and is near I-95 and I-695, major highways in southwest Baltimore. Much of the character of the surrounding locale is manufacturing/commercial in appearance. However, unfortunately for the Petitioners, vehicular access to the site is available only by way of Sulphur Spring Road, which passes through a residential community where many of the Petitioner's witnesses reside. This case has arisen as a result of the heavy truck traffic which uses Sulphur Spring Road to access the subject site on a daily basis. Needless to say, the residents oppose the effects of this truck traffic and have Petitioned this Zoning Commissioner in the hope of obtaining a determination that the use on the property is improper.

Testimony was received from numerous residents of the Lansdowne community. Lois Smith testified that she resided in the community for many years, until August, 1996 at which time she relocated to Pennsylvania. She testified about the heavy volume of truck traffic on Sulphur Spring Road which occurs on a daily basis. Ms. Smith noted that Beverage Capital Corporation's operation at this site is 24-hours a day, 7 days a week, and that approximately 100 to 300 trucks visit the site daily. Ms. Smith presented a video tape of this traffic and argued that in her opinion, the subject site is used as a trucking facility.

Similar testimony was offered by other residents. Edward J. Kasemeyer and James E. Freeburger indicated that a large volume of trucks visit the subject site on a daily basis and compared the use of the site to the prior operation on the property which was conducted by Proctor Silex. They noted that the present operation is much more intensive in terms of the volume of truck traffic and hours of operation. Testimony was also received along these lines from Emory McGlothlin, who has been a tractor-trailer driver for approximately 33 years. Based on his experience,

he opined the property is used as a trucking facility. Similar testimony was received from Barbara Lorenz, Leo Cronin and Mike Hardester. These witnesses also testified about the intensive use of the site and the amount of trucks which visit the property. Mr. Hardester, in particular, noted that a number of independent truckers visit the facility. In his judgment, this factor is persuasive in reaching a determination that the business is a trucking facility. His testimony was corroborated by David Hardester, Dorothy Imwold and Theresa Lowry.

On rebuttal, Mr. Sheridan testified extensively about Beverage Capital Corporation's operations on this site. He noted that his company maintains four locations in the Baltimore Metropolitan Area and produced a map (Respondent's Exhibit 1) which depicts the four locations and uses of those plants. He testified that no manufacturing operation occurs on the subject site. Rather, the manufacture of the company's products (soft drinks) occurs at 401 E. 30th Street in Baltimore City, and 1620 Whitehead Road in Baltimore County. Mr. Sheridan testified that the subject property is used exclusively as a warehouse and that only the raw materials necessary to the manufacture of the company's products, and the finished products themselves, are stored therein. Although the Sulphur Spring Road property contains 29 loading docks, the primary purpose is to house the company's finished products and the raw materials needed for the manufacturing operations.

Testimony was also received from William Donathin, the transportation/warehouse manager. Mr. Donathin described in detail the operation of the company on a daily basis. He acknowledged that this site is busy with truck traffic, but that the primary purpose of the facility is storage.

Expert testimony was also received from Mr. Coronna, real estate broker, and Mr. Thaler, professional engineer. Mr. Coronna indicated that the property was marketed as a warehouse facility. Mr. Thaler testified extensively as to the history of the site and compared the issue present in this case to that in the UPS matter. He concluded that this site is a warehouse facility and opined that the use is permitted as of right, pursuant to Section 253.1.B(15) of the B.C.Z.R.

In addition to these witnesses, testimony was also received from several employees of Baltimore County. Kevin Connor, the former zoning inspector for this area, visited this site in 1994 in response to complaints made by the community. Mr. Connor, who no longer is employed as an inspector, testified that he concluded, based upon his inspection of the property, that the use of the site was permitted by right as a warehouse. James Thompson, Zoning Enforcement supervisor, and Robert Hannon, Director of the Department of Economic Development, also testified in support of the respondents.

Joseph Schrack, the present zoning inspector, has also been to the site recently. However, his opinion is in agreement with that of the Petitioners. He believes the use of the property is more closely akin to a trucking facility.

Subsequent to the hearing, and by agreement of the parties present thereto, I visited the site and observed first-hand the business operation conducted at the subject facility. I also toured the surrounding neighborhood.

Section 101 of the B.C.Z.R. defines terms used throughout the regulations. Certain uses are defined within that Section. It is those definitions which must be applied to any given use; not the definition

found in Webster's Dictionary or the commonly held meaning of the term. A trucking facility is defined as "A structure or land used or intended to be used primarily (a) to accommodate the transfer of goods or chattels from trucks or truck trailers to other trucks or truck trailers, or to vehicles of other types, in order to facilitate the transportation of such goods or chattel; or (b) for truck or truck trailer parking or storage." The definition then goes on to elaborate on that definition. A warehouse is defined as "A building or part of a building used or intended to be used primarily for the storage of goods or chattels that are to be sold retail or wholesale from other premises or sold wholesale from the same premises; for the storage of goods or chattels to be shipped or mail ordered; for the storage of equipment or materials to be used or installed at other premises by the owner/operator of the warehouse; or for similar storage purposes."

In the M.L. zone (Section 253 of the B.C.Z.R.), uses are listed which are permitted as a matter of right and by special exception. The storage, warehousing or wholesale distribution of any product whose sale or final processing or production is permitted as of right as a principle use in the M.L. zone is allowed (Section 253.1.B.15 of the B.C.Z.R.) Also permitted are food products manufacturing, compounding, packaging or treatment (Section 253.1.A.17 of the B.C.Z.R.). As to the special exceptions listed in Section 253.2 of the B.C.Z.R., trucking facilities are permitted pursuant to Section 253.2.A.6 thereof.

Although the testimony and evidence offered at the public hearing held in this case was instructive, the site visit was persuasive. While at the site, I observed the actual use of the property. The majority of the building was occupied by finished product. The product on the floor was

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9/23/96
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DEC 1996

packaged in bulk and labeled with the date of production and delivery to the site. On the date I visited (September 17, 1996), I noticed that some of the product had been stored at the facility since April, 1996. The majority of the product had been received on the site in July, August, or earlier this month. Also observed was the raw material needed for the production of the soft drinks, i.e., cans, plastic wrap, flavoring, etc.

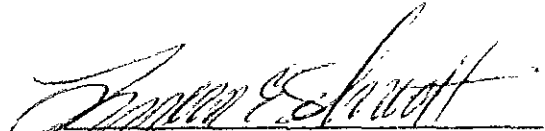
Based on these observations, as well as the testimony and evidence offered, it is clear in my judgment that the subject site is used as a warehouse operation. Although the delivery and transport of the material stored at the subject site involves a significant volume of truck traffic, there is no doubt that the purpose of this facility is for storage, or "...goods or chattels that are to be sold retail or wholesale from other premises, or sold wholesale from the same premises" and, "...for the storage of equipment or materials to be used or installed at other premises by the owner/ operator of the warehouse." Thus, this use is expressly permitted by Section 253.1.B.15 of the B.C.Z.R. The property is not used as a trucking facility as that term is defined by the regulations, and for these reasons, the Petition for Special Hearing must be denied.

I am sympathetic to the plight of the neighbors. Regrettably, this is a long-ago developed area of Baltimore County which perhaps did not enjoy the benefit of good planning principles. The coexistence of the manufacturing uses immediately adjacent to residential communities is not an appropriate land use scheme. Nevertheless, the facts of this case are that the property is used in the manner which it is, and the neighborhoods exist where they are. This site is zoned M.L., and as such, it permits warehousing activities. In my opinion, the activities on this property clearly fall within that definition.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the special hearing should be denied.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 23rd day of September, 1996 that the use of the subject property is in compliance with the B.C.Z.R. and the site plan submitted, and as such, the Petition for Special Hearing be and is hereby DENIED; and,

IT IS FURTHER ORDERED that the Petitioners shall have thirty (30) days from the date of this Order to file an appeal of this decision.


LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING
Date 9/23/96
By [Signature]

Baltimore County Government
Zoning Commissioner
Office of Planning and Zoning



Suite 112 Courthouse
400 Washington Avenue
Towson, MD 21204

(410) 887-4386

September 23, 1996

Mr. Jake Miller, President
The Lansdowne Improvement Association
135 Hazel Avenue
Baltimore, Maryland 21227

RE: PETITION FOR SPECIAL HEARING
S/S Sulphur Spring Road, 950' W of the c/l Hammonds Ferry Road
(2209 Sulphur Spring Road)
13th Election District - 1st Councilmanic District
The Lansdowne Improvement Assoc. - Petitioners
Case No. 96-513-SPH

Dear Mr. Miller:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been denied in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lawrence E. Schmidt".

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lois Smith, 2222 Sulphur Spring Road, Lansdowne, Md. 21227
Ms. Theresa Lowry, 2517 Hammonds Ferry Road, Lansdowne, Md. 21227

Alan Betten, Esquire, Tabor, Betten & Berman, The Blaustein Building
Suite 1115, One North Charles Street, Baltimore, Md. 21201

Mr. James P. Sheridan, 2209 Sulphur Spring Road, Lansdowne, 21227
Mr. James V. Caronna, 1307 Margarette Avenue, Towson, Md. 21204
People's Counsel; Case File





Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 2209 Sulphur Spring Road

96-513-SPH

which is presently zoned

RM-IM

This Petition shall be filed with the Office of Zoning Administration & Development Management.

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 Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should ~~approve~~ ~~XXXXX~~

We are requesting a hearing be held to see if the Beverage Capital Corporation located at 2209 Sulphur Spring Road is in compliance with the existing Zoning Regulations and Site Plan.

Second Request. See letter dated April 13, 1996 from Jake Miller, President of the Lansdowne Improvement Assn. to Arnold Jablon.

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

I, or we, agree to pay expenses of above Special Hearing 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/We 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/Lessee:

~~XXXXXX~~
~~XXXXXX~~

(Type or Print Name)

The Lansdowne Improvement Assn.
(Type or Print Name)

Signature

Signature

Address

Jake Miller, PRESIDENT
(Type or Print Name)

City

State

Zipcode

Jake Miller, PRESIDENT
Signature

Attorney for Petitioner:

135 Hazel Avenue 410-242-4197
Address Phone No

(Type or Print Name)

Baltimore MD 21227
City State Zipcode

Name, Address and phone number of representative to be contacted.

Jake Miller (address & phone # above)
or Lois Smith, Second Vice President

Signature

Name
2217 Sulphur Spring Rd. 410-242-2837
Address Phone No

Address

Phone No.

City

State

Zipcode

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following date Next Two Months

ALL OTHER

REVIEWED BY: DATE 6-26-96

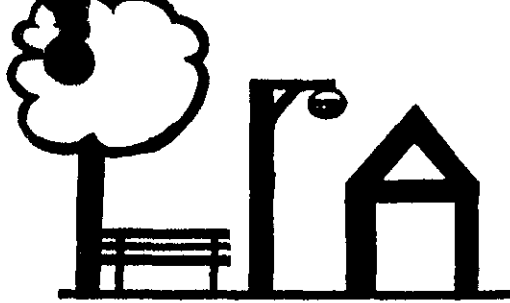
517

ORDER RECEIVED FOR FILING

Date

By





The Lansdowne Improvement Association

96-1896 Joe S.
4/18/96
Y

April 13, 1996

Mr. Arnold Joblon, Director
Dept. of Permits & Development Mang.
111 West Chesapeake Ave.
Towson, Maryland 21204

Dear Mr. Joblon:

We are respectfully requesting a hearing be held to see if the Beverage Capital Corp. located on Sulphur Spring Road in Lansdowne is in compliance with the exiting zoning regulations and site planning requirement that are regulated by Baltimore County.

Please refer to Mr. Joseph Schrack zoning inspector, who has outstanding request from this community.

The complaints we have received at this Association have been extensive and numerous.

Please contact Jake Miller, President of this Association at 242-4197.

Thank you,

Jake Miller
Jake Miller

ORDER RECEIVED FOR FILING
4/23/96
[Signature]

cc:
Sam Moxley
Paula Houck
Joseph Schrack
Md. Citizens for the Env.
Lois Smith
Emory McGlothlin

135 Hazel Ave. Lansdowne, MD. 21227

1996

Zoning Description

96-513-SPH

BEGINNING AT A POINT ON THE
SOUTH SIDE Sulphur Spring Rd.,
WHICH IS 50' WIDE AT A
DISTANCE OF 950'TH WEST OF THE
C of THE NEAREST IMPROVED INTERSECTING-
STREET (HAMMONDS FERRY Rd, WHICH
IS 50' WIDE.

512

CERTIFICATE OF POSTING

ZONING DEPARTMENT OF BALTIMORE COUNTY

Towson, Maryland

96-513-SP#

District 13th

Date of Posting 7/12/96

Posted for: Special Hearing

Petitioner: The Landowne Improvement Association

Location of property: 2209 Seiber Spring Rd

Location of Sign: Facing roadway on property being zoned

Remarks: _____

Posted by _____

M. Kelly
Signature

Date of return: 7/19/96

Number of Signs: 1

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204 or Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

Case: #96-513-SPH
(Item 517)
2209 Sulphur Spring Road
SS Sulphur Spring Road,
980 +/- W of Hammonds
Ferry Road
13th Election District
1st Councilmanic
Legal Owner/Occupant:
Beverage Capital Corporation
Petitioner(s):
The Lansdowne Improvement Association
Special Hearing: to determine if the Beverage Capital Corporation located at 2209 Sulphur Spring Road is in compliance with the existing zoning regulations and site plan.
Hearing: Tuesday, July 30, 1996 at 9:00 a.m. in Rm. 106, County Office Building.

LAWRENCE E. SCHMIDT
Zoning Commissioner for
Baltimore County

NOTES: (1) Hearings are Handicapped Accessible, for special accommodations Please Call 887-3353.
(2) For information concerning the file and/or Hearing, Please Call 887-3391.

7/17 July 11 C65592

CERTIFICATE OF PUBLICATION

TOWSON, MD., 7/11, 1996

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 7/11, 1996.

THE JEFFERSONIAN,

A. Henrichson

LEGAL AD. - TOWSON

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

96-573

District: _____

Posted for: _____

Applied Date on Sign

Date of Posting *7/23/96*

Petitioner: _____

Location of property: _____

Location of Sign: _____

Remarks: _____

Posted by _____

[Signature]
Signature

Date of return: _____

7/23/96

Number of Signs: _____



RECEIVED

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

No.

96-513-SPH

DATE

6.24.96

ACCOUNT

2011 1131

AMOUNT

\$

255.00

RECEIVED

FROM:

FOR:

VALIDATION OR SIGNATURE OF CASHIER

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

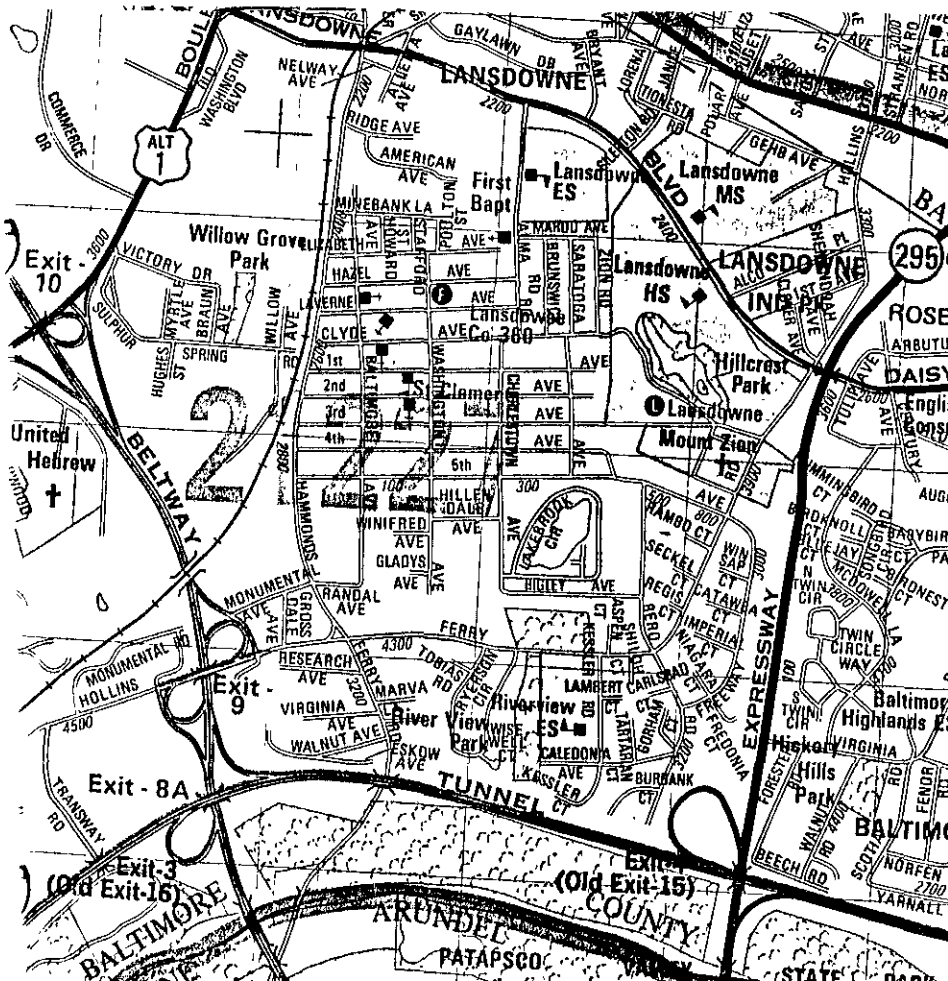
42-015

Post by: 7/15/95

CASE NUMBER: 96-513-SPH (Item 517)
2209 Sulphur Spring Road
S/S Sulphur Spring Road, 950'+/- W of Hammonds Ferry Road
13th Election District - 1st Councilmanic
Legal Owner/Occupant: Beverage Capital Corporation
Petitioner(s): The Lansdowne Improvement Association

Special Hearing to determine if the Beverage Capital Corporation located at 2209 Sulphur Spring Road is in compliance with the existing zoning regulations and site plan.

HEARING: TUESDAY, JULY 30, 1996 at 9:00 a.m. in Room 106, County Office Building.



96-513-
SPH



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County zoning regulations require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for posting and advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements.

PAYMENT WILL BE MADE AS FOLLOWS:

- 1) Posting fees will be assessed and paid to this office at the time of filing.
- 2) Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

ARNOLD JABLON, DIRECTOR

For newspaper advertising:

Item No.: 517 Petitioner: LANDSDOWNE Imp. Assoc. ^{By JAKE MILLER, PRESIDENT}

Location: 135 HAZEL AVE. BALTO., MD. 21227

PLEASE FORWARD ADVERTISING BILL TO:

NAME: _____

ADDRESS: SAME

PHONE NUMBER: 410-242-2837



TO: PUTUXENT PUBLISHING COMPANY
July 11, 1996 Issue - Jeffersonian

Please forward billing to:

Landsdowne Improvement Association
135 Hazel Avenue
Baltimore, Maryland 21227
242-2837

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204
or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 96-513-SPH (Item 517)
2209 Sulphur Spring Road
S/S Sulphur Spring Road, 950⁺/- W of Hammonds Ferry Road
13th Election District - 1st Councilmanic
Legal Owner/Occupant: Beverage Capital Corporation
Petitioner(s): The Landsdowne Improvement Association

Special Hearing to determine if the Beverage Capital Corporation located at 2209 Sulphur Spring Road is in compliance with the existing zoning regulations and site plan.

HEARING: TUESDAY, JULY 30, 1996 at 9:00 a.m. in Room 106, County Office Building.

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 3, 1996

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204
or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 96-513-SPH (Item 517)
2209 Sulphur Spring Road
S/S Sulphur Spring Road, 950'+/- W of Hammonds Ferry Road
13th Election District - 1st Councilmanic
Legal Owner/Occupant: Beverage Capital Corporation
Petitioner(s): The Landsdowne Improvement Association

Special Hearing to determine if the Beverage Capital Corporation located at 2209 Sulphur Spring Road is in compliance with the existing zoning regulations and site plan.

HEARING: TUESDAY, JULY 30, 1996 at 9:00 a.m. in Room 106, County Office Building.

A handwritten signature in black ink, appearing to read "Arnold Jablon", written in a cursive style.

Arnold Jablon
Director

cc: The Lansdowe Improvement Association
Beverage Capital Corporation
Jake Miller

NOTES: (1) ZONING SIGN & POST MUST BE RETURNED TO RM. 104, 111 W. CHESAPEAKE AVENUE ON THE HEARING DATE.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 16, 1996

NOTICE OF POSTPONEMENT

CASE NUMBER: 96-513-SPH
PETITIONER(S): The Lansdowne Improvement Association
LOCATION: 2209 Sulphur Spring Road

THE ABOVE MATTER, PREVIOUSLY ASSIGNED TO BE HEARD ON TUESDAY, JULY 30, 1996, HAS BEEN POSTPONED AT THE REQUEST OF ALAN BETTEN, ATTORNEY FOR BEVERAGE CAPITAL CORPORATION.

IT IS REQUESTED THAT MR. BETTEN AND MR. MILLER OF THE LANSDOWNE IMPROVEMENT ASSOCIATION WORK WITH EACH OTHER IN AN EFFORT TO REACH THREE TO FOUR AGREEABLE DATES IN SEPTEMBER.

PLEASE NOTIFY MS. STEPHENS OF THIS OFFICE REGARDING THE AGREED DATES, SO THAT THIS MATTER MAY BE RESCHEDULED AS SOON AS POSSIBLE.

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

cc: Alan Betten, Esq.
Jake Miller/Lansdowne Improvement Association

AJ:ggs





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 25, 1996

Mr. Jake Miller, President
The Lansdowne Improvement Assn.
135 Hazel Avenue
Baltimore, MD 21227

RE: Item No.: 517
Case No.: 96-513-SPH
Petitioner: Jake Miller

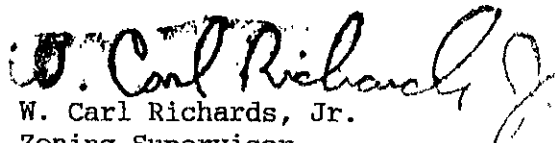
Dear Mr. Miller:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on June 26, 1996.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (887-3391).

Sincerely,


W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)



- B. Show that all outfalls from SWM facilities and bypass areas are "clean" as defined by the Baltimore County Department of Public Works and the Department of Environmental Protection and Resource Management.
- C. Show that the SWM facilities do not create a hazard. An example of a hazard would be an embankment of fill located so that in the event of a breach failure, down stream life or property is endangered.
- D. List on development Plan any waiver or variance and give date of approval by Baltimore County.

5. Site - Specific Comments:

In addition to the above, each project will be given a brief review by the DEPRM's Division of Design and Review, and a site-specific comment provided. The developer is responsible to address these site specific comments, which are enumerated as follows:

*

B A L T I M O R E C O U N T Y , M A R Y L A N D

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Permits and Development
Management

DATE: July 9, 1996

FROM: Pat Keller, Director
Office of Planning

SUBJECT: Petitions from Zoning Advisory Committee

The Office of Planning has no comments on the following petition(s):

Item Nos. 497, 501, 509, 510, 512, 514, 515, 517, 518, 519 and 520

If there should be any further questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 887-3495.

Prepared by:

Jeffrey W. Long

Division Chief:

Caryl L. Kerns

PK/JL

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT
INTER-OFFICE CORRESPONDENCE

TO: PDM

DATE: 7-9-96

FROM: R. Bruce Seeley
Permits and Development Review
DEPRM

SUBJECT: Zoning Advisory Committee
Meeting Date: 7-8-96

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s:	510	521
	511	522
	513	523
	514	524
	515	525
	516	
	517	
	519	

RBS:sp

BRUCE2/DEPRM/TXTSBP

Bruce Seeley
7-9-96

Baltimore County Government
Fire Department



700 East Joppa Road
Towson, MD 21286-5500

Office of the Fire Marshal
(410)887-4880

DATE: 07/12/96

Arnold Jablon
Director
Zoning Administration and
Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1105

RE: Property Owner: PAUL E. FEILD, JR.

Location: E/S HARFORD RD., 510' FROM CENTERLINE SUNSHINE AVE.
(12619 HARFORD RD.)

Item No.: 509

Zoning Agenda: VARIANCE

Gentlemen:

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

8. The Fire Marshal's Office has no comments at this time,
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS: 510, 511, 512, 513, 514, 515,
516, 517, 518, 519, 520, 521, 522, 523, 524 AND 525.

REVIEWER: LT. ROBERT P. SAUERWALD
Fire Marshal Office, PHONE 887-4881, MS-1102F

cc: File



INTEROFFICE CORRESPONDENCE

Date: July 16, 1996

SUBJECT: Zoning Advisory Committee Meeting
For July 15, 1996
Item No. 517

cc: File

ZONE17C



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

7-19-96

Ms. Joyce Watson
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 519 (JCM)

Dear Ms. Watson:

This office has reviewed the referenced plan and we have no objection to approval as the development does not access a State roadway and is not effected by any State Highway Administration projects.

Please contact Bob Small at 410-545-5581 if you have any questions. Thank you for the opportunity to review this plan.

Very truly yours,

Bob Small

for

Ronald Burns, Chief
Engineering Access Permits
Division

BS

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Address: P.O. Box 317, Baltimore, MD 21203-0317

PETITION PROBLEMS

#514 --- MJK

1. No telephone number for legal owner.
2. No special hearing fee was charged to amend the FDP.

#515 --- MJK

1. No special hearing fee was charged to amend the FDP.

#517 --- JCM

1. No legal owner information - no name, address, telephone number, or signature.
2. No acreage on folder.
3. Petition refers to a letter -- where is the letter?

#520 --- JJS

1. Notary section incomplete - only one signature notarized.

#522 --- JJS/WCR

1. No signature for legal owner.
2. No telephone number for legal owner.
3. No original signature for contract purchaser.
4. No original signature for attorney.
5. No councilmanic district on folder.

RE: PETITION FOR SPECIAL HEARING * BEFORE THE
2209 Sulphur Spring Rd, S/S Sulphur Spring *
Road, 950'+/- W of Hammonds Ferry Road * ZONING COMMISSIONER
13th Election District, 1st Councilmanic * OF BALTIMORE COUNTY
Legal Owner/Occupant: Beverage Capital *
Corporation * CASE NO. 96-513-SPH
Petitioner(s): The Lansdowne Improvement *
Association *
* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



CAROLE S. DEMILIO
Deputy People's Counsel
Room 47, Courthouse
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of August, 1996, a copy of the foregoing Entry of Appearance was mailed to Jake Miller, President, The Lansdowne Improvement Assn., 135 Hazel Avenue, Baltimore, MD 21227, representative for Petitioners, and a copy was mailed to Beverage Capital Corp., 2209 Sulphur Spring Road, Baltimore, MD 21227.



IN RE: PETITION FOR SPECIAL HEARING
2209 Sulphur Spring Road

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 96-513-SPH

* * * * *

AFFIDAVIT OF SERVICE BY ALAN BETTEN

Alan Betten, being duly sworn, deposes and says:

1. I am over 21-years of age and am competent to testify to the facts and matters set forth herein, having personal knowledge of those facts and matters.

2. On August 30, 1996, I served the attached Subpoena upon Kevin Connor, at approximately 10:00 a.m., in the offices of the Baltimore County of Zoning Enforcement, 111 W. Chesapeake Avenue, Towson, Maryland.

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that the contents of this Affidavit are true and correct.



Alan Betten

Date: August 30, 1996

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
2209 Sulphur Spring Road * ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 96-513-SPH

* * * * *

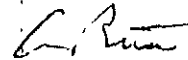
SUBPOENA

TO: Mr. Kevin Connor
Baltimore County Office of Fair Practices
Courthouse Mezzanine
Towson, Maryland 21204

You are hereby summoned and commanded to be and appear personally before the Zoning Commissioner/Deputy Zoning Commissioner of Baltimore County in Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland

and to bring all materials in the files of the Baltimore County ~~Office of Fair Practices~~ (and its predecessors) re 2209 Sulphur Spring Road/Beverage Capital Corporation (including Case No. C-93-2725)

on the 5th day of September 1996, regarding the above captioned case, for the purpose of testifying at the request of Beverage Capital Corporation



Mr. Sheriff/Private Process Server:

Please process in accordance with Zoning Commissioner's Rule IV(c).


Zoning Commissioner/Deputy
Zoning Commissioner
for Baltimore County

Issued: 5/30/96

~~Theresa~~
Sophia —

"Lansdowne Imp. Assoc."

(Petitioner) is not the legal
owner of this property. Therefore,
they have no site plan. They
have filed this to bring an alleged
violation before the Zoning Comm'n.
for determination -

Joe.

96-3825

7/11/96
28
to PS -
I leave no paper -
have him call petitioner
to schedule all petitions
available new date

LAW OFFICES OF
TABOR, BETTEN AND BERMAN
PROFESSIONAL ASSOCIATION
SUITE 1115-THE BLAUSTEIN BUILDING
ONE NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201-3719

NEIL TABOR
ALAN BETTEN
CYNTHIA A. BERMAN

TELEPHONE 547 1500
FACSIMILE 547 0436
AREA CODE 410

July 10, 1996

VIA HAND-DELIVERY

Mr. Arnold Jablon, Director
Baltimore County Department of
Permits and Development Management
111 S. Chesapeake Avenue
Towson, Maryland 21204

Re: Case No. 96-513-SPH (Item 517); 2209 Silver Spring Road

Dear Mr. Jablon:

This Firm represents Beverage Capital Corporation, the Tenant at the premises known as 2209 Silver Spring Road, Baltimore, Maryland 21227. Our client received a Notice of Hearing with regard to a Special Hearing on Monday, July 8, 1996. As you are no doubt aware, the Special Hearing has been scheduled for Tuesday, July 30, 1996, at 9:00 a.m.

This letter is intended to request a continuance of the Special Hearing from July 30, 1996, to a date in early September, 1996, shortly after Labor Day. Several individuals who will be called as witnesses on behalf of Beverage Capital Corporation have previously scheduled vacations or other business trips away from Baltimore that will preclude their being available to testify on July 30, 1996. In addition, I will be away from my office during the week August 17-24, 1996. It is our belief that all necessary witnesses will be available after Labor Day, and that there will be no undue prejudice to the Petitioner if this matter is continued for a period of approximately five weeks.

Very truly yours,



Alan Betten

AB:ms

cc: Beverage Capital Corporation (via facsimile)
The Lansdowne Improvement Association
135 Hazel Avenue
Baltimore, Maryland 21227
Attention: Mr. Jake Miller, President
(via certified mail and first class mail)

1 1996

June
887-3391

November 1, 1996

Arnold Jablon, Director
Balto. Co. Dept. of Permits & Dev. Mgmt.
County Office Building
111 West Chesapeake Avenue
Baltimore, MD 21204

Re: Case Number: 96-513-SPH (Item 517)
Beverage Capital Corporation

Dear Mr. Jablon:

As instructed I am requesting in writing that the video tape and picture album submitted at the above referenced hearing on Sept. 5, 1996 be released. I have asked Theresa Lowry if she would pick up these items when she is in the area since I have moved out of state.

Thank you for your cooperation.

Very truly yours,

Lois A. Smith

Lois A. Smith
14 Shenandoah Court
Littlestown, PA 17340
717-359-4613

1/21/97 Picked up pictures (MINUS THE
ALBUM THEY WERE SUBMITTED IN)
& video tape

L. Smith

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

Jan Smith

Theresa Lowry

JAMES E FREEBURGER

BARBARA A LORENZ

Lillian Baugh

Joseph Curack Sr.

SEN. ED KASEMSEN

David Hardester

JAKE Miller, Pres. LIA

Dennis Hardester

BILL BUSHMAN

Michael Hardester Sr.

Kathy Hardester

Norothy M. Ohler

Nora Bushman

Mrs. Mary Cronin

LEO M. CRONIN JR

Emory E. McChesney

Lisa Respers (Baltimore) Sun

0102222 Sulphur Spring Rd.

2517 Hammond Ferry Rd 21227

2590 ALBERT RILL RD, WESTMINSTER MD 21157-5433

" " " " " " " "

2222 Sulphur Spring Rd 21227

INSPECTOR

1330 SULLYMAN SPRING RD AROHUS 21022

2617 BRAUN AVE BAL 21227

135 HAZEL AVE BALTO 21227

2615 Braun Ave Balto 21227

2609 MYRTLE AVE BAL. 21227

2618 Braun Ave. BALTO. 21227

2618 Braun Ave. Lansdowne MD 21227

2100 Sulphur Spring Rd 21227

2609 Myrtle Ave 21227

2108 Sulphur Spring Rd. 21227

2108 SULPHUR SPRING RD. LANS., MD. 21227

2606 MYRTLE AVE. LANS. MD. 21227

1300 Bellona Ave 21207

not a
petitioner

260

2325
247-2325

247-

(410)

Fluorine
Dewey

4613

359

717-

Geo. Smith

PLEASE PRINT CLEARLY

PROTESTANT(S) - SIGN-IN SHEET

NAME

ADDRESS

JAMEL P SHERIDAN

2209 SULPHUR SPRING RD Balt Md

JOHN W ERDMAN

10 NORTH PARK DRIVE HAVI VALLEY

JAMES V CARONNA

1307 MARGARETTE AVE-TOWSON

Bill Donathia

2209 Sulphur Spring Rd

(410) 547-1500

FAX (410) 547-0436

Theresa Lowery -

ALAN BETTEN

ATTORNEY AT LAW

SUITE 1115-THE BLAUSTEIN BUILDING
ONE NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201

TABOR, BETTEN
AND BERMAN, P A.



- Theresa Conway - 1 label shown
- Lois Smith - 1 label shown

- Alan Betten - Capital Beverage -
has seen the quantity
1/10/76

Sam. Lohs - 1 label of product
Beverage Capital Beverage -

opening - ML-IM -
this is permitted
there is no violation -

~~1/10/76~~ collateral estimates -
1/10/76
quantity

Lois Smith -
2217 Sulphur Springs Rd
moved out 8/76 -

Residents want reburial
100 - 300 trucks per day

(24 hrs
per day)

- Lois + Smith - Corded down

- Ellen Betten - Capital Beverage -
has 50% equity

1/25/26

~~Capital Beverage~~
* Beverage Capital Beverage -

opening - ML-IM -

this is permitted

there is no violation -

~~Collateral Estoppel~~ - the
tendency

8/18/95 -

Lois Smith -

2217 Sulphur Springs Rd
moved out 8/96 -

Residents want construction
(24 hrs per day) 100 - 300 trucks per day

- lived there since 1979 -

Wants less than 24 hrs
per day - wants close
down on weekends -

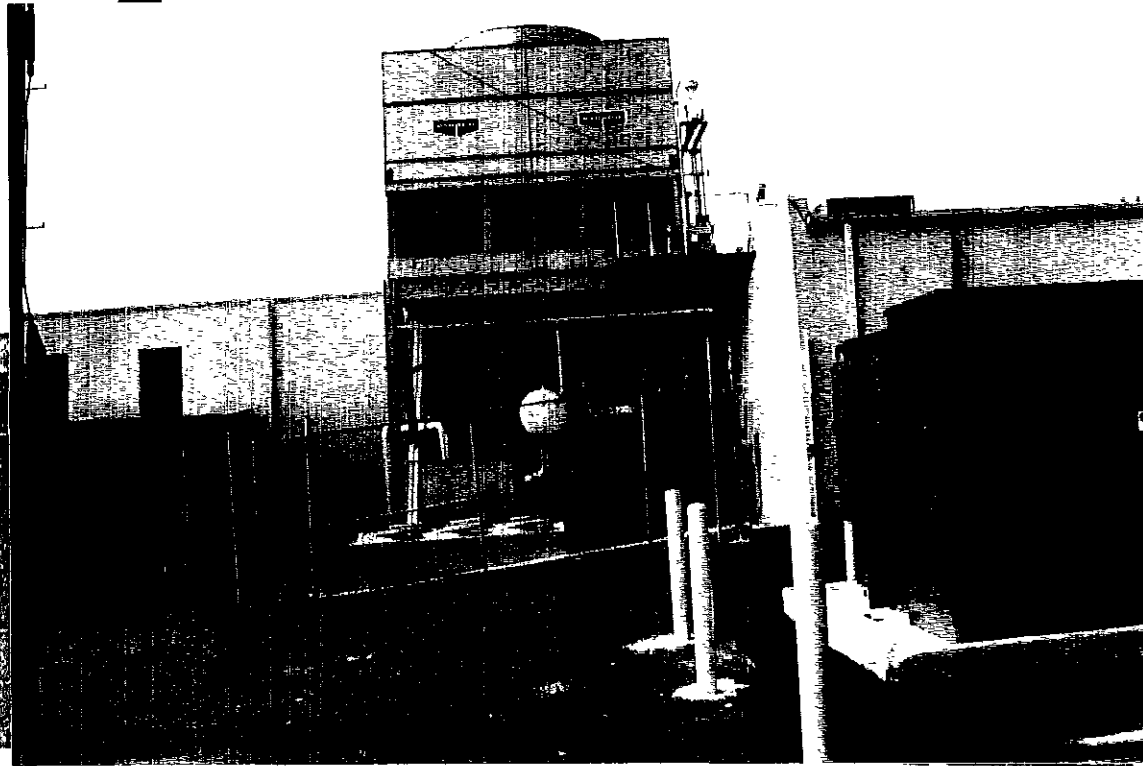
Cross - 1/96 Tapes + 11 7/96 -
Camera has date function

MICROFILMED

PLANT #1 - 1620 WHITEHEAD CT.
OPERATING 3 PRODUCTION LINES -
PET BOTTLE -
CAN - ADAPT HOT PACK
JUICE - HOT PACK GLASS

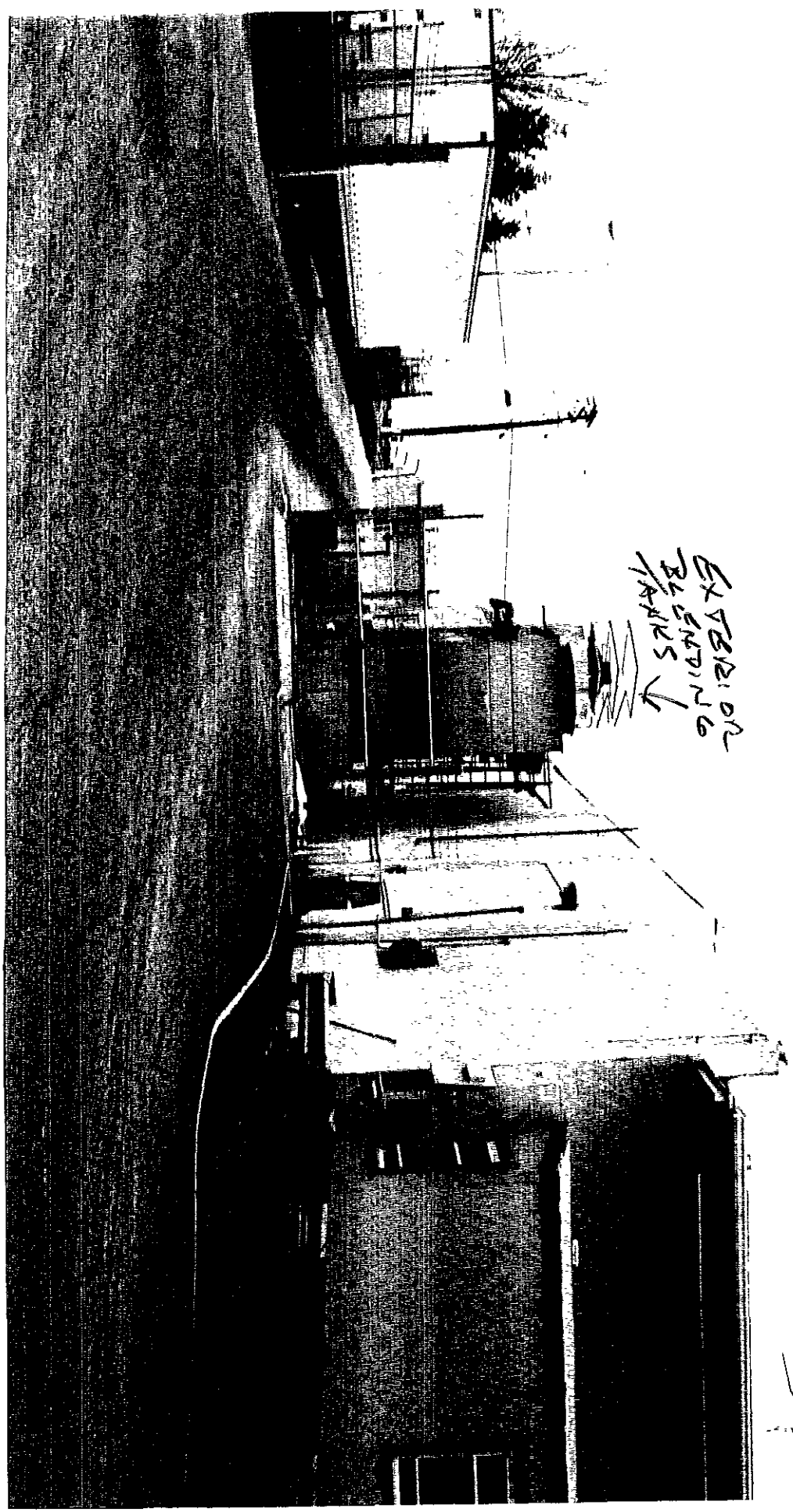


Beverage Capital Corporation

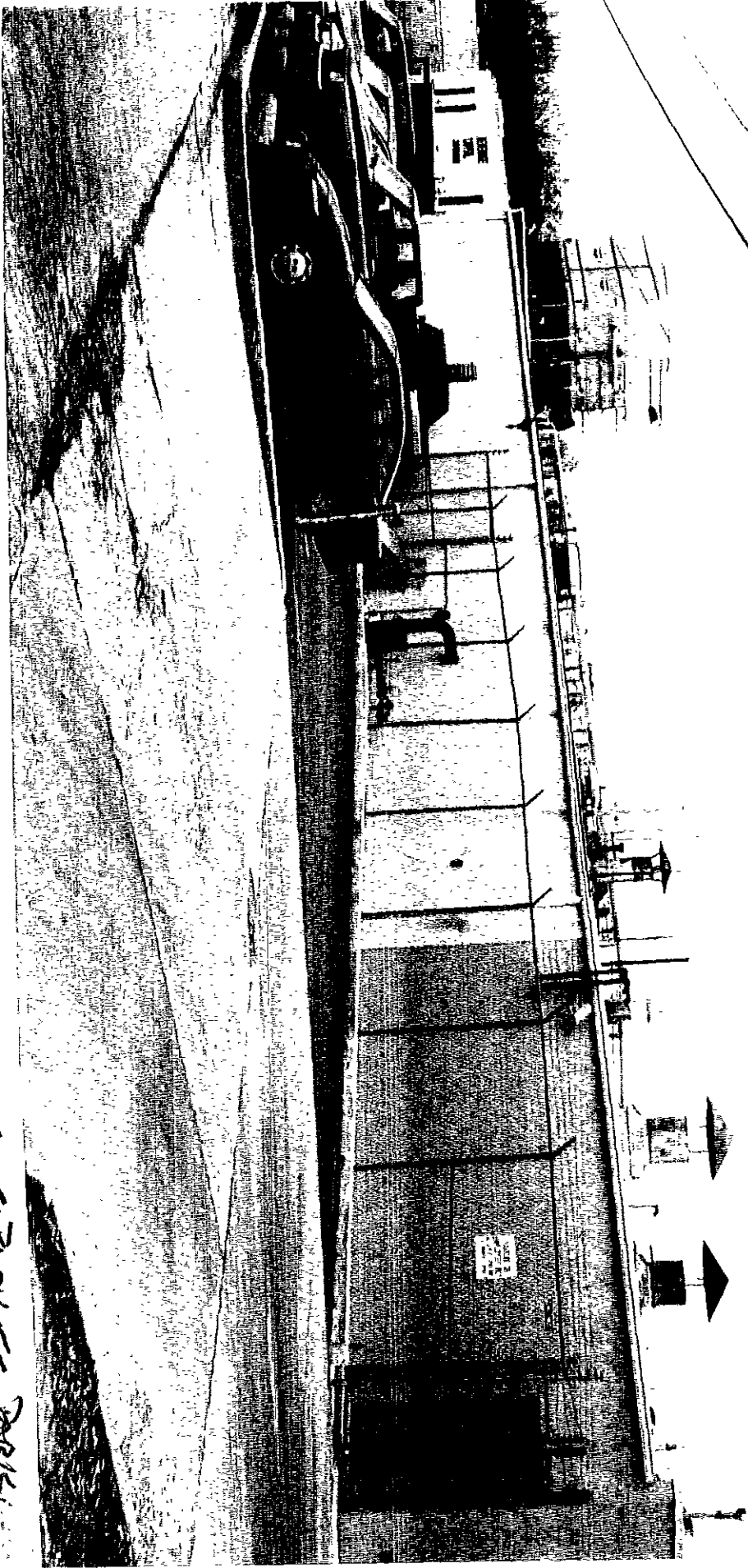


1620 Whitehead Court/Baltimore, MD 21207

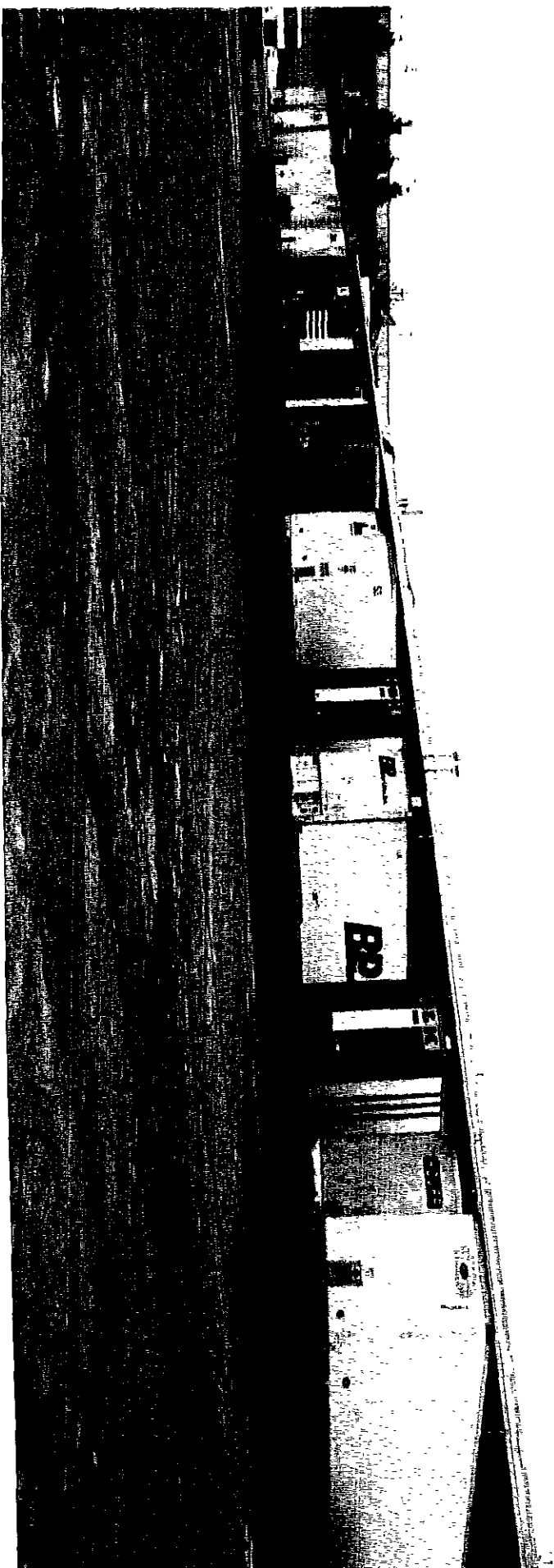
EXTERIOR
BLINDING
TANKS ↓



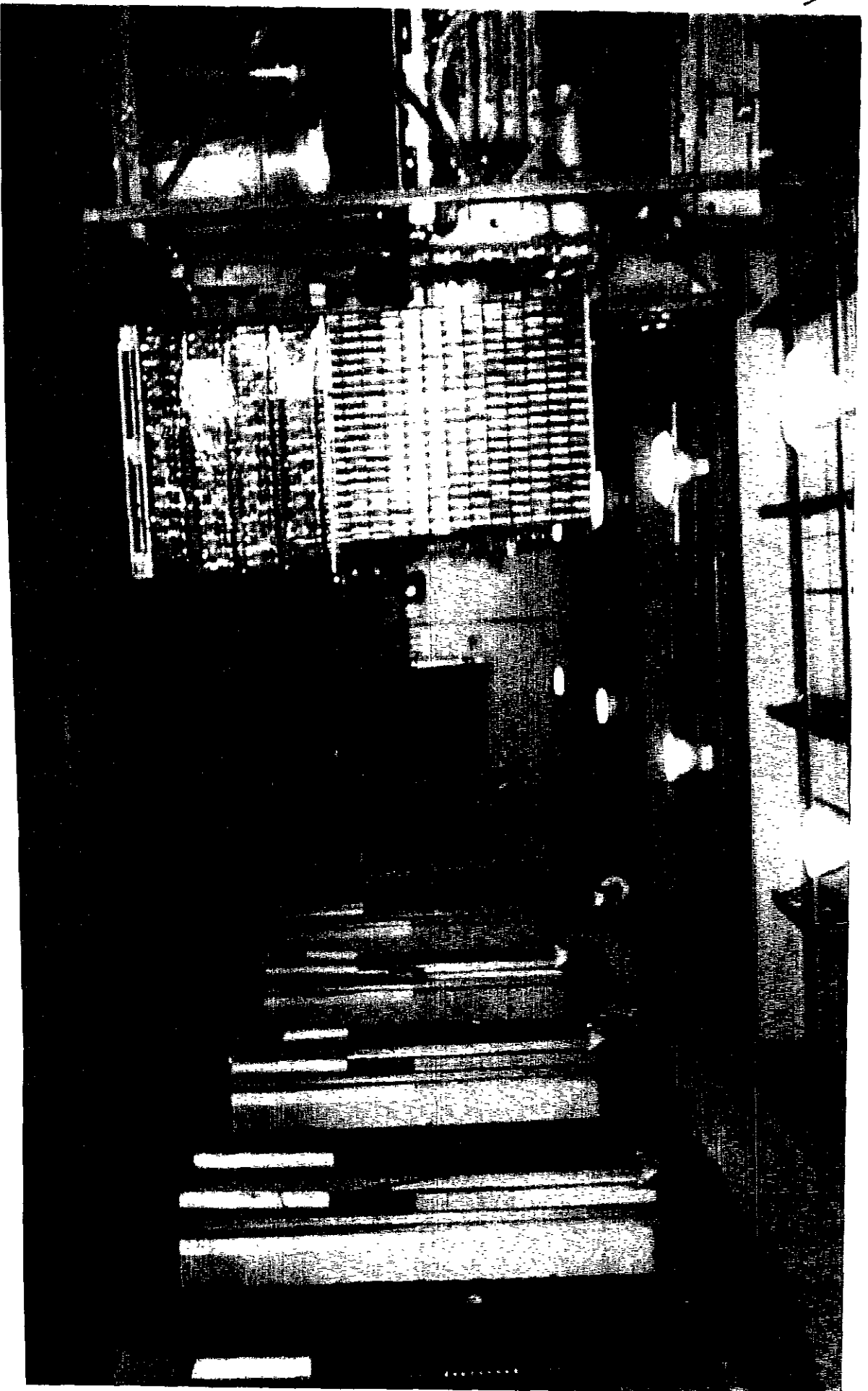
16 NO WHITESTENTS COLOIT - SECURITY GATES - DIVIDED BY ENTRANCES - LOCATION
SHIPPING RECEIVING - 24 HOUR SHIFTS' CONTROL, MONITORING ROOMS AND
MANAGERIAL FROM SOUTHERN STAINS WAREHOUSE, RESTAURANT SHIFMENTS FIELDS
PRODUCT FOR STORAGE AT SOUTHERN STAINING.



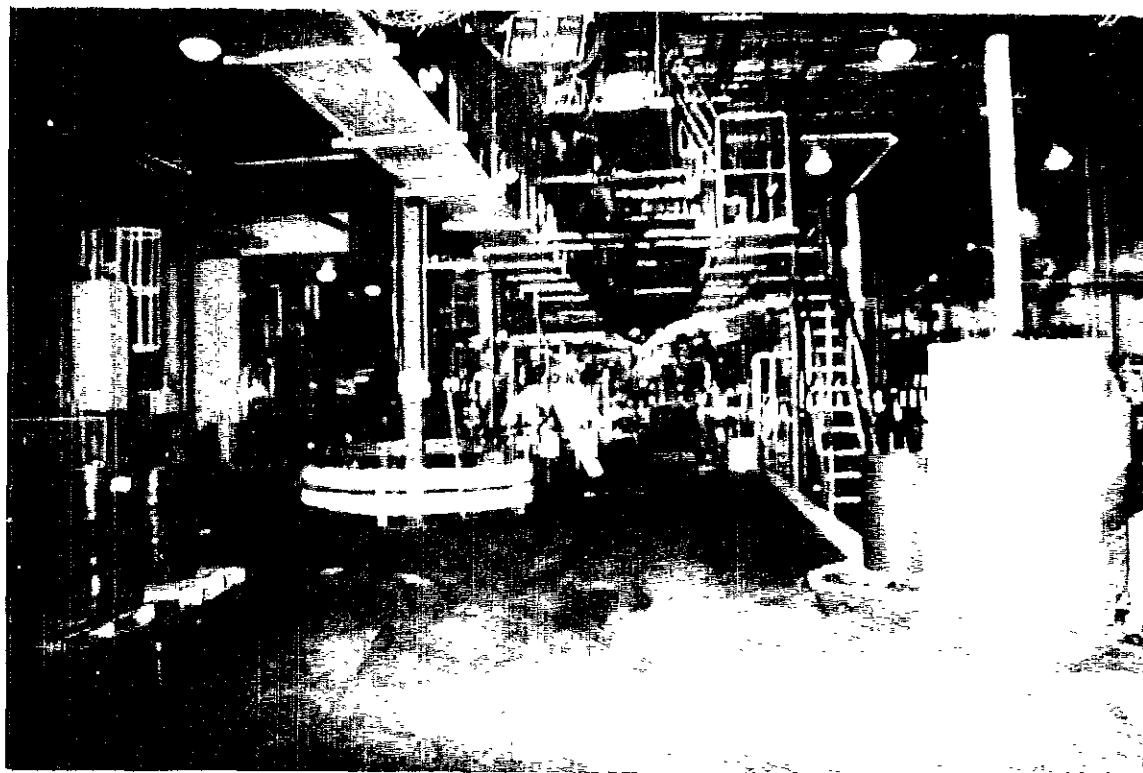
1650 WHITEHEAD ST - PLANT #1 FRONT OF BUILDING - EMPLOYEE PARKING



1630 WHITEHEAD ST. PORTION OF YARD, LOADING/UNLOADING BAYS, OPERATING
OF CONTINUOUS CYCLE. RECEIVING ALL NECESSARY RAW MATERIALS DELIVERED
FROM SUPPLIER STRAINS WAREHOUSE FOR PRODUCTION SCHEDULES -
RETURN OF FILLED GOODS TO SUPPLIER STRAINS TO BE WAREHOUSED UNTIL
OVER-BOARD SHIPMENT PER VARIOUS CUSTOMER'S DIRECTION.



16 NO WHITEHEAD COURT - TOTAL NO BAYS. PHOTO OF BAYS 13 TO 20 -
ALLOCATION OF BAYS: 15 TO 20 GLASS BOTH INCOMING EMPTY FROM WAREHOUSE
AND OUT GOING FILLED PRODUCT FOR RETURN TO WAREHOUSE; BAYS 6 TO 14
INCOMING RAWS FROM WAREHOUSE, CANS, BOTTLES, CARTS, BULK PALLET CONCENTRATES
IN BAYS, GLUE ETC. BAYS 1 TO 5 FILLED PET BOTTLES, CANS FOR RETURN TO
WAREHOUSE.



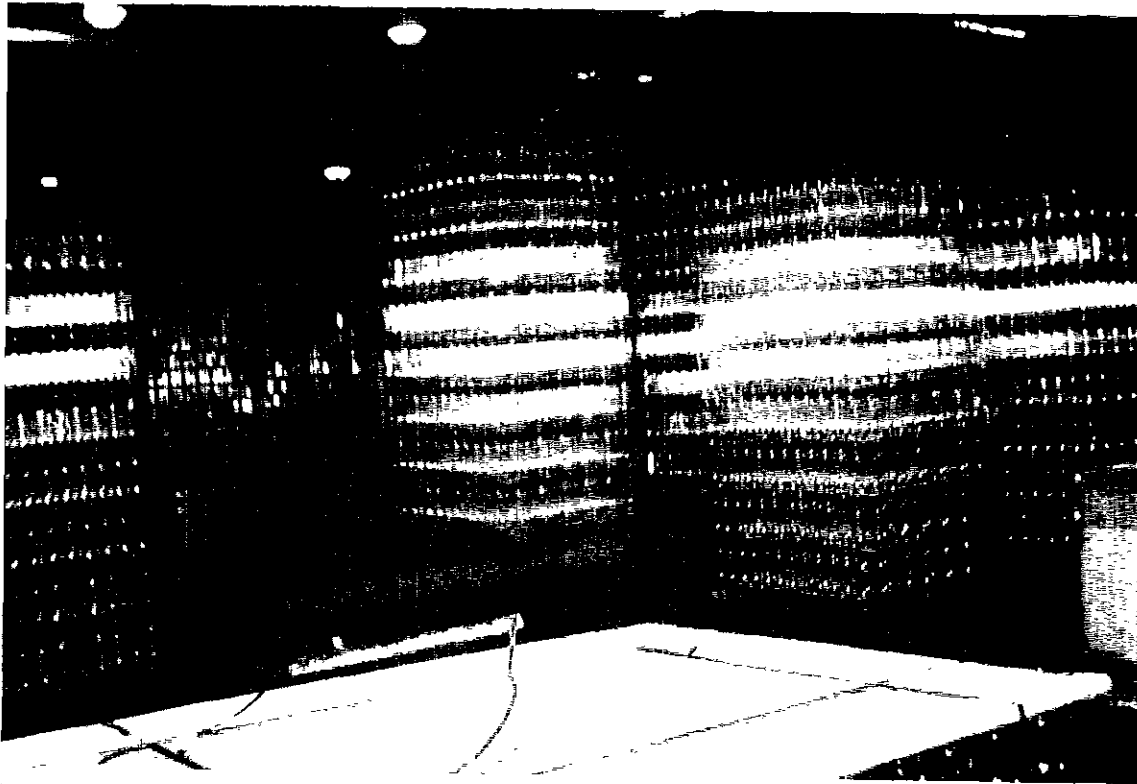
1680 WHITEHEAD CT. PH SHOWS OVERHEAD CONVEYER
CARRYING FILLED GOODS FROM LOOSE LINES TO PALLET. 2012
↓ PEX



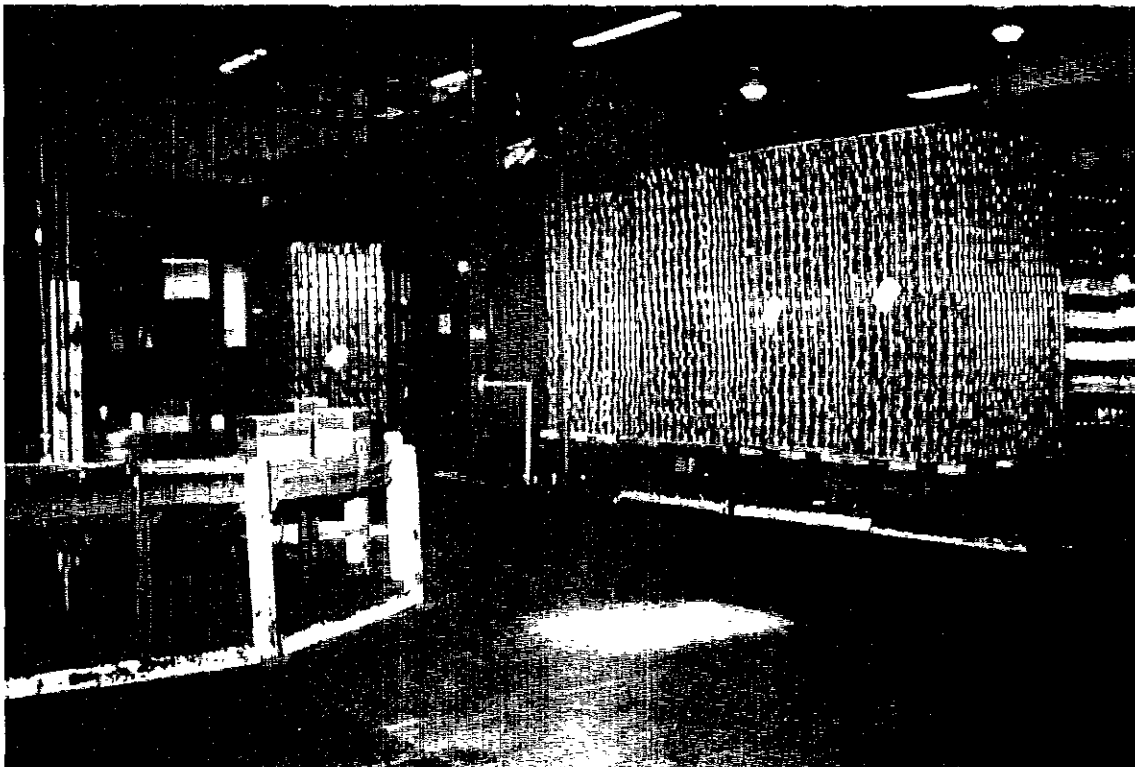
LAST #1 TRUCK BAYS #13 TO 20

PLANT #1 - 1680 WHITEHEAD CT.

7



PALLETS OF EMPTY GLASS AND CANS ARE
PLACED ON DEPALLETIZER - FED TO CONVEYORS, START
PRODUCTION PROCESS - ABOVE PHOTO OF ONE LITER PET
BOTTLES READY FOR START OF PET LINE -

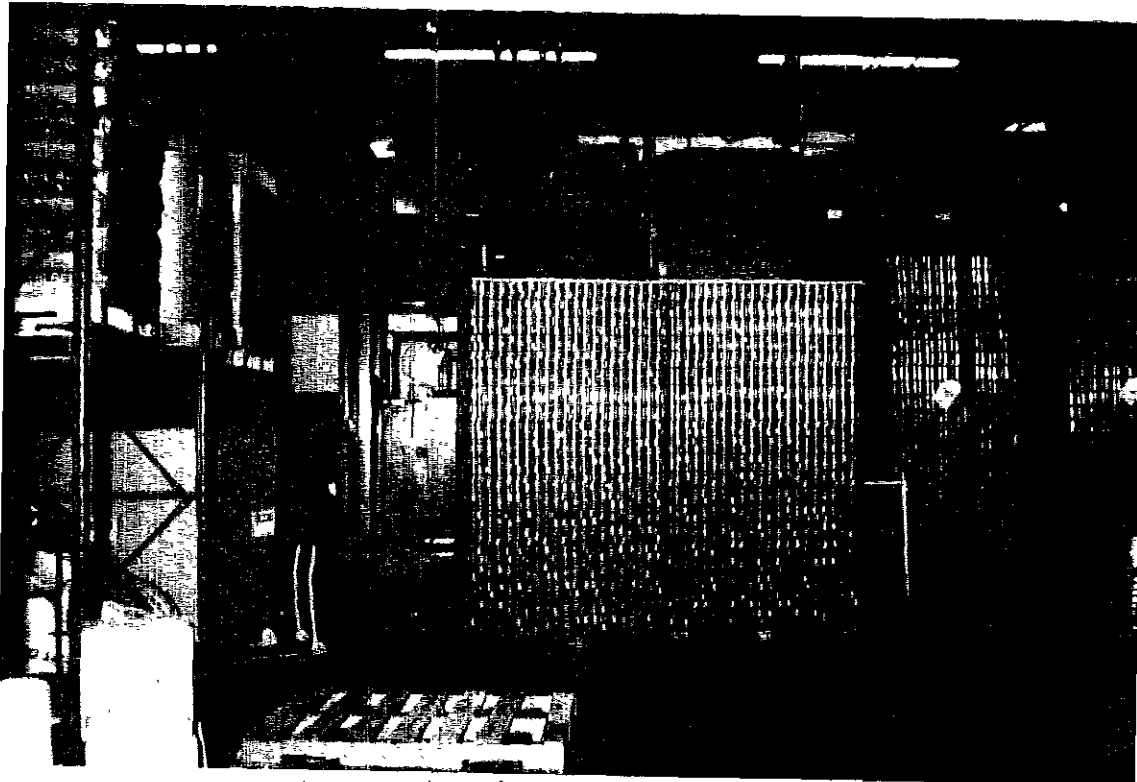


PLANT #1 - 1680 WHITEHEAD CT

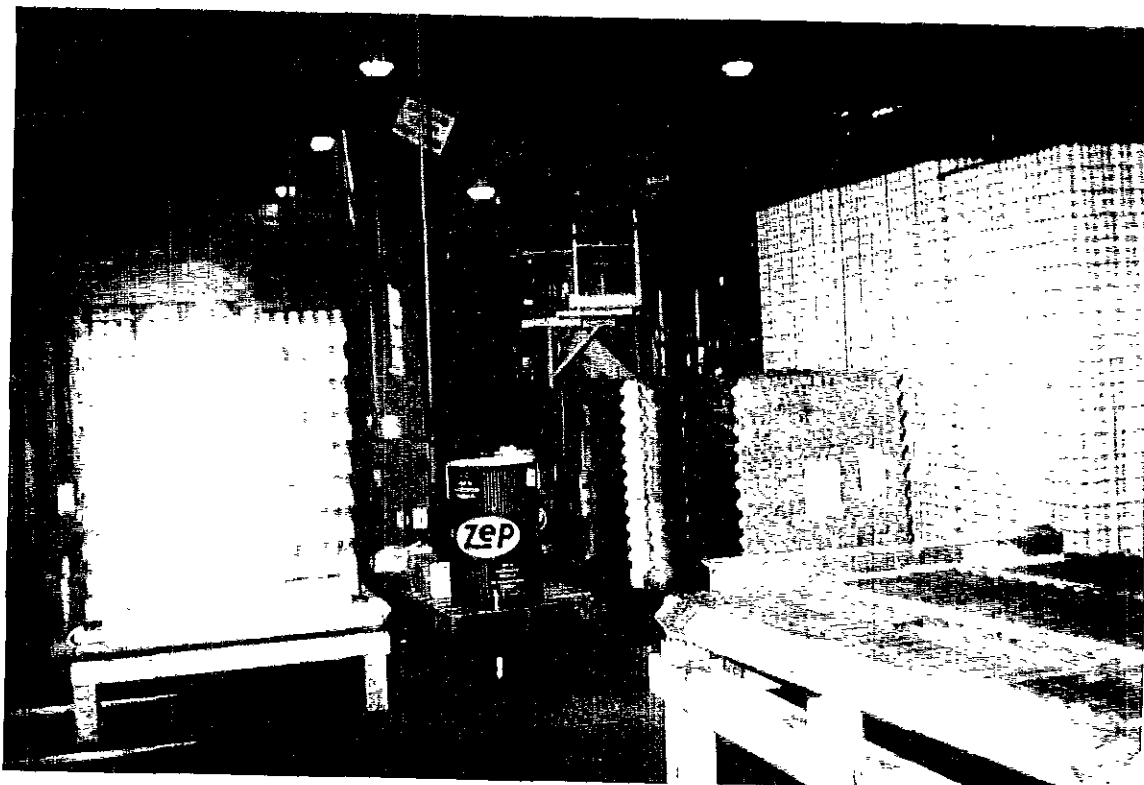
8



RACKS IN REAR STORE INCOMING RAILS -
Q. C. BLENDERS USE - SHIPPED FROM WAREHOUSE
PALLET OF SHRINK WRAPPED FINISHED PRODUCT
WILL BE SHIPPED TO WAREHOUSE - SULTANA SPRING

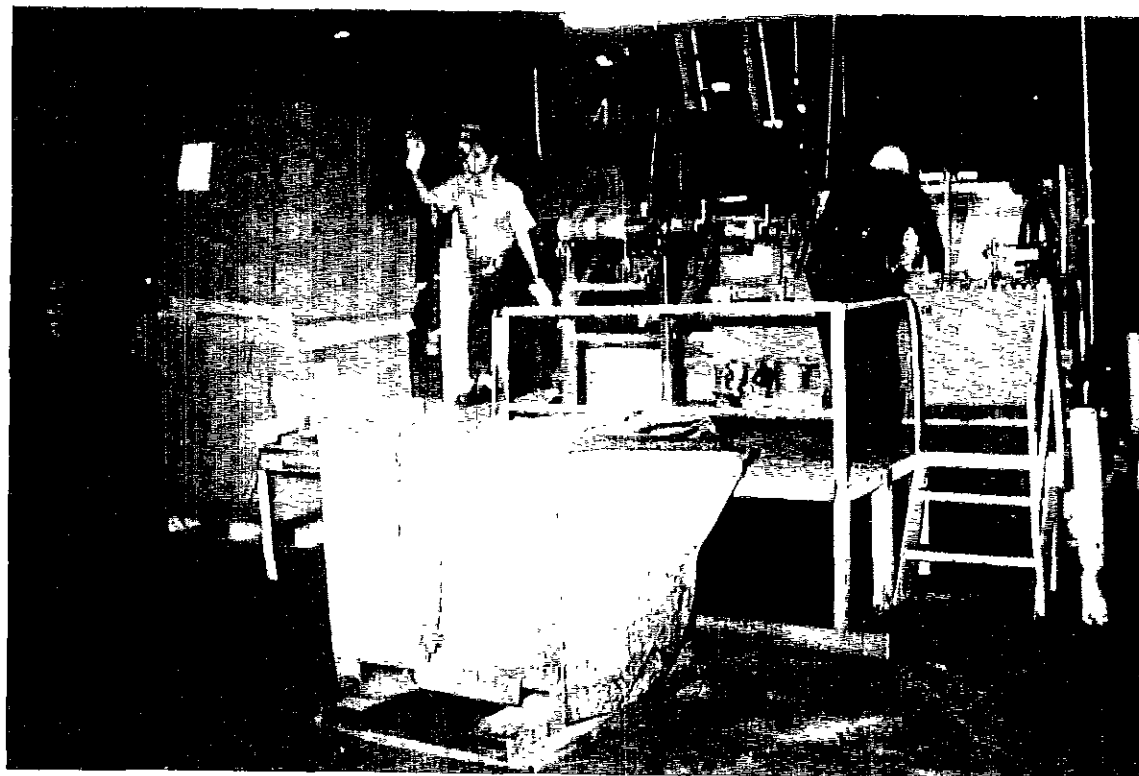


MAN AND PET DEPALETTIZER -



ON LEFT - PALLET OF
FILLED BOTTLES OFF
JUICE LINE - FOR SHIPMENT
TO SULPHUR SPRING

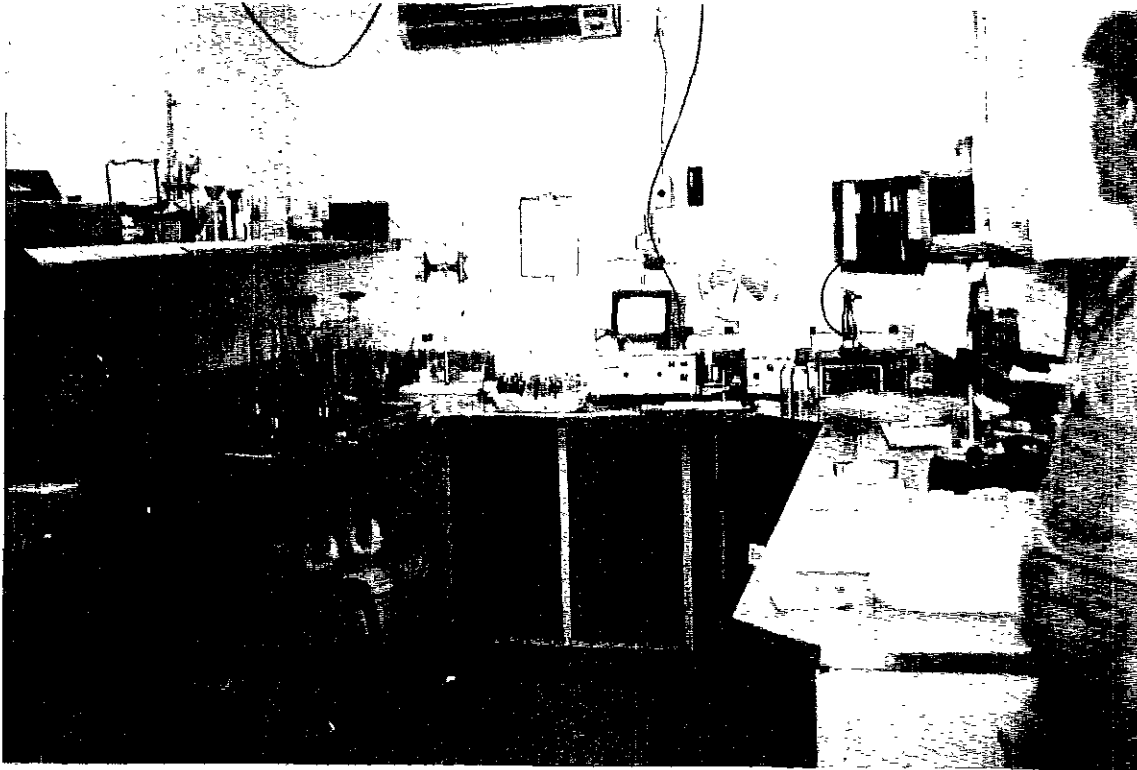
ON RIGHT - PALLETS OF - 12 CANS,
SLEEVES OF CAN ENDS SHIPPED FROM
SULPHUR SPRING READY FOR SHIP START



BOX MAKER - PET LINE

1620 WHITEHEAD CT PLANT #1

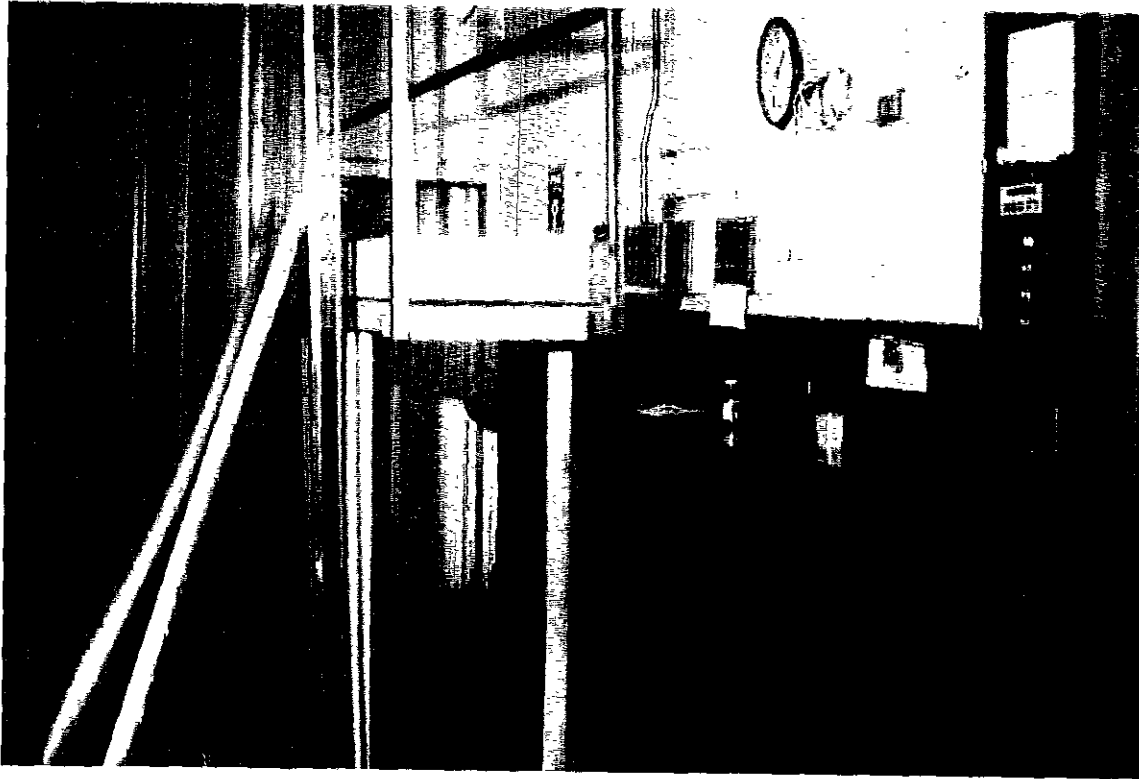
10



QUALITY CONTROL LAB

1670 WHITEHEAD CT PLANT #1

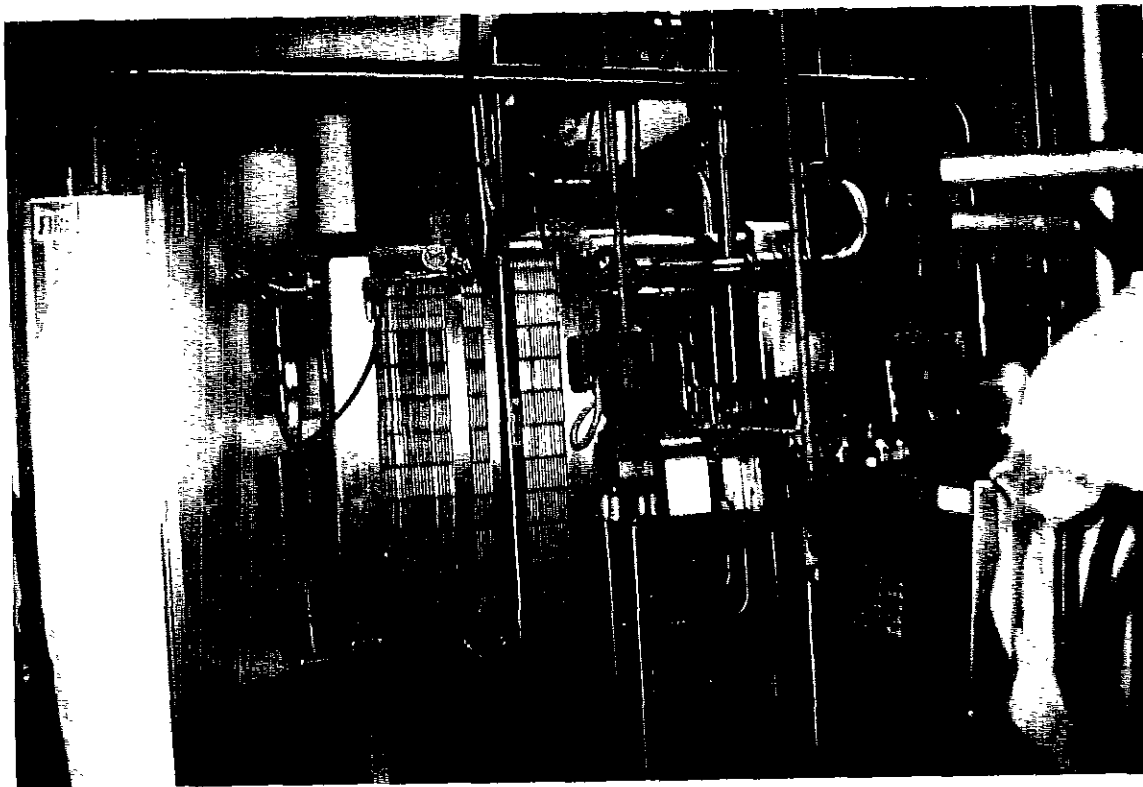
11



BLEND ROOM

1620 WHITEHEAD CT. PLANT #1

✓



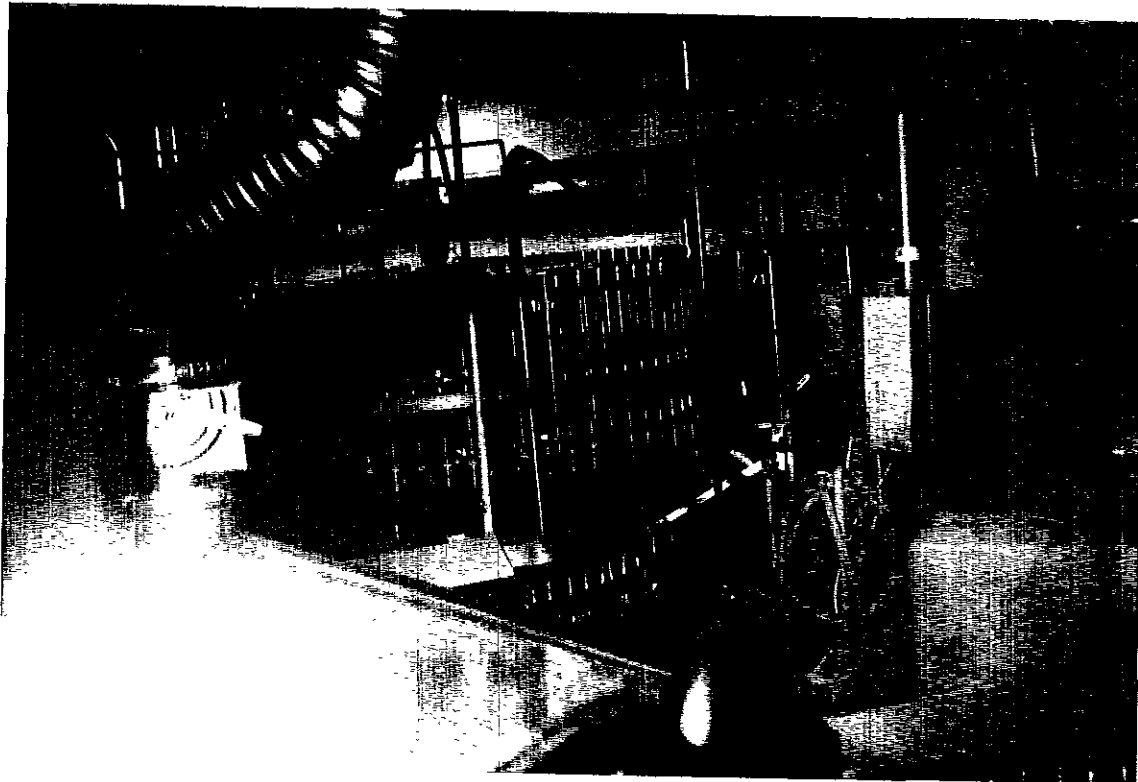
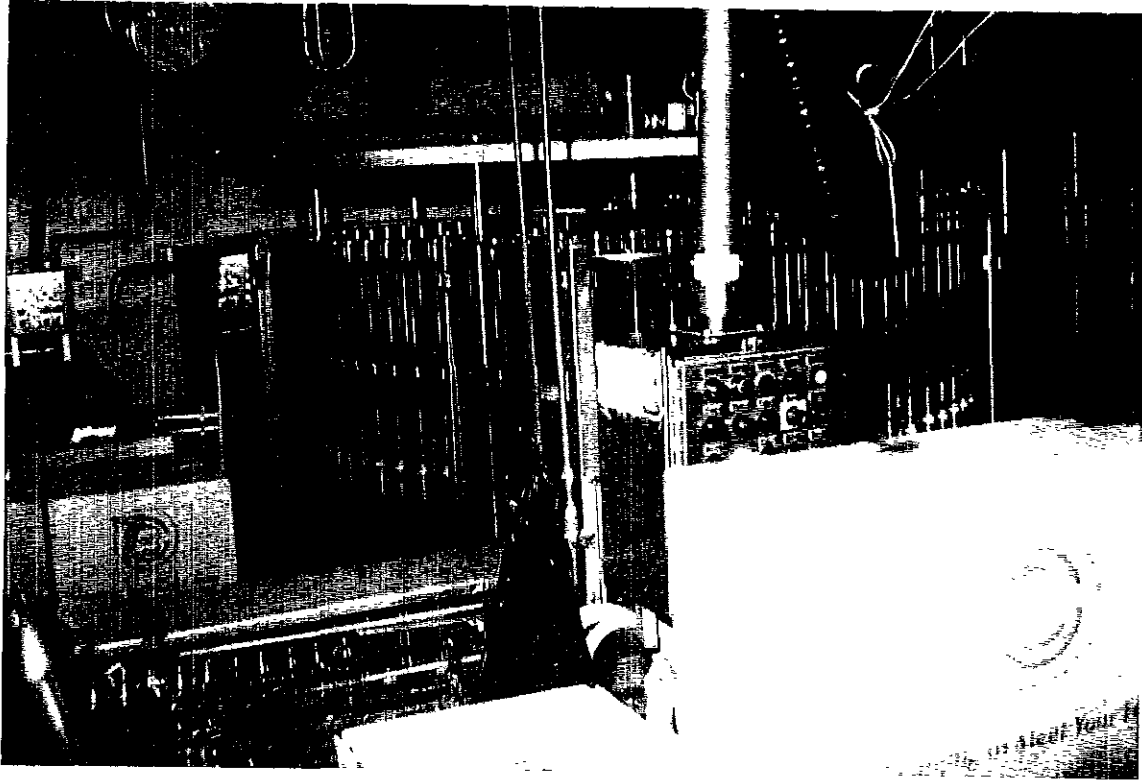
PRESS ROOM - PASTEURIZED PRODUCT RAISED
TO SPECIFIED TEMPERATURE



LINES CONTROLS TO PUMP BLENDED PRODUCT
TO EXTERNAL TANKS

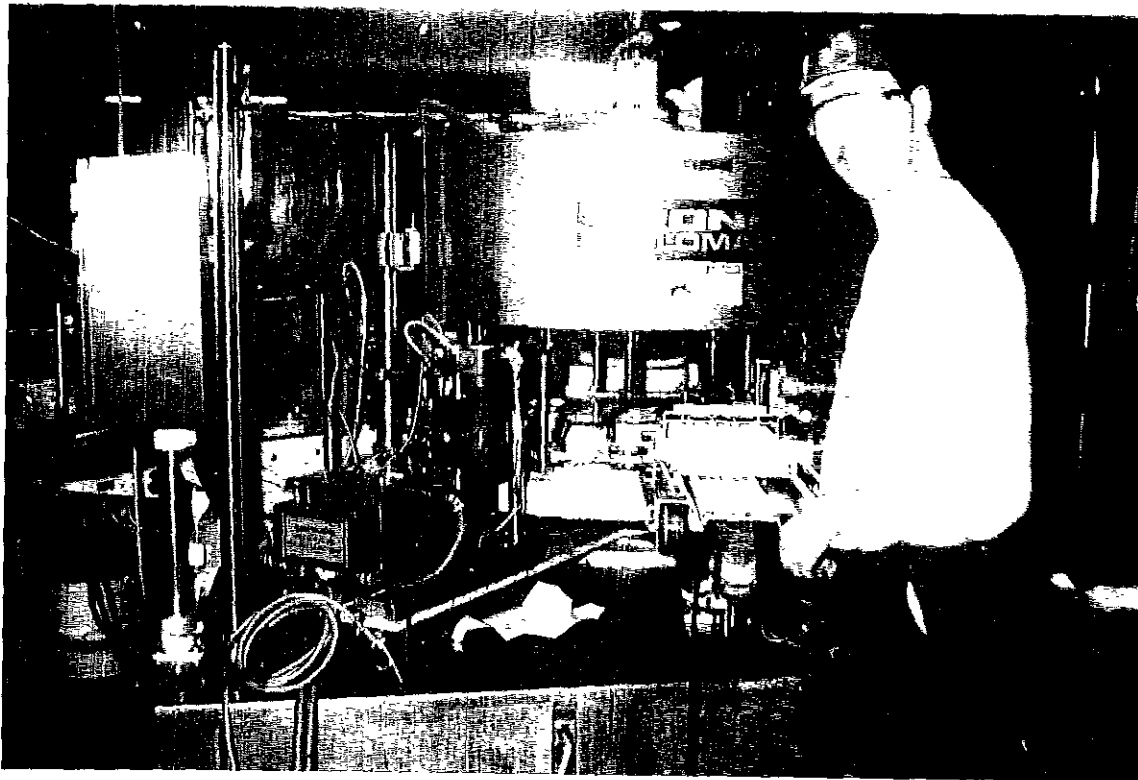
PLANT #1 1620 WHITEHEAD CT

13

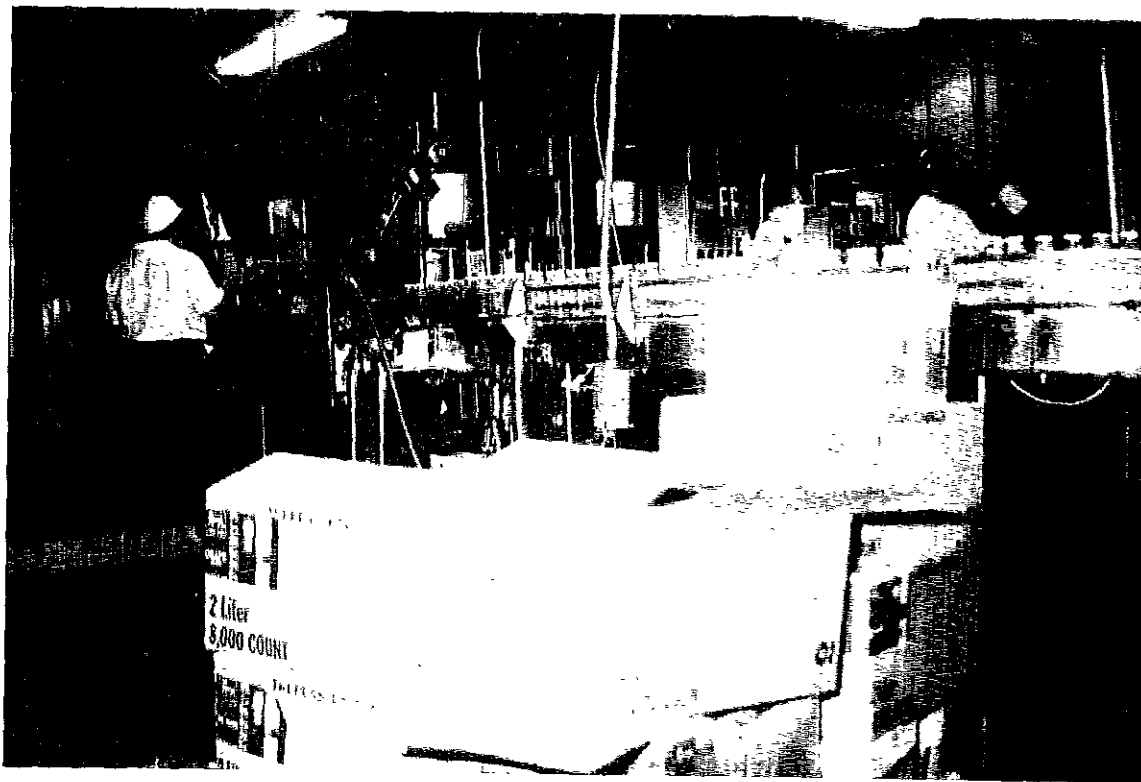


JUICE LINE FILLERS

PLANT #1, 1620 WHITEHEAD CT. 14



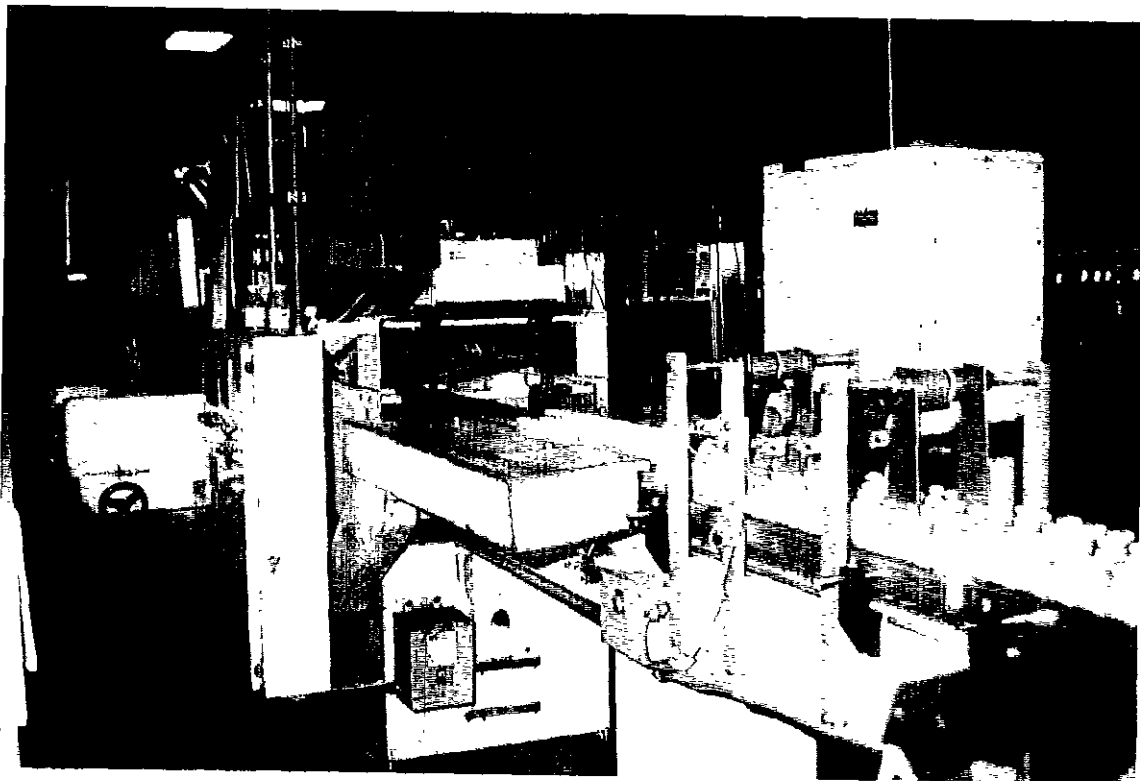
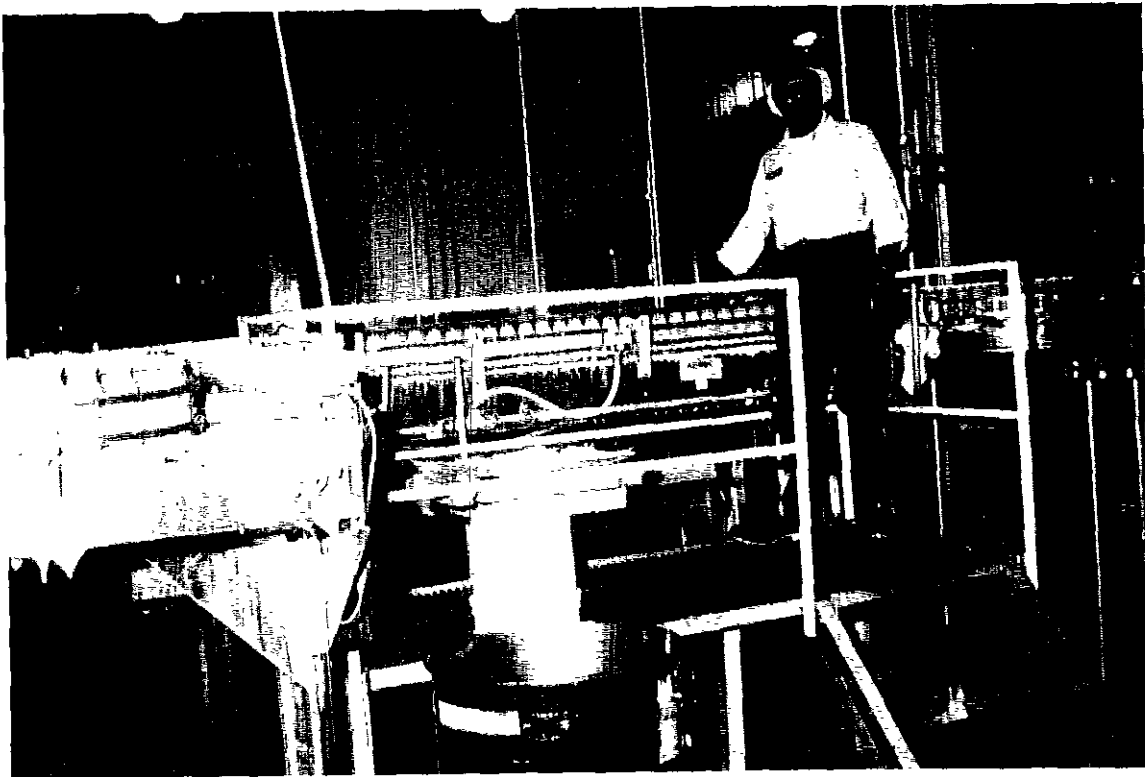
JUICE LINE LABELER



CONVEYOR TO TWO JUICE LINE LABELERS

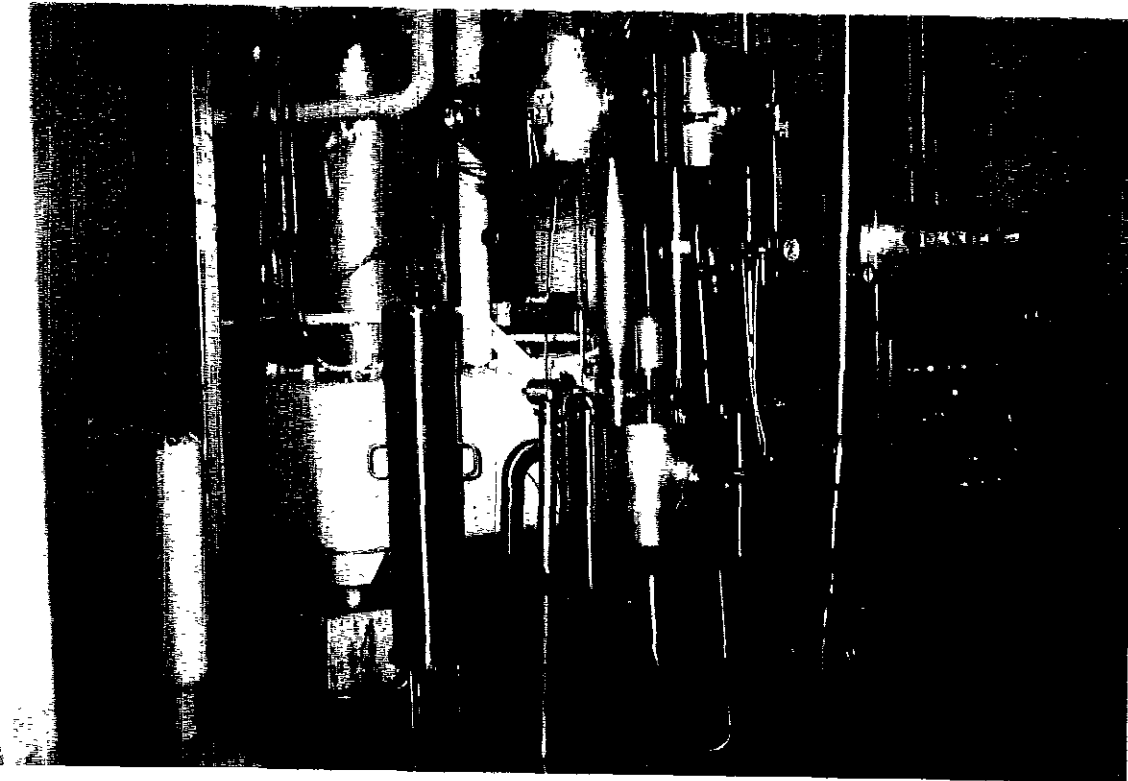
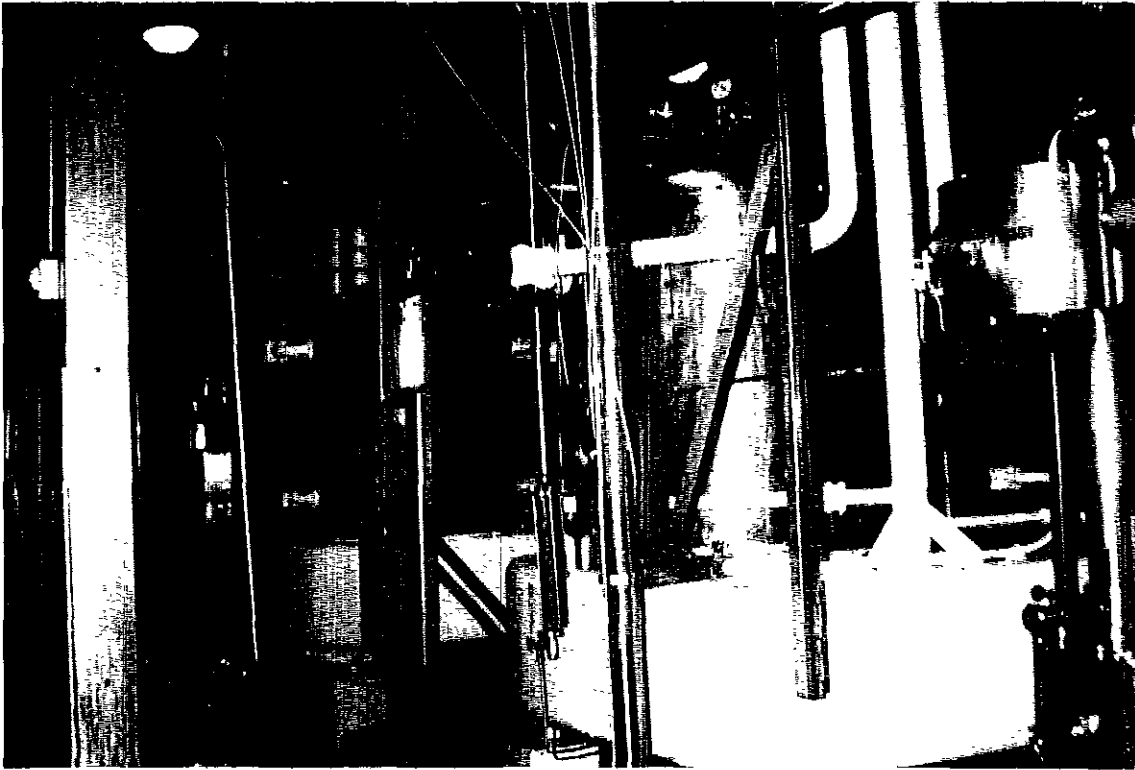
1670 WHITEHEAD CT PLANT #1

15



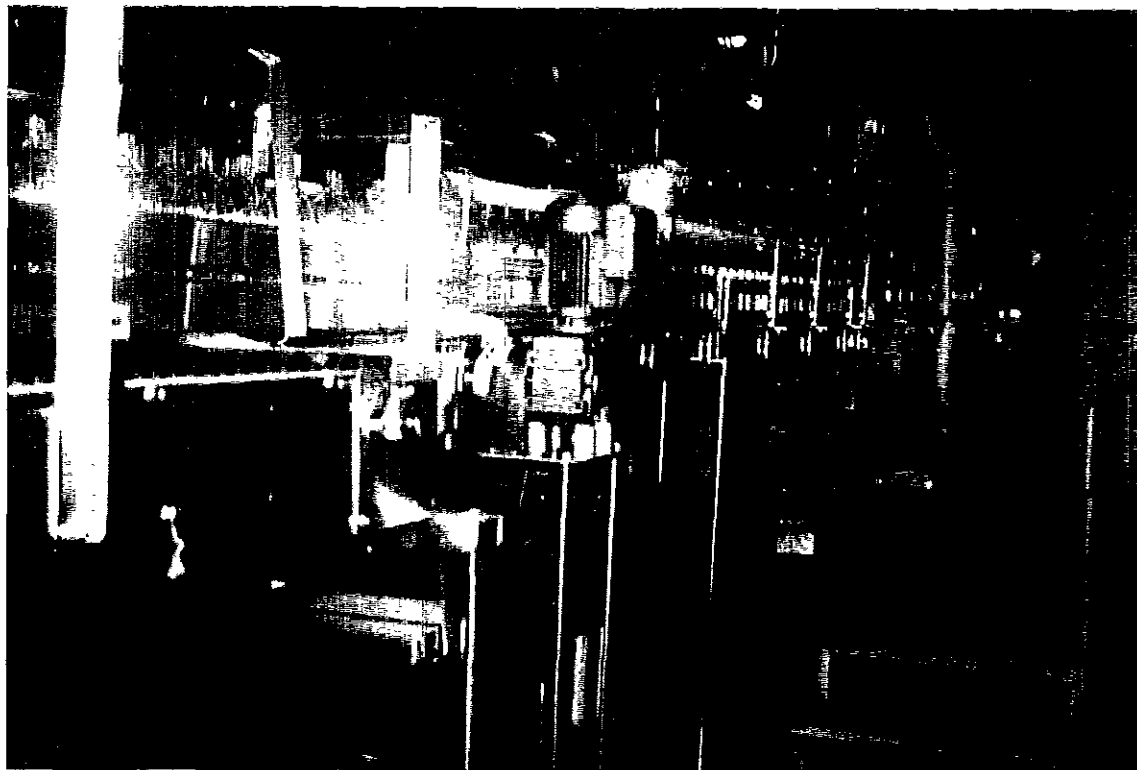
1620 WHITEHEAD CT PLANT #1

16

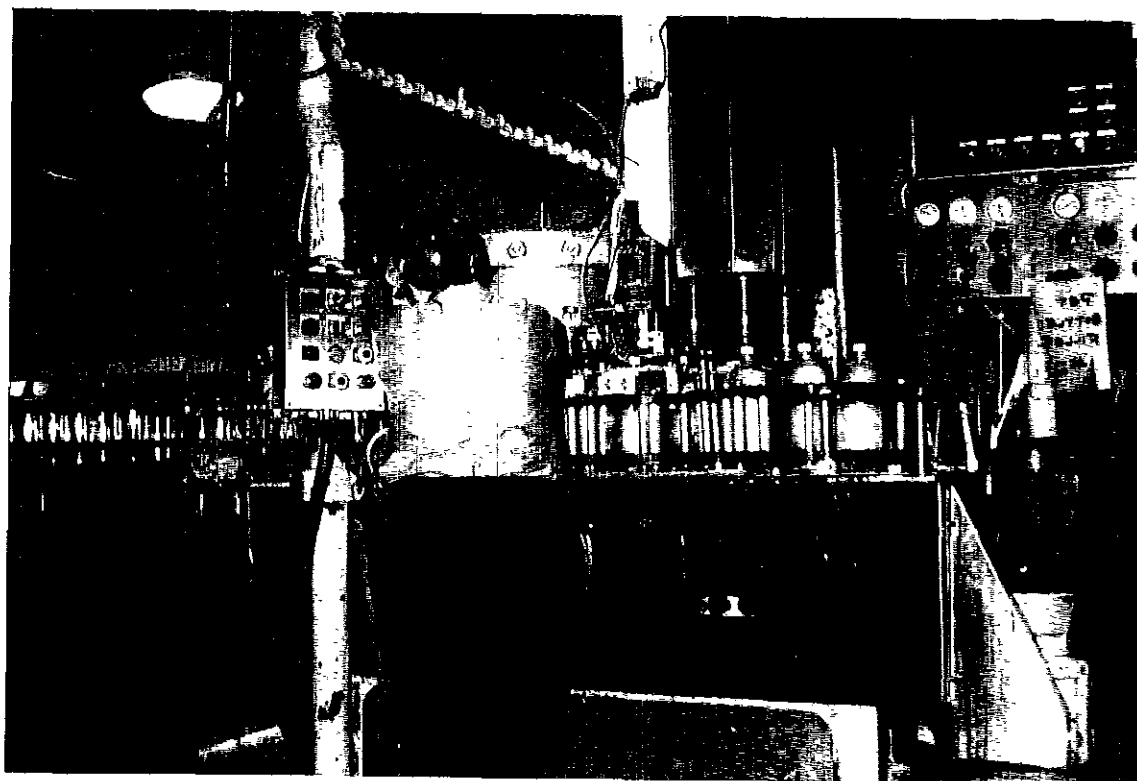


1620 WHITEHEAD CT. PLANT #1

17

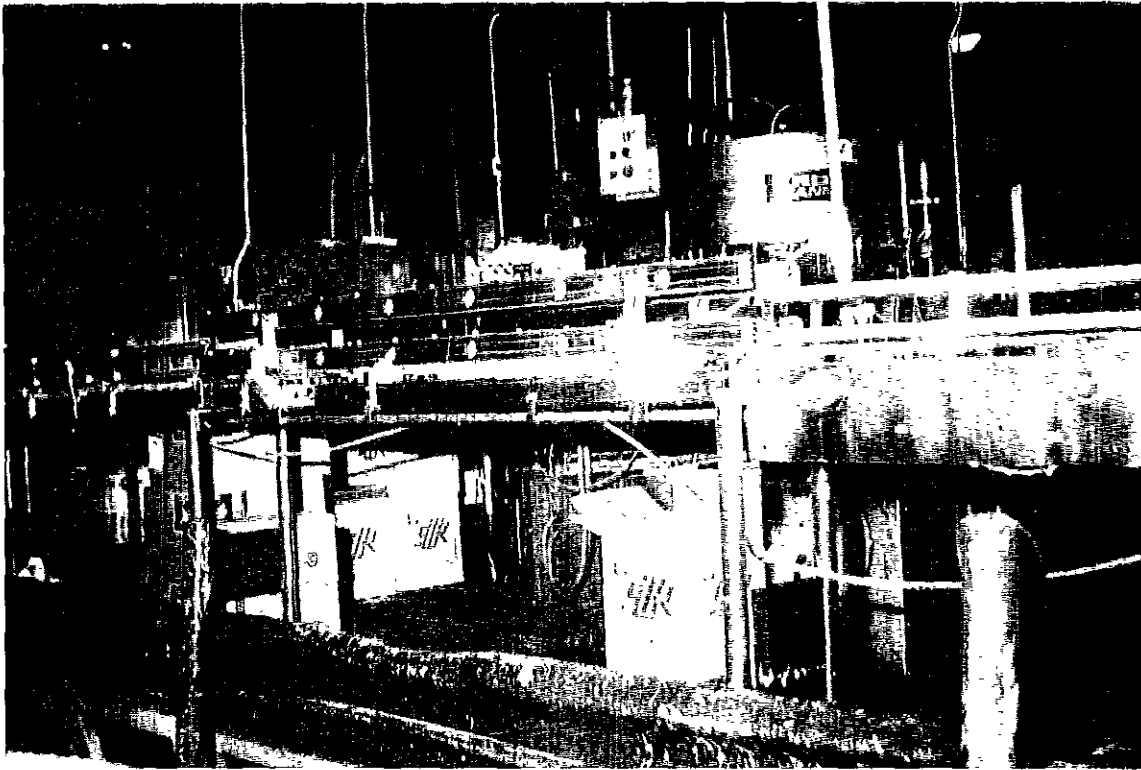


PET BOTTLE FILLERS

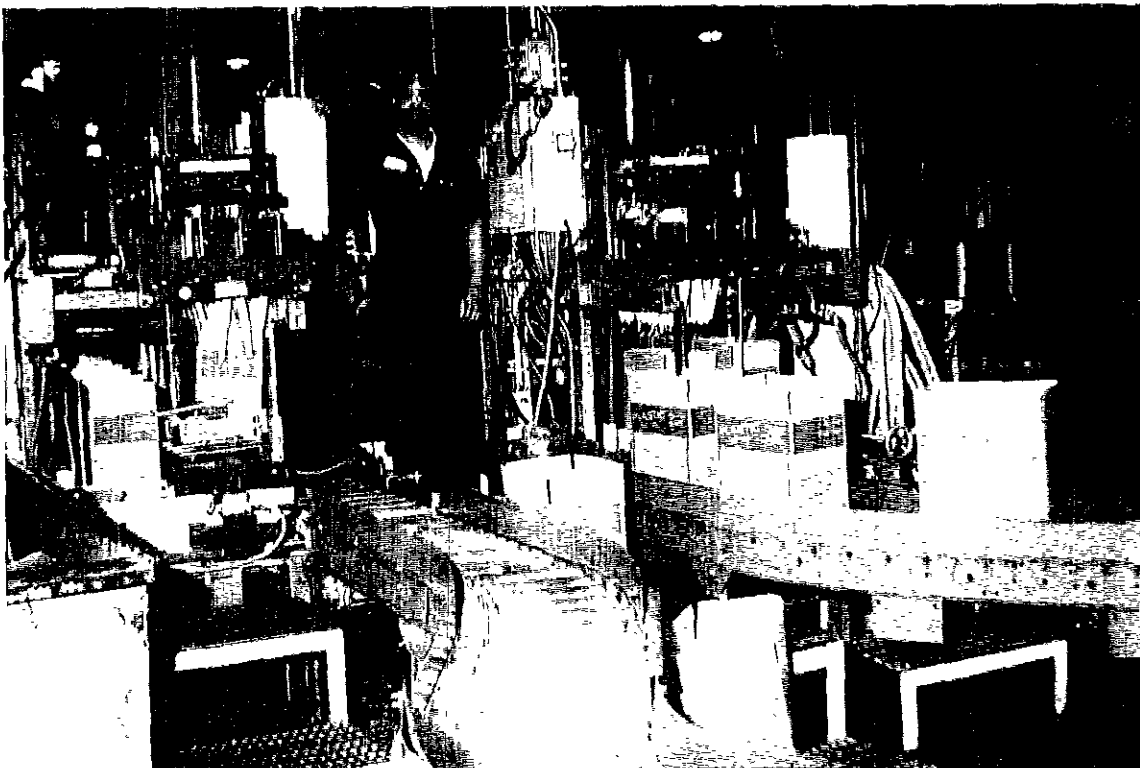


PLANT #1 - 1680 WHITEHEAD CT.

18



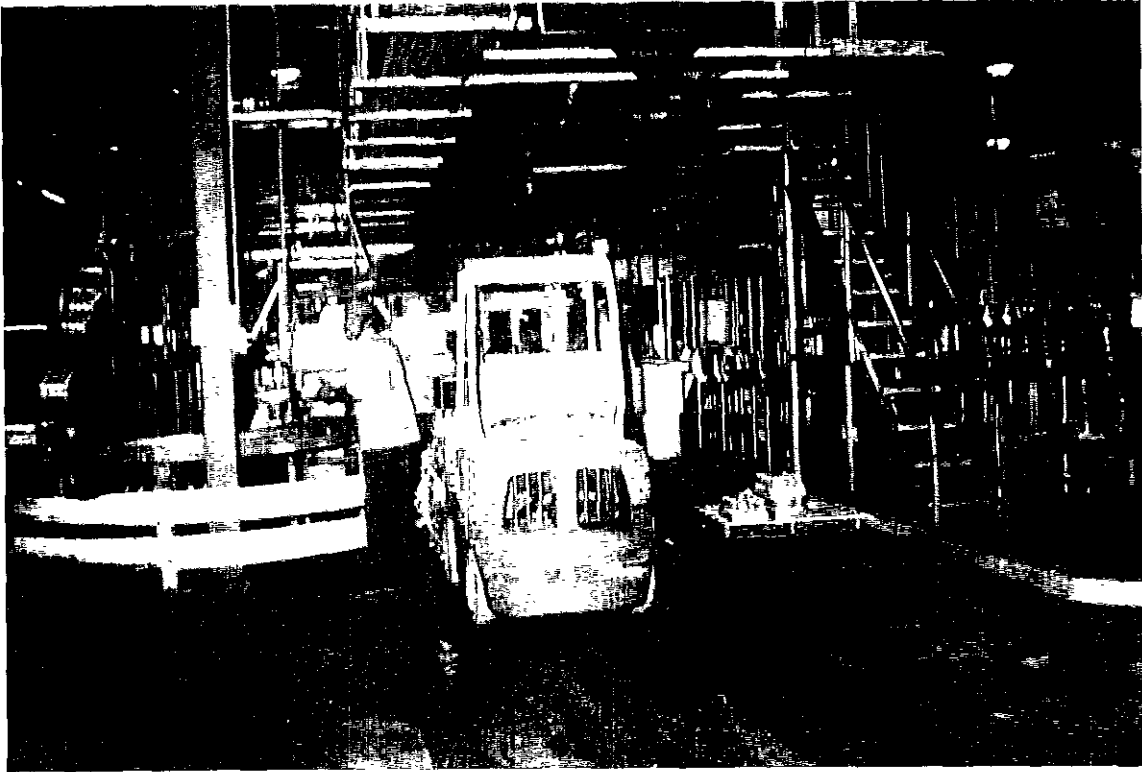
PET LINE LABS CLOS



PET LINE DIRT PACKER

PLANT #1 - 1680 WHITEHEAD CT

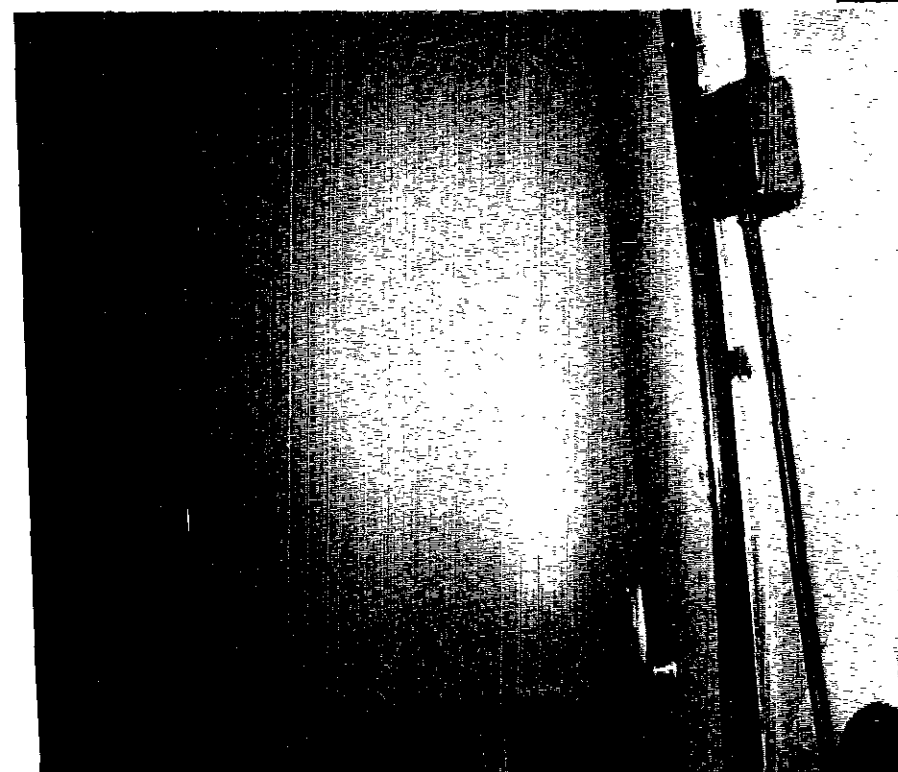
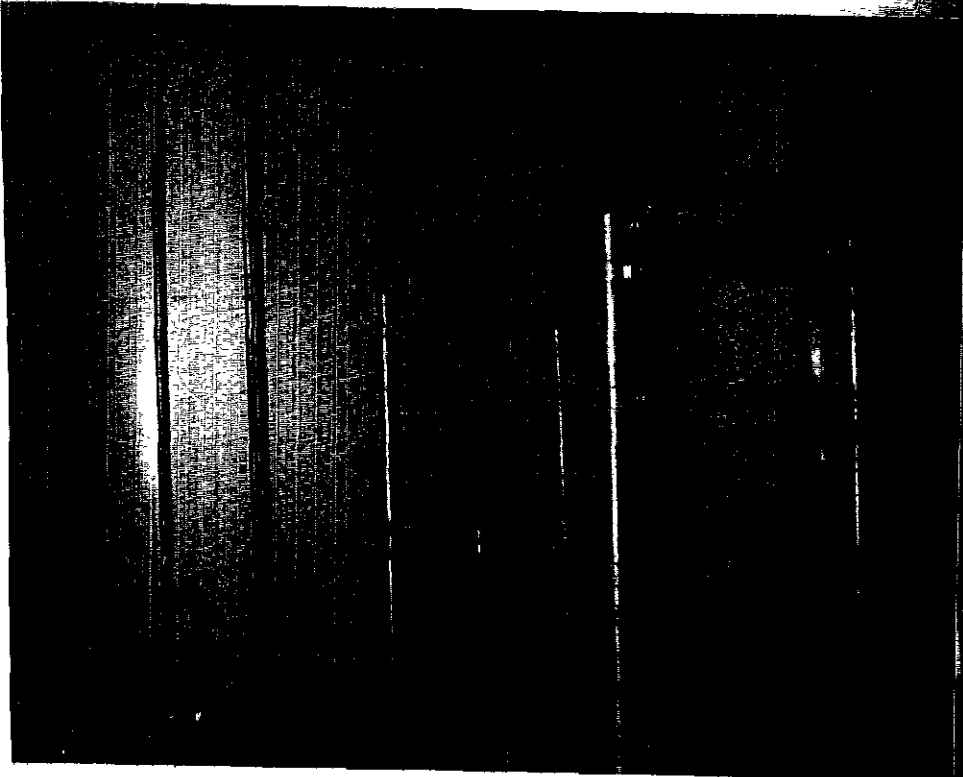
19



1680 WHITEHEAD CT - PLANT #1

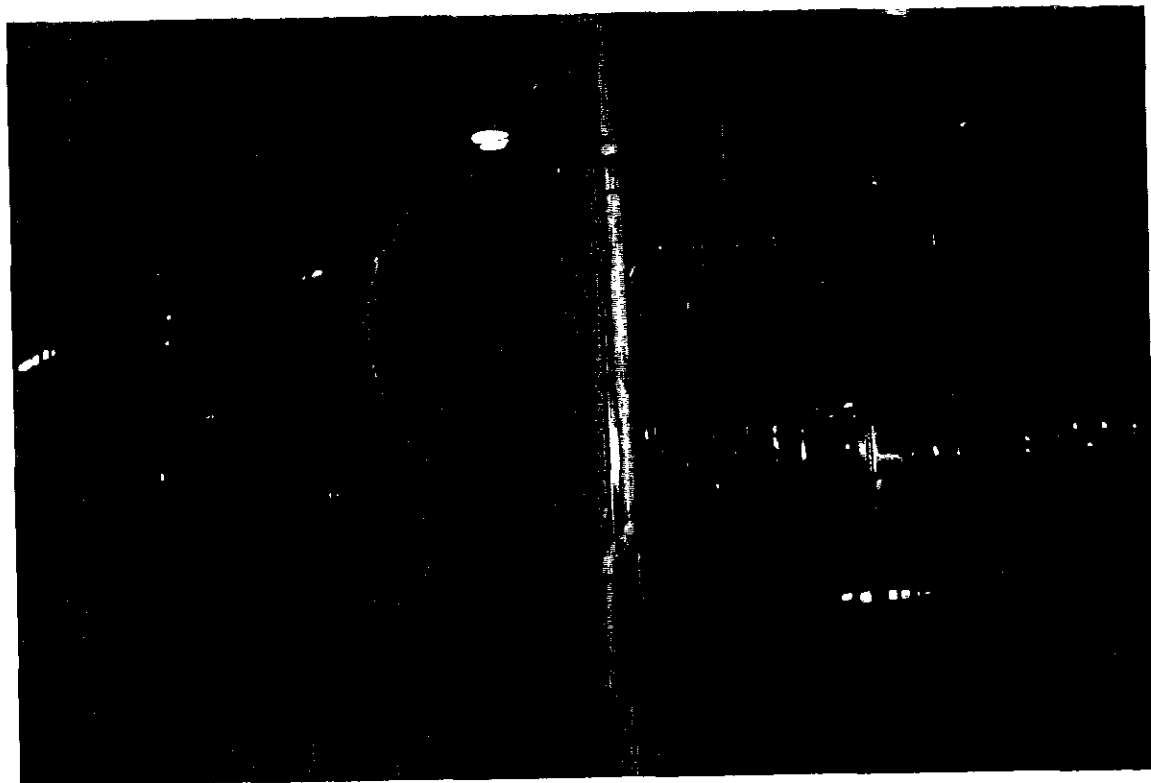
21

WATER TREATMENT
ROOMS

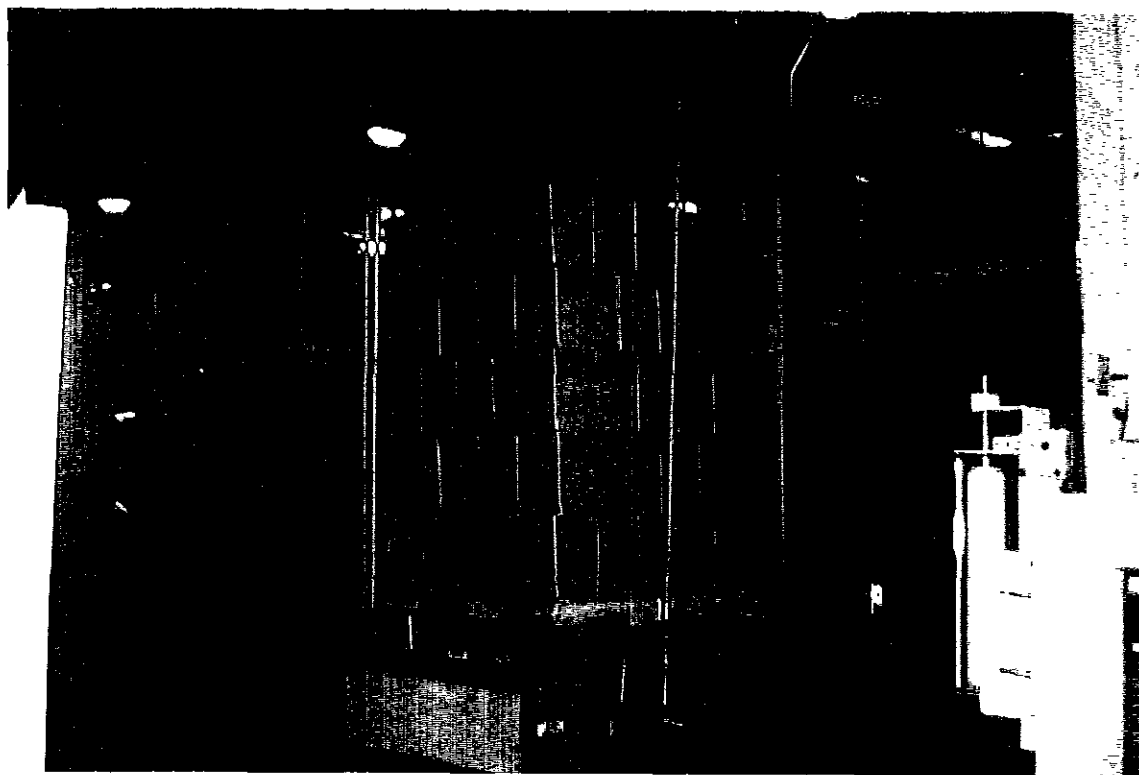


1620 WHITEHEAD CT PLANT #1

70

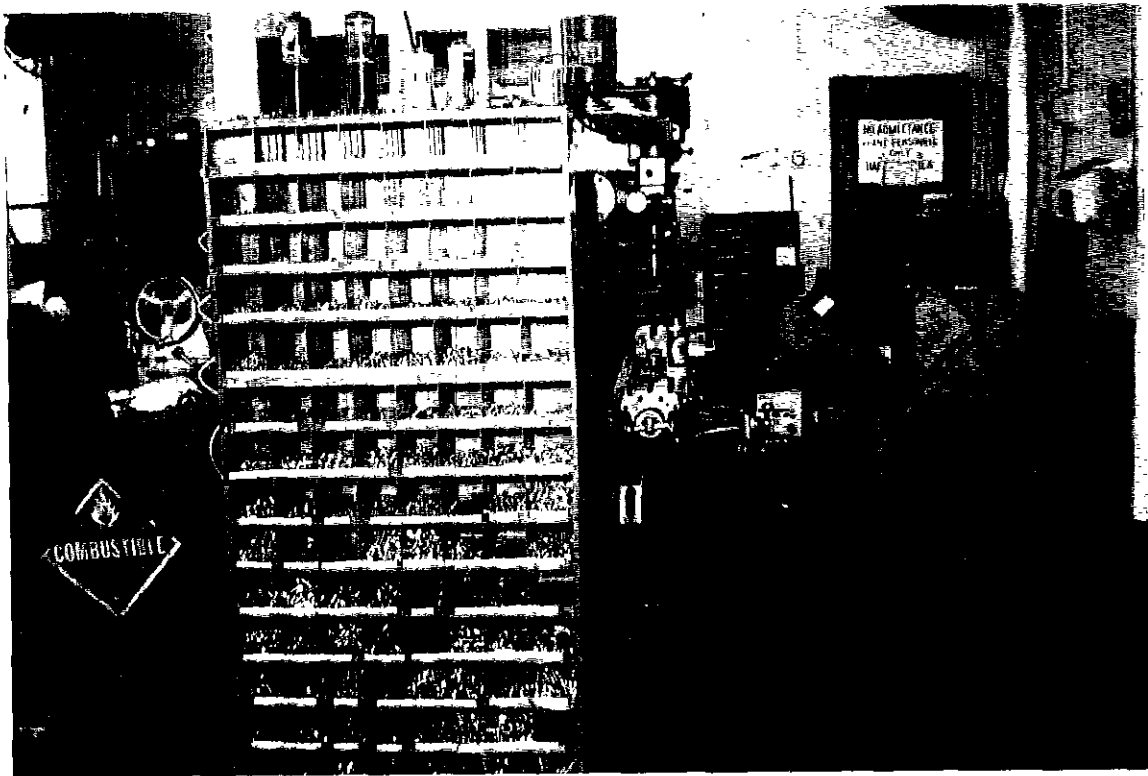
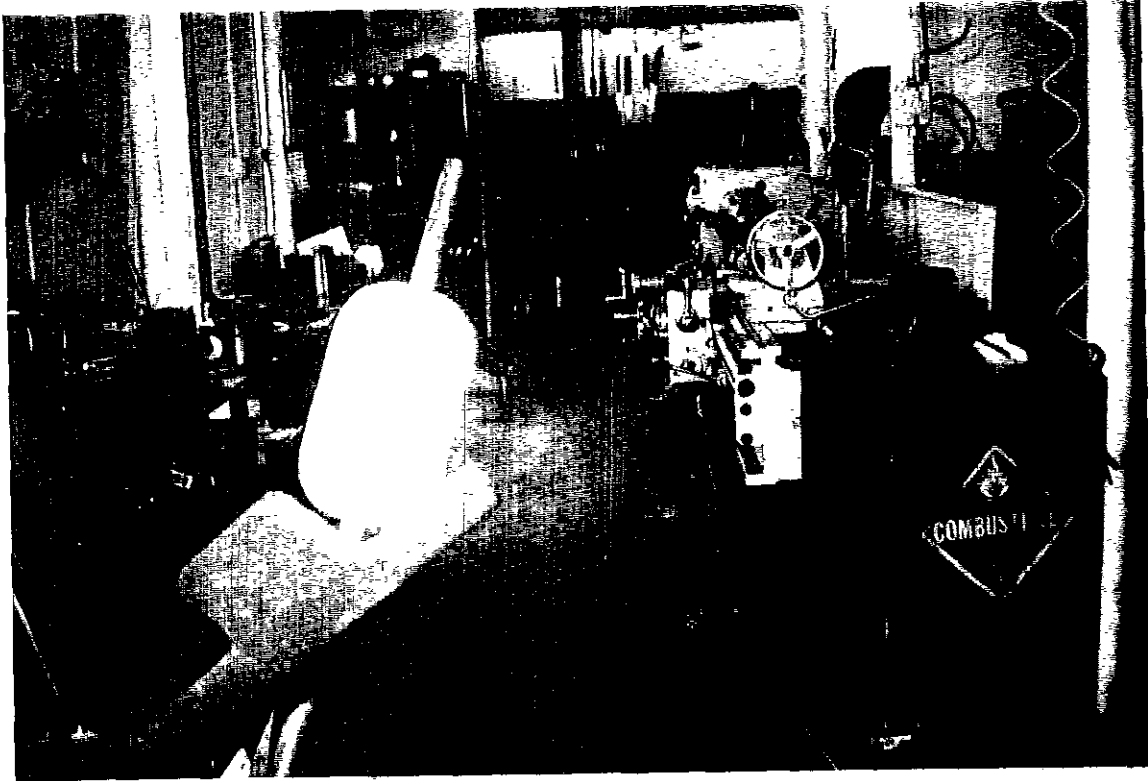


PET BOTTLE WASHER



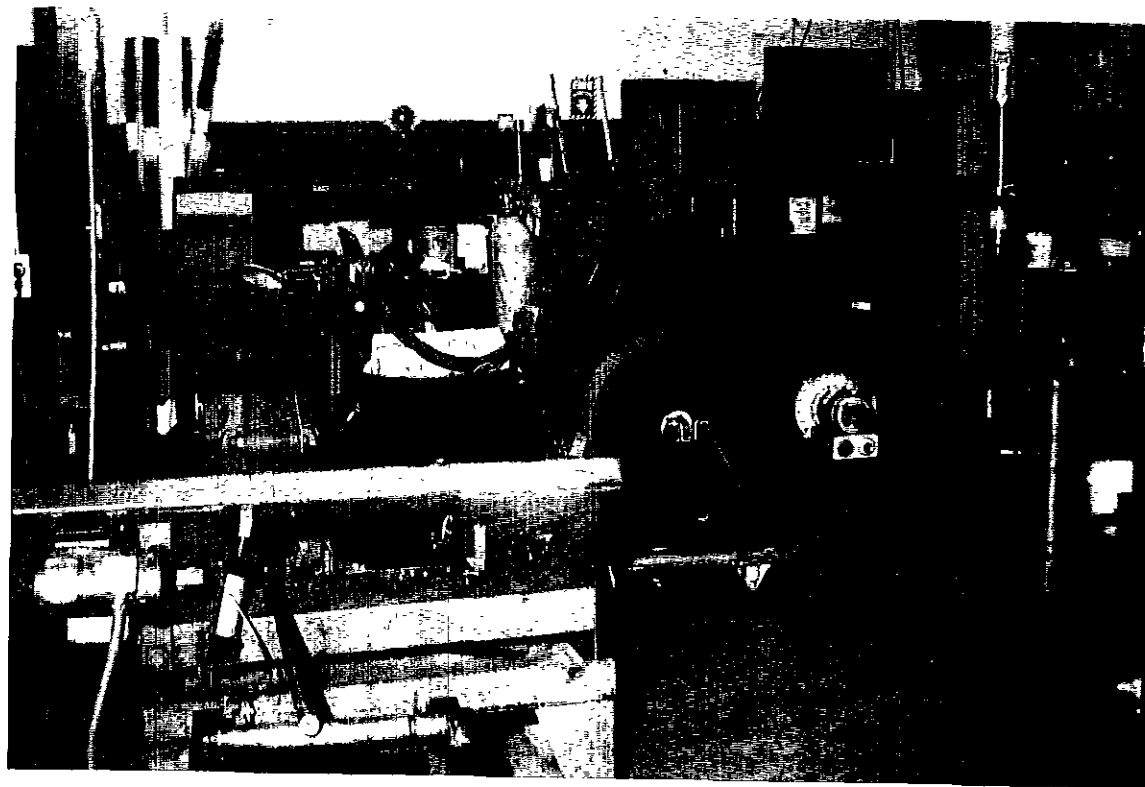
PALLET OF FILLED PET BOTTLES OFIE
PALLETIZER-FORK LIFT OPERATOR WILL
LOAD ON TO TRAILER FOR SHIPMENT TO
SULPHUR SPRING WAREHOUSE

PLANT #1 1680 WHITEHEAD CT
MACHINE SHOPS -



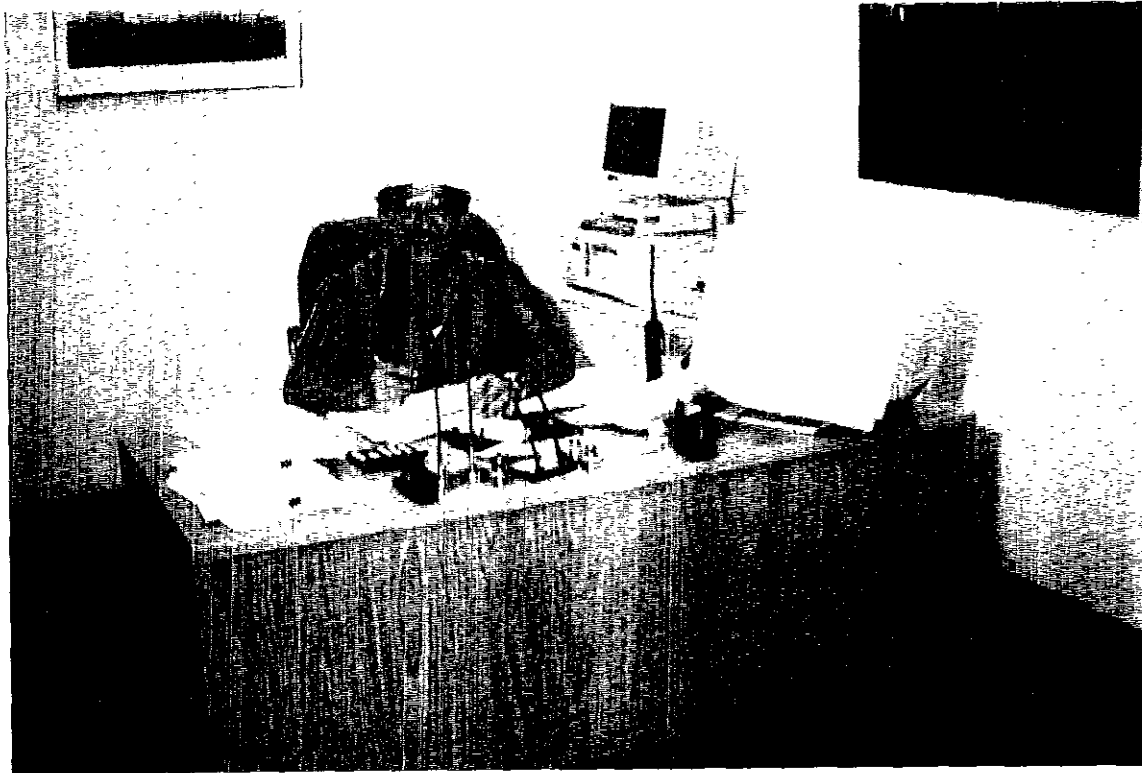
PLANT #1 - 1680 WHITEHEAD CT.
MAINTENANCE DEPT

73



PLANT #1 - 1670 WHITEHEAD CT
MAINTENANCE MANAGER DENNIS WEST

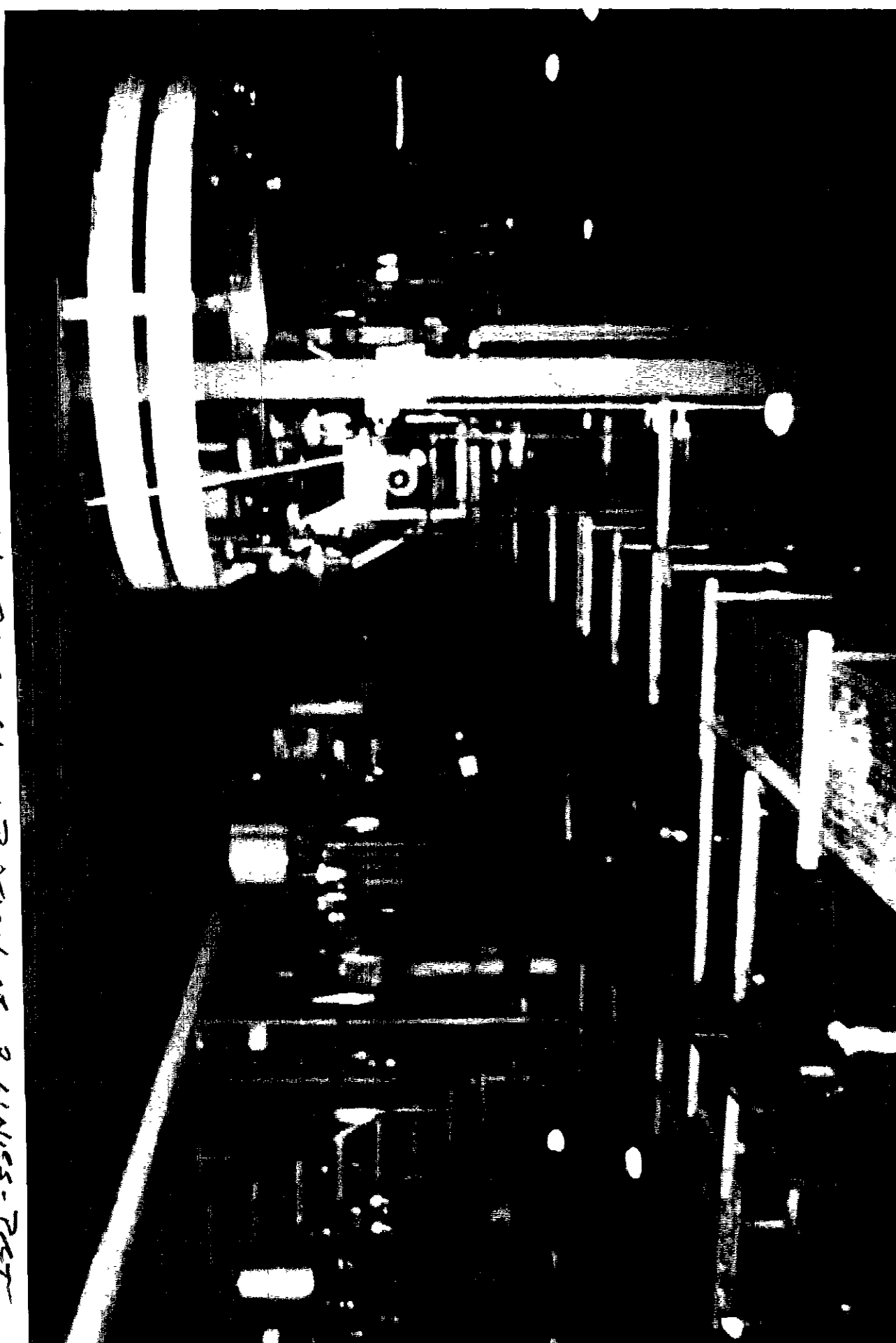
21

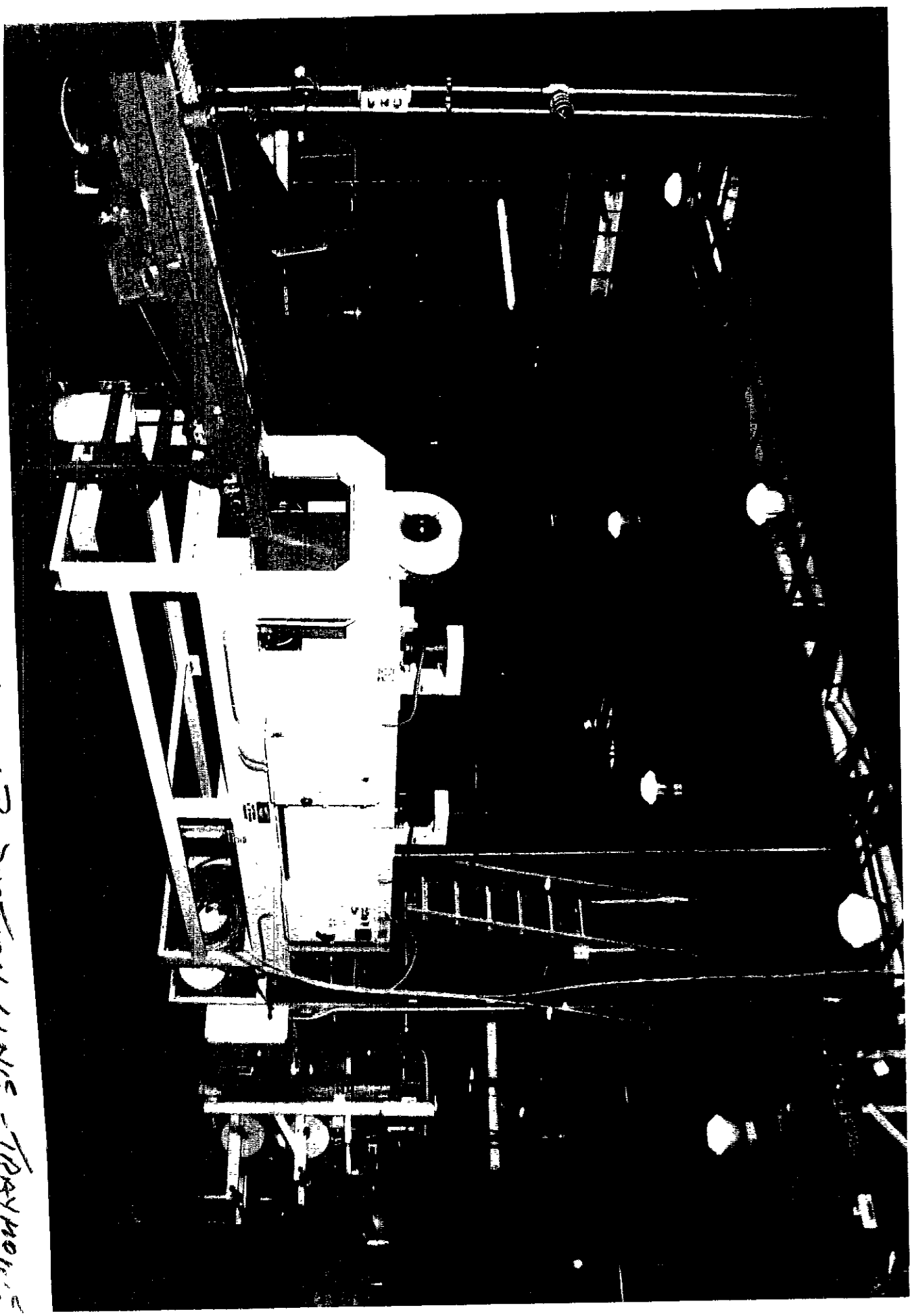


MACHINING SHOP

25

1670 WHITEHEAD CT - PLANT #1 - PHOTO SHOWS PORTION OF 3 LINES - PET

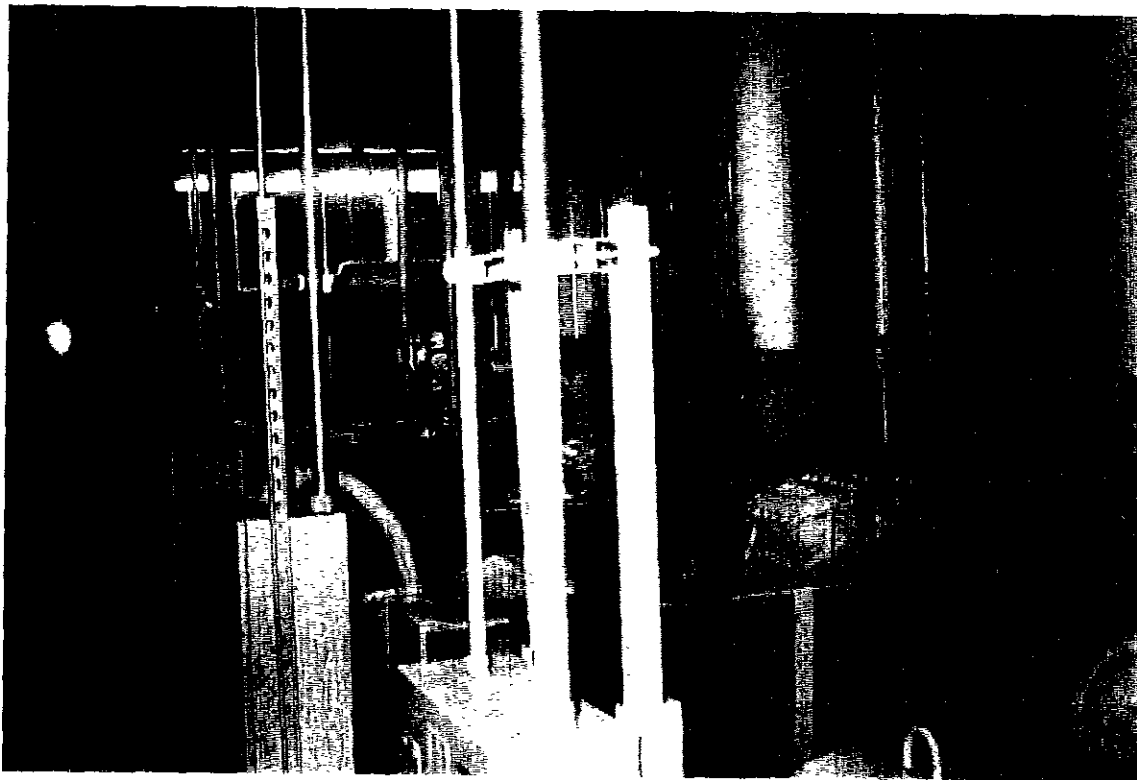
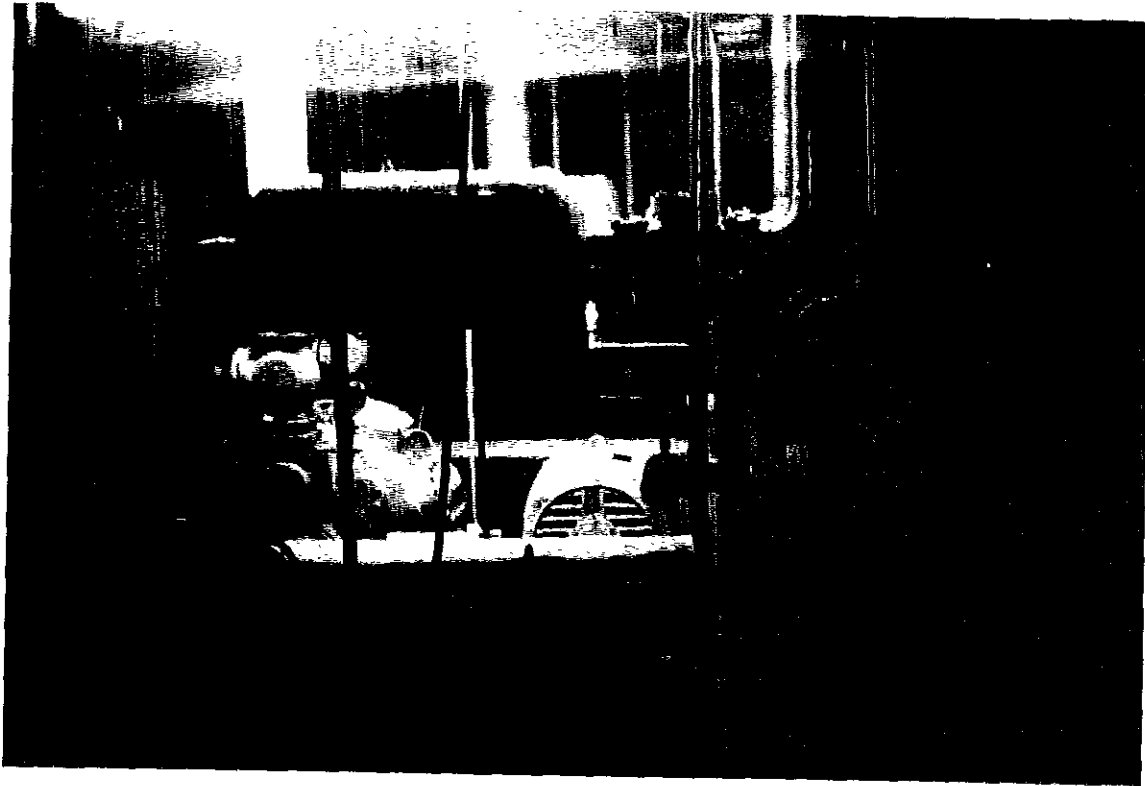




16 X0 WITHEAD COURT-PORTION OF CAN PRODUCTION LINE - TRAYMAKING
MACHINE - THIS WORK STATION FORM 24 CAN CARDBOARD TRAY, APPLIES HIGH
COND 6 PAIR HOLDER AND STAINK WENT.

1620 WHITEHEAD CT PLANT #1

27

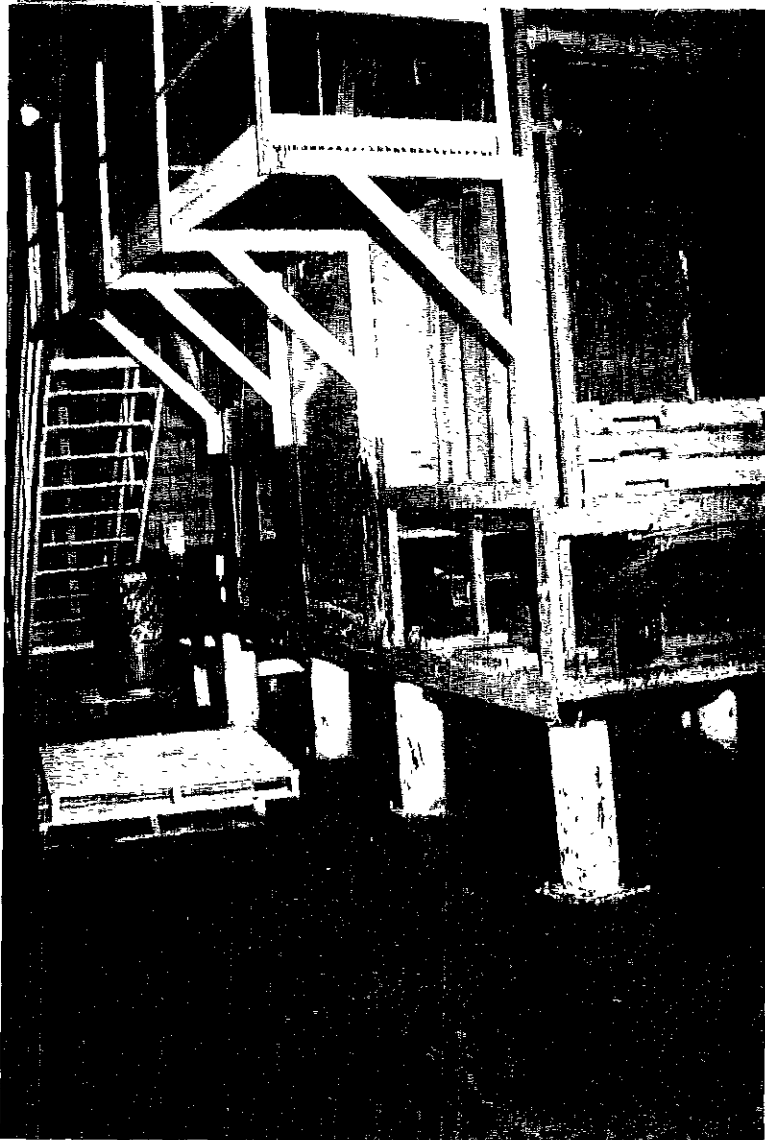


AMONIA ROOM

PLANT # 1- 1650 WHITEHEAD 07 78



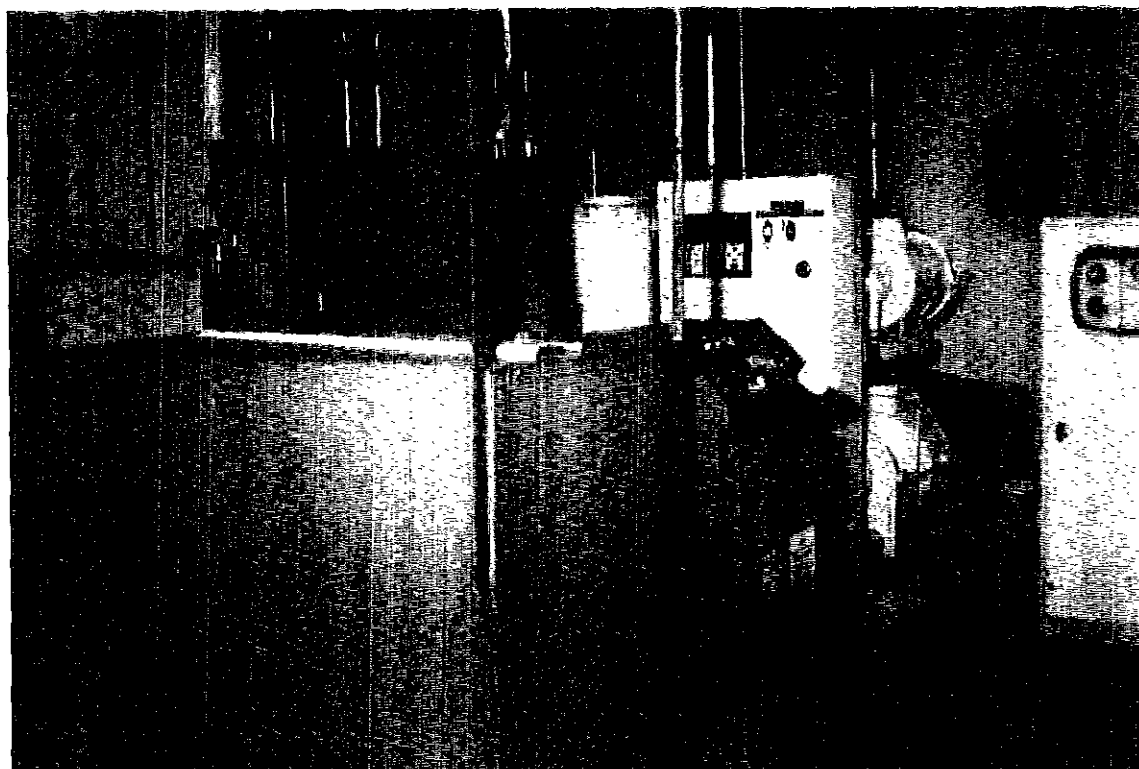
CONVEYOR
FROM LOOSE
LINE DETAIL
TOWARD & OFF
FIELD HOUSE
REARWARD
FORK LIFT
TRAILER SHED
TO SUBMIT
STRIKE



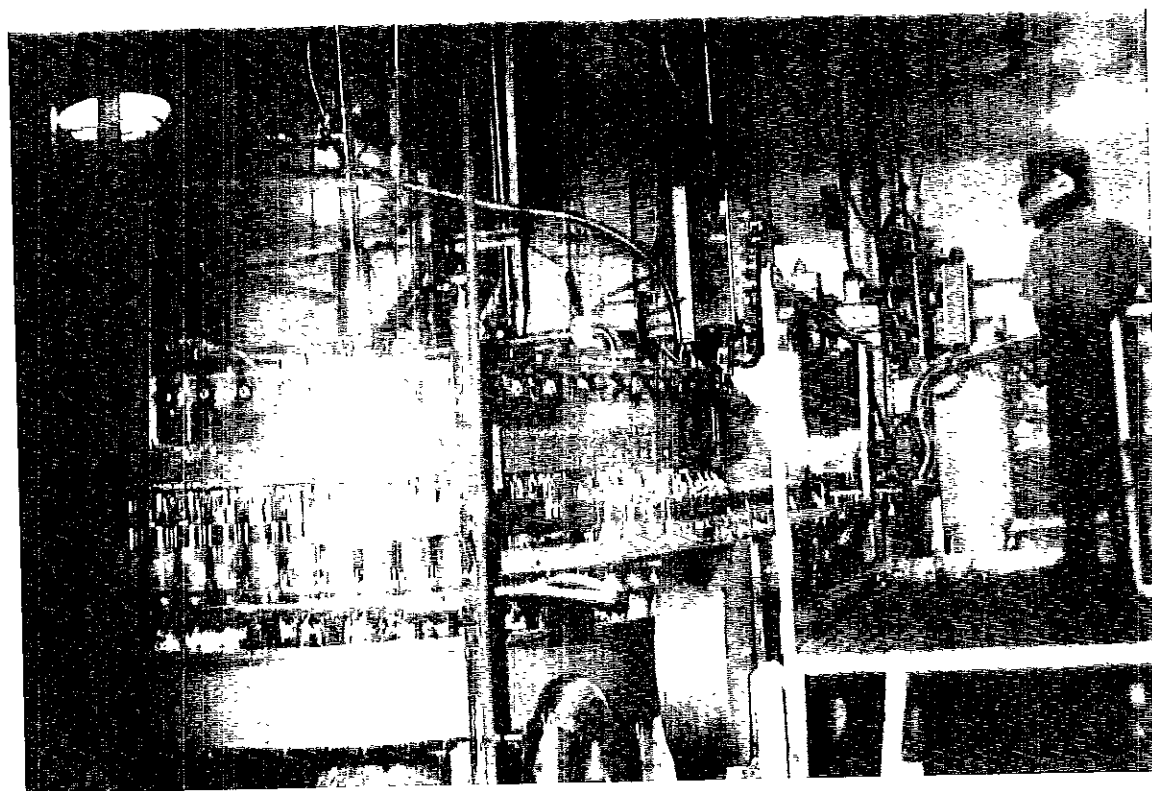
RET-CAN
DEPALE 0712 ER

PLANT #1 1620 WHITEHEAD ET.

29

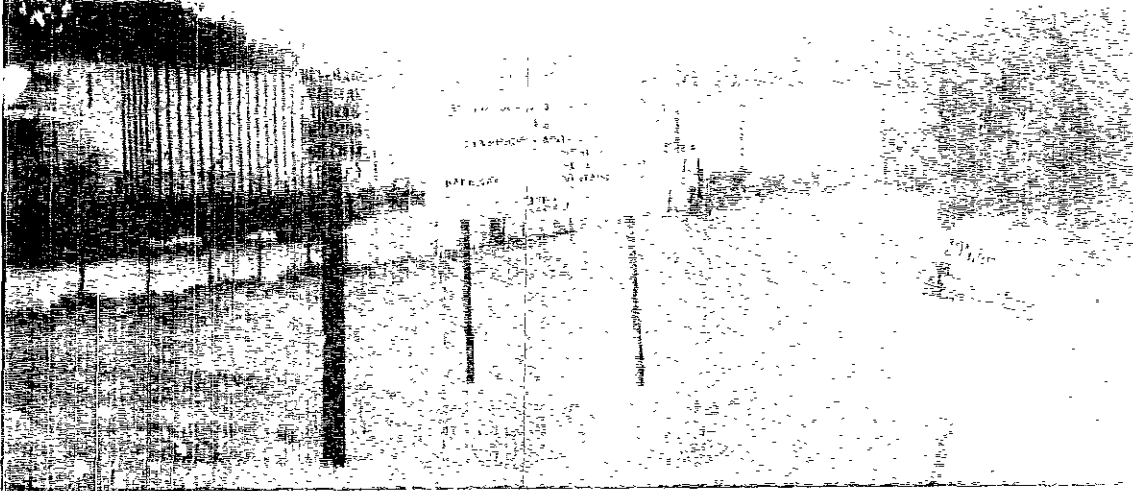


1680 WHITEHEAD CT PLANT #1

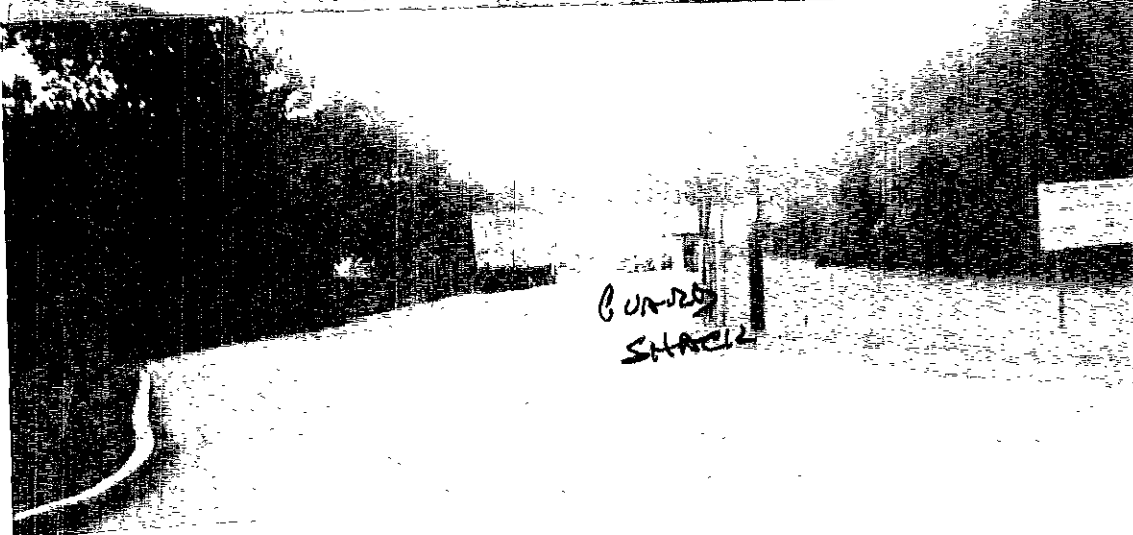


CAN LINE - FILLER & CAPPER

GREAT DISTRIBUTION & WAREHOUSING - FOR
 BEVERAGE CAPITAL CORP - STORAGE AND DISTRIBUTION OF
 FILLED PRODUCT PRODUCED FOR CUSTOMER LIST THAT
 INCLUDES VARIOUS NATIONAL TRADEMARKS, SUPER-MARKET
 CHAINS, MISCELLANEOUS ACCOUNTS

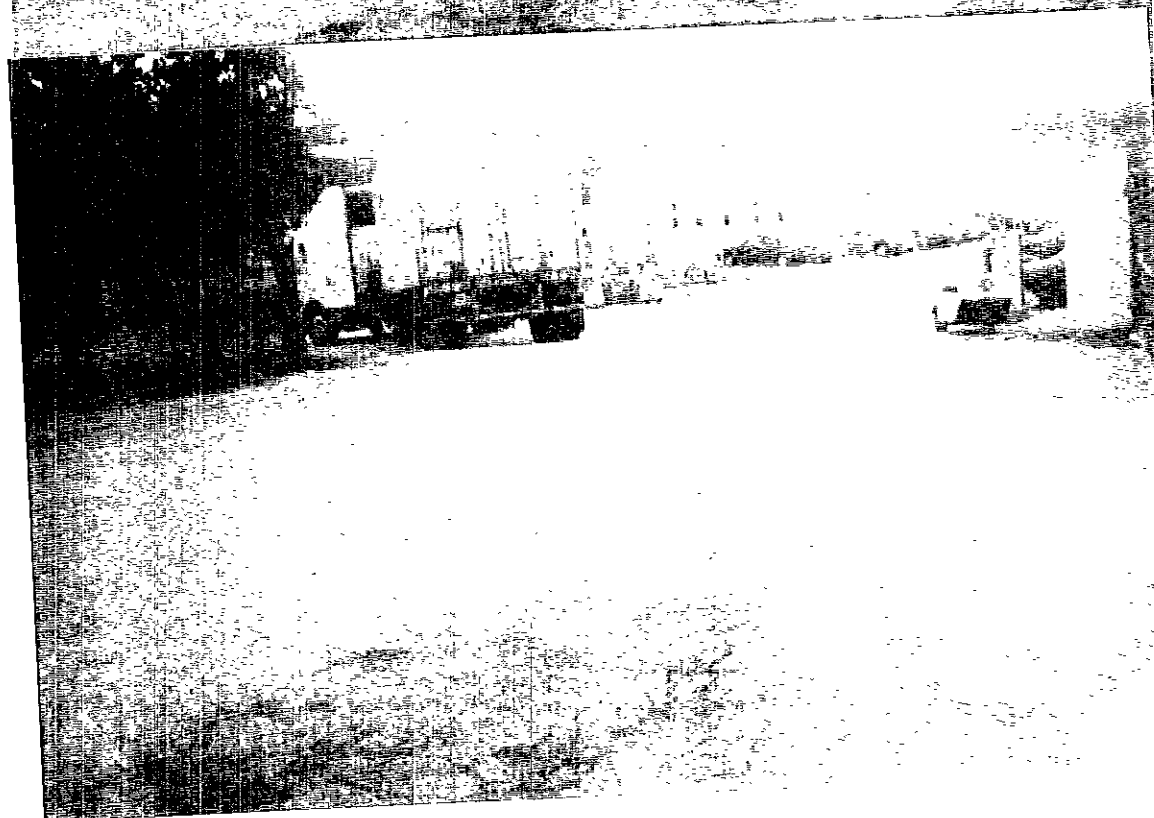
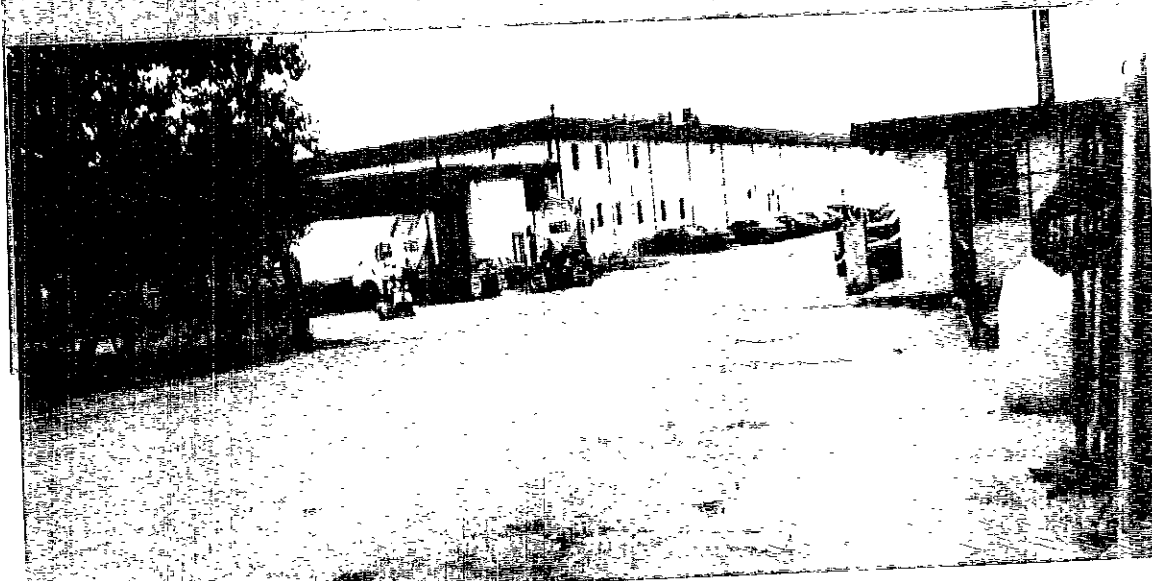
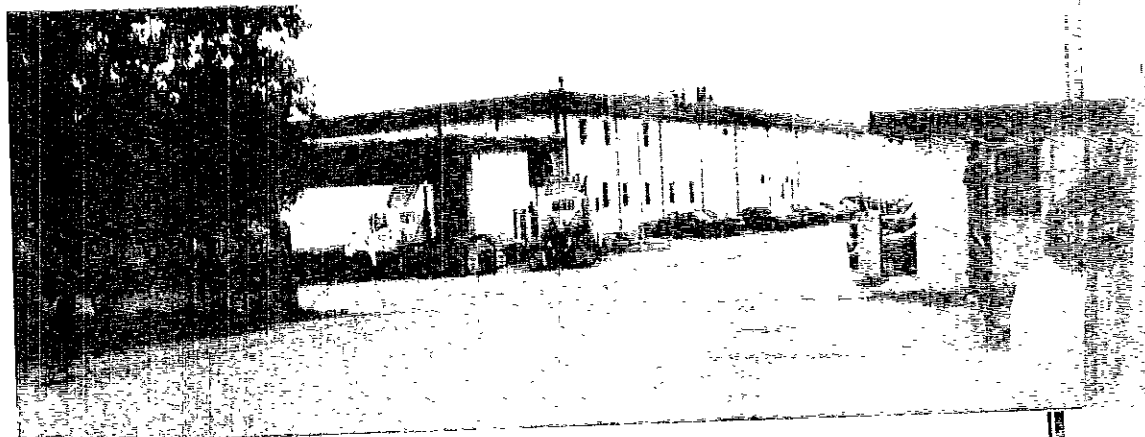


DRIVEWAY
 ENTRANCE
 WAREHOUSE
 PROVIDED
 SPACE FOR
 TRUCKS AND
 FOR ACCESS
 TO ROAD
 FROM ROAD
 TO ROAD
 TO ROAD
 TO ROAD
 TO ROAD
 TO ROAD
 TO ROAD

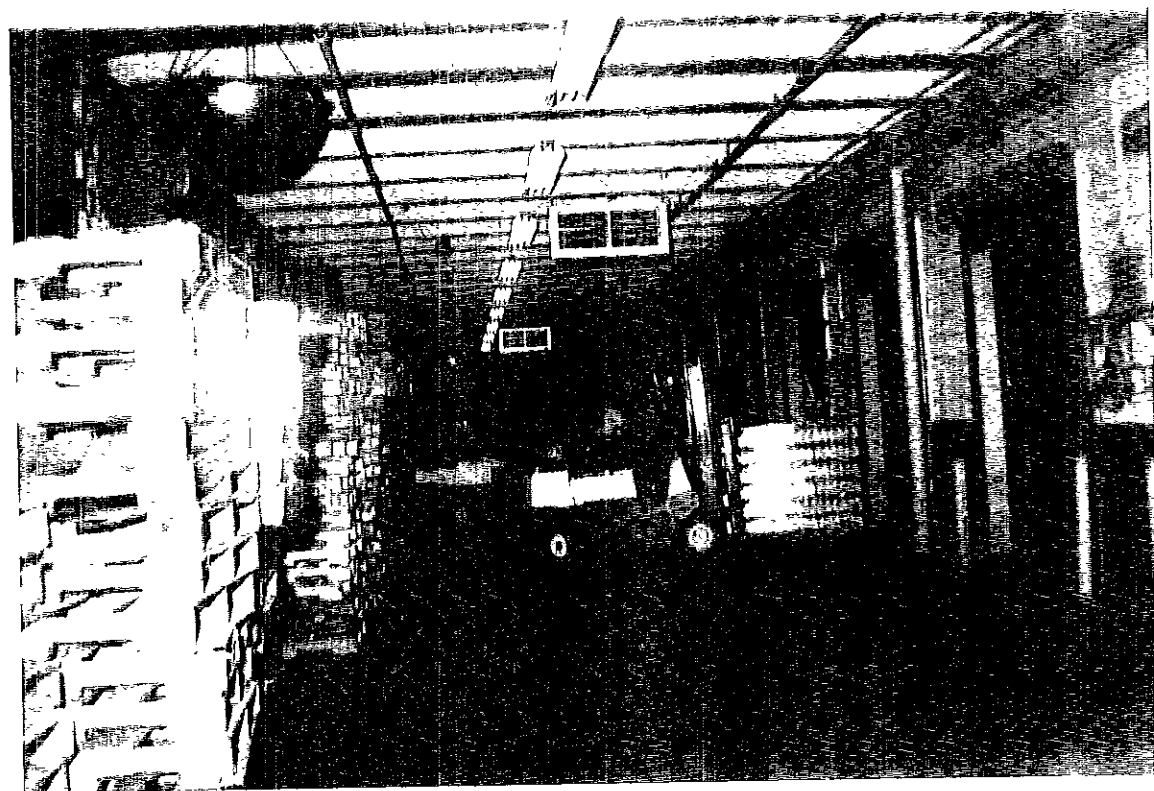


GUARD
 SHACK

WAREHOUSE



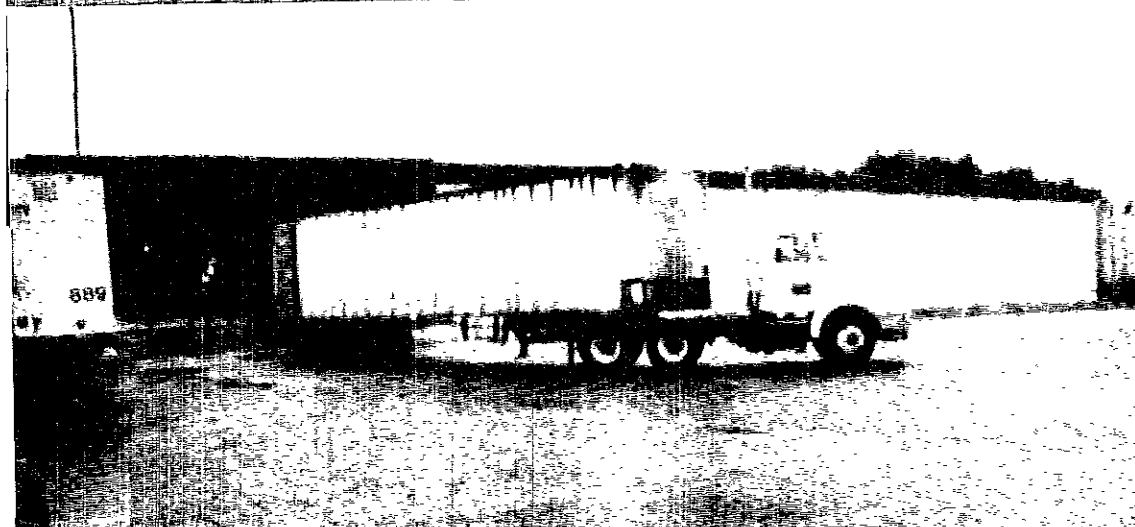
WAREHOUSE



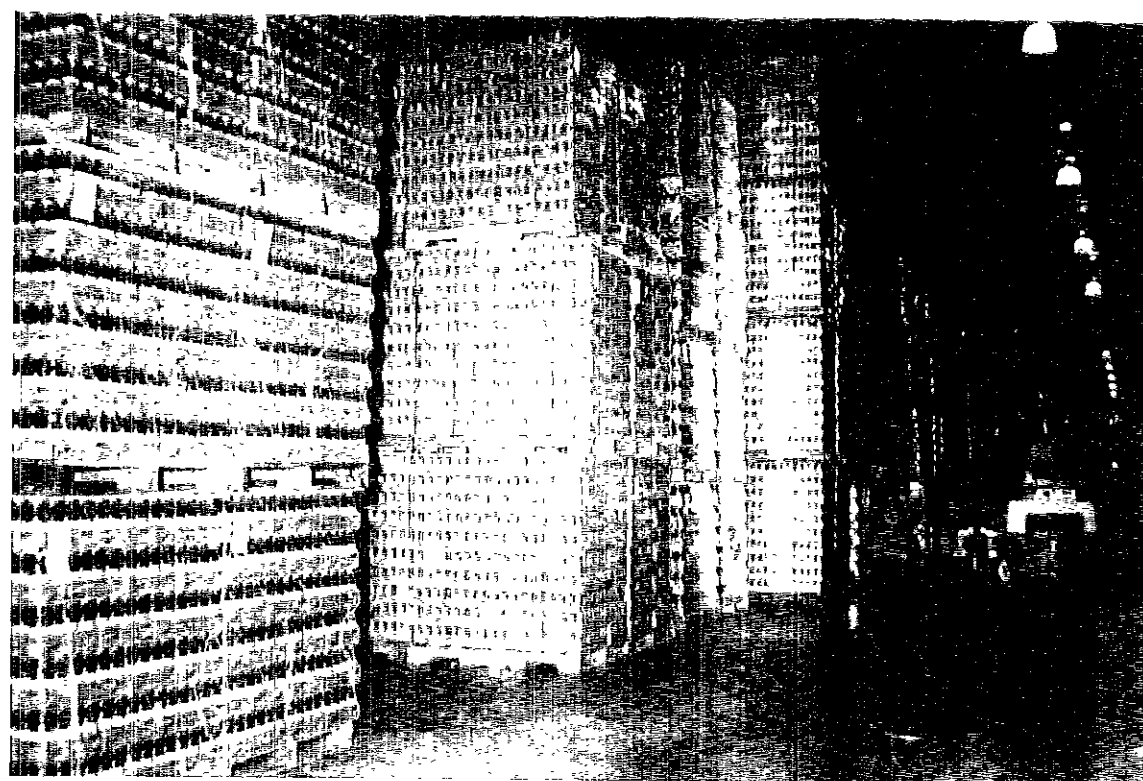
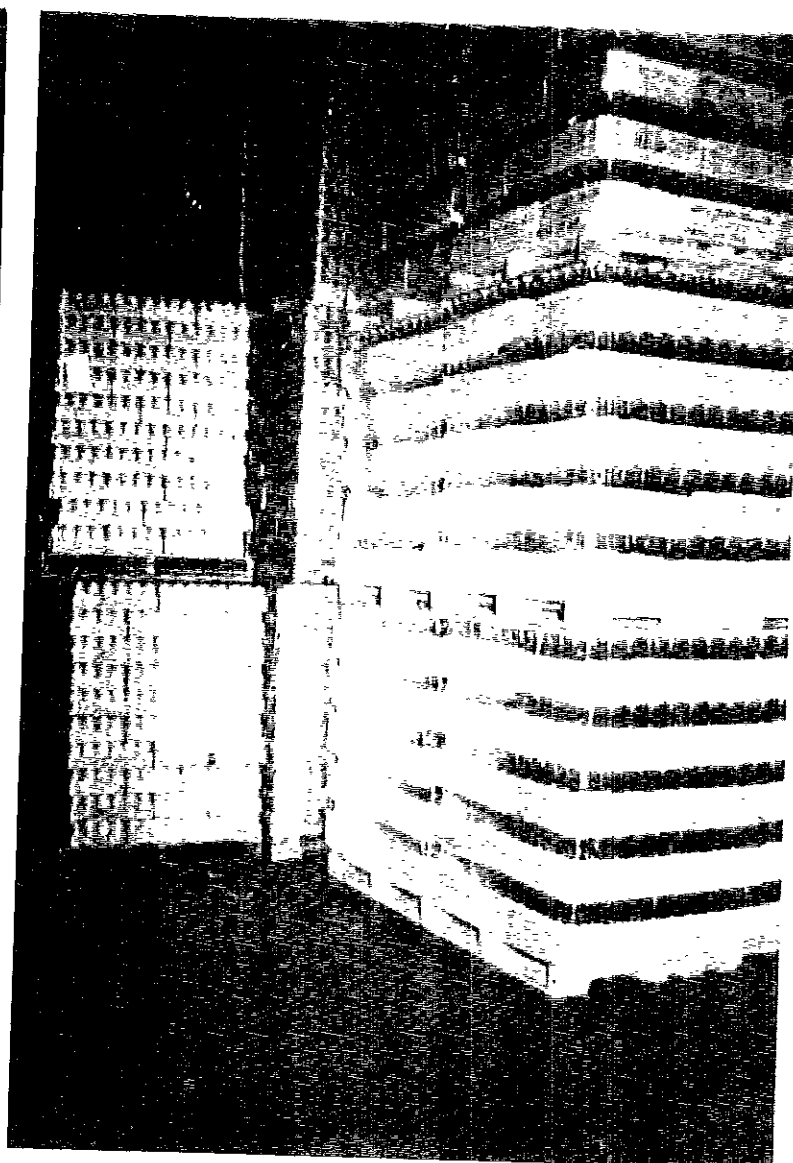
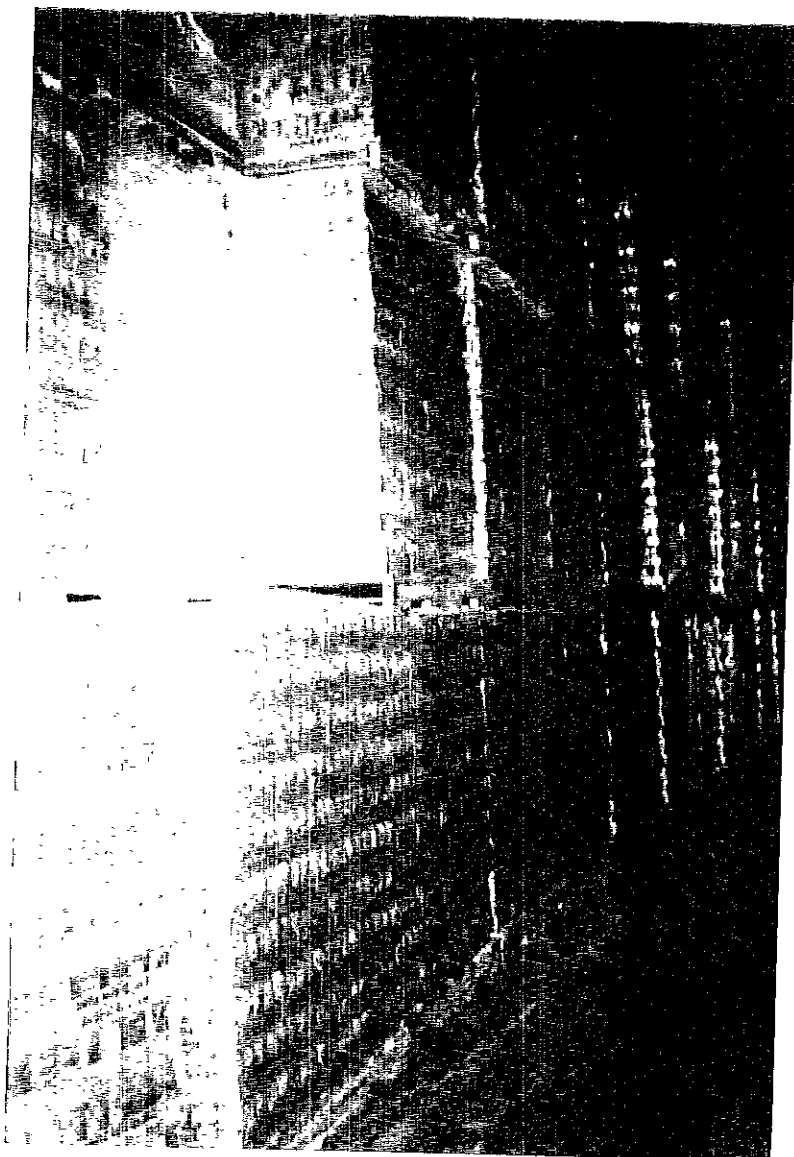
WAREHOUSE



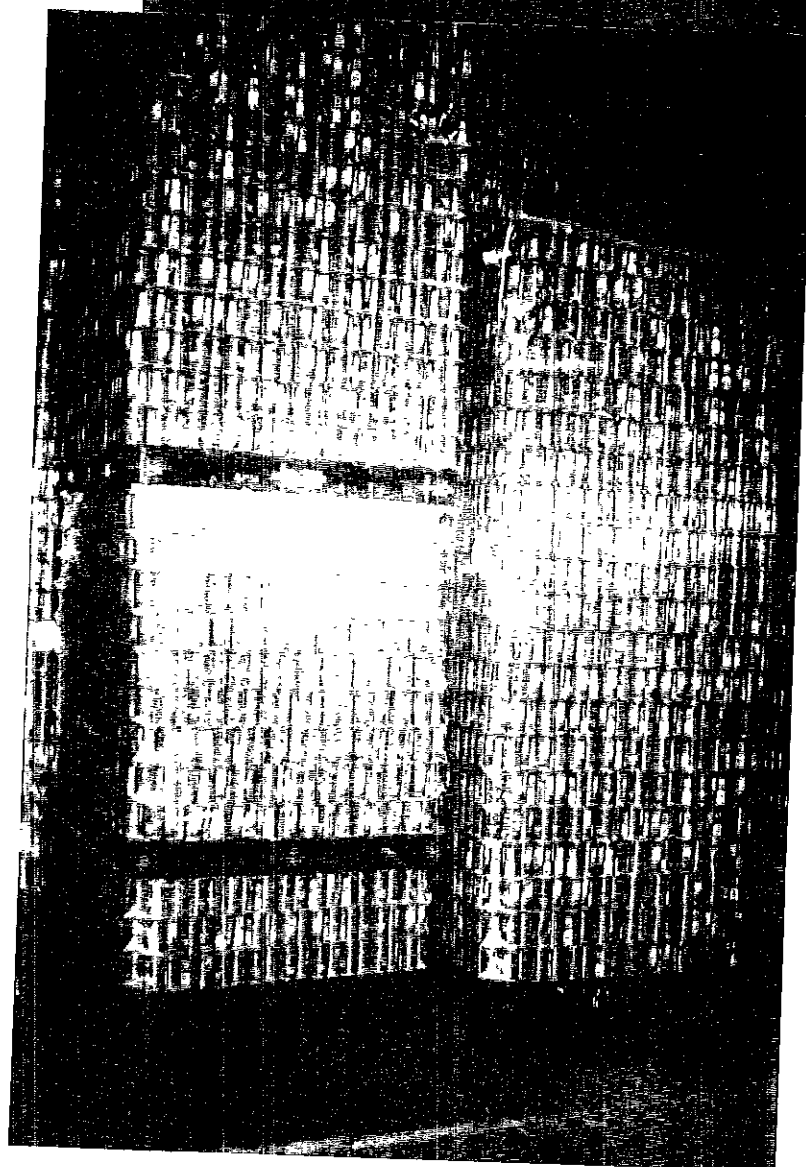
WAT & HOUSE



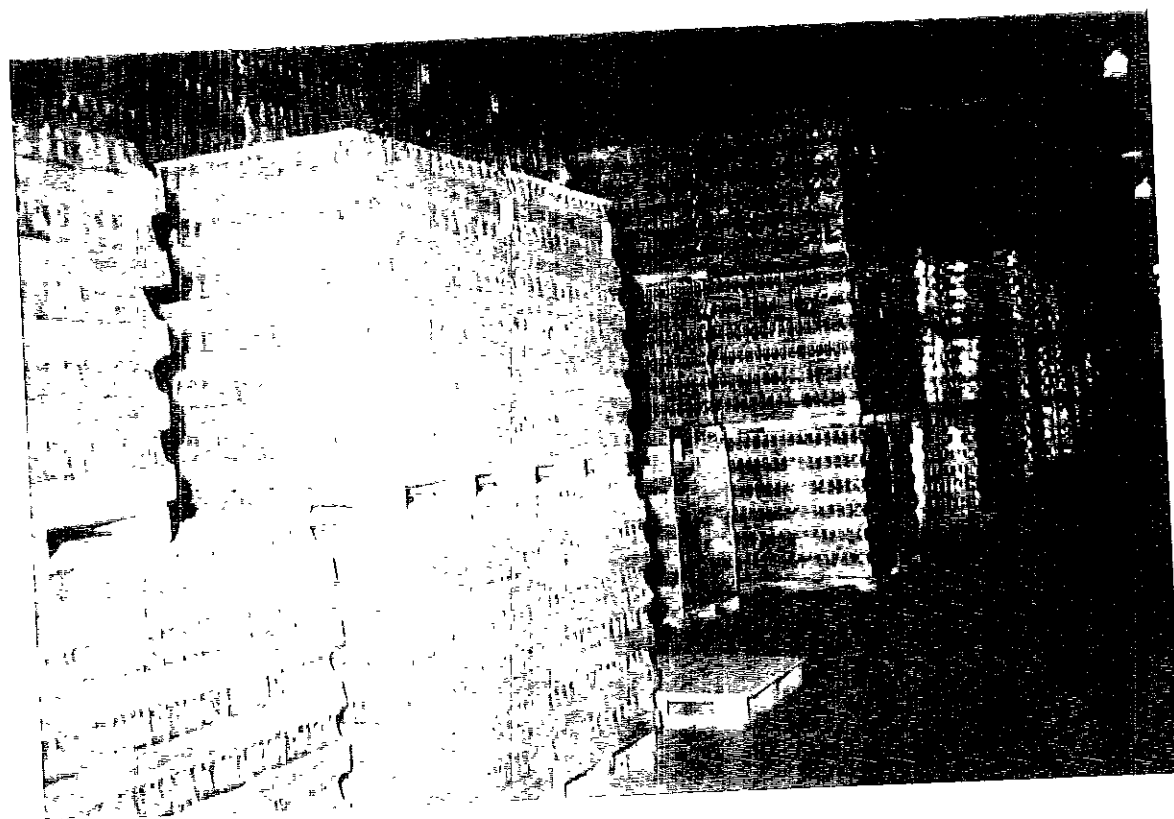
WAREHOUSE



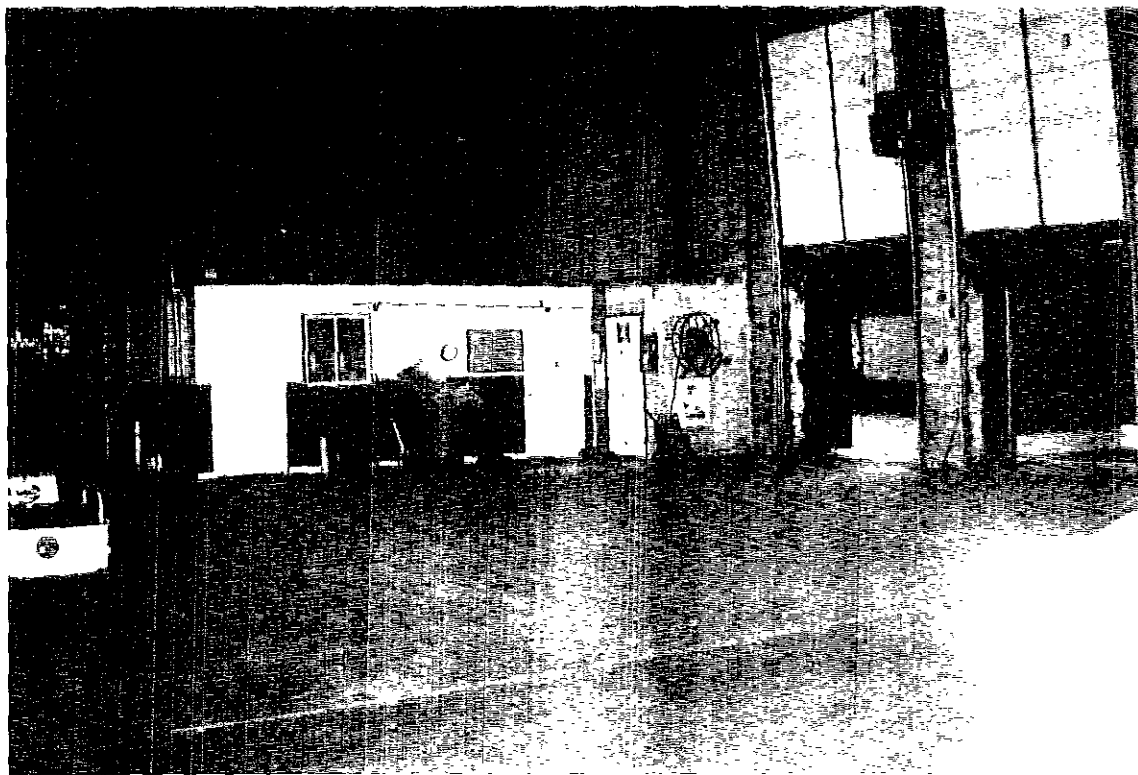
WAREHOUSE



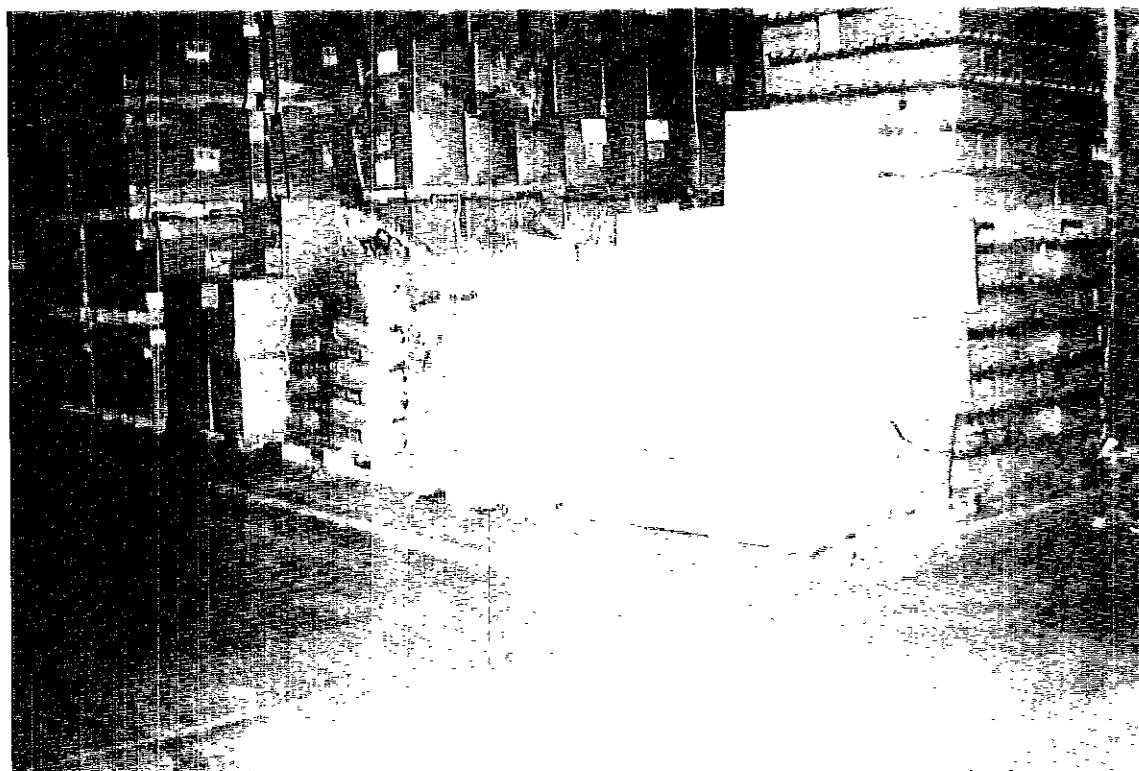
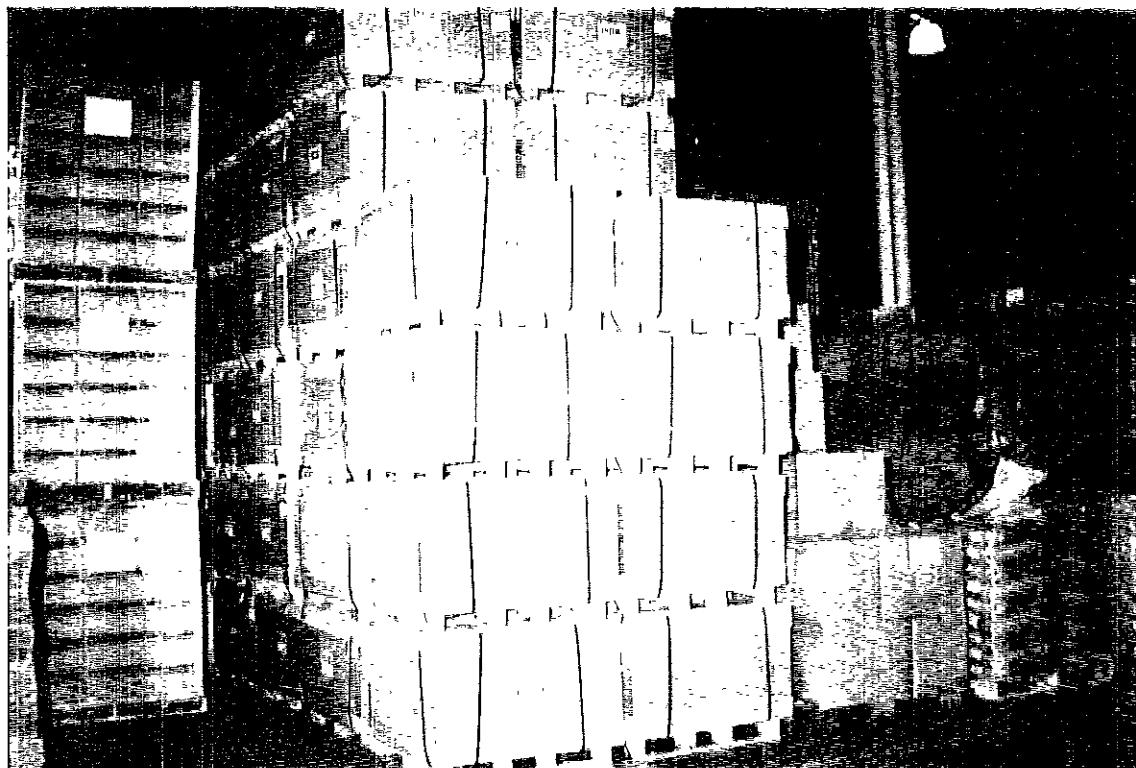
WAREHOUSE



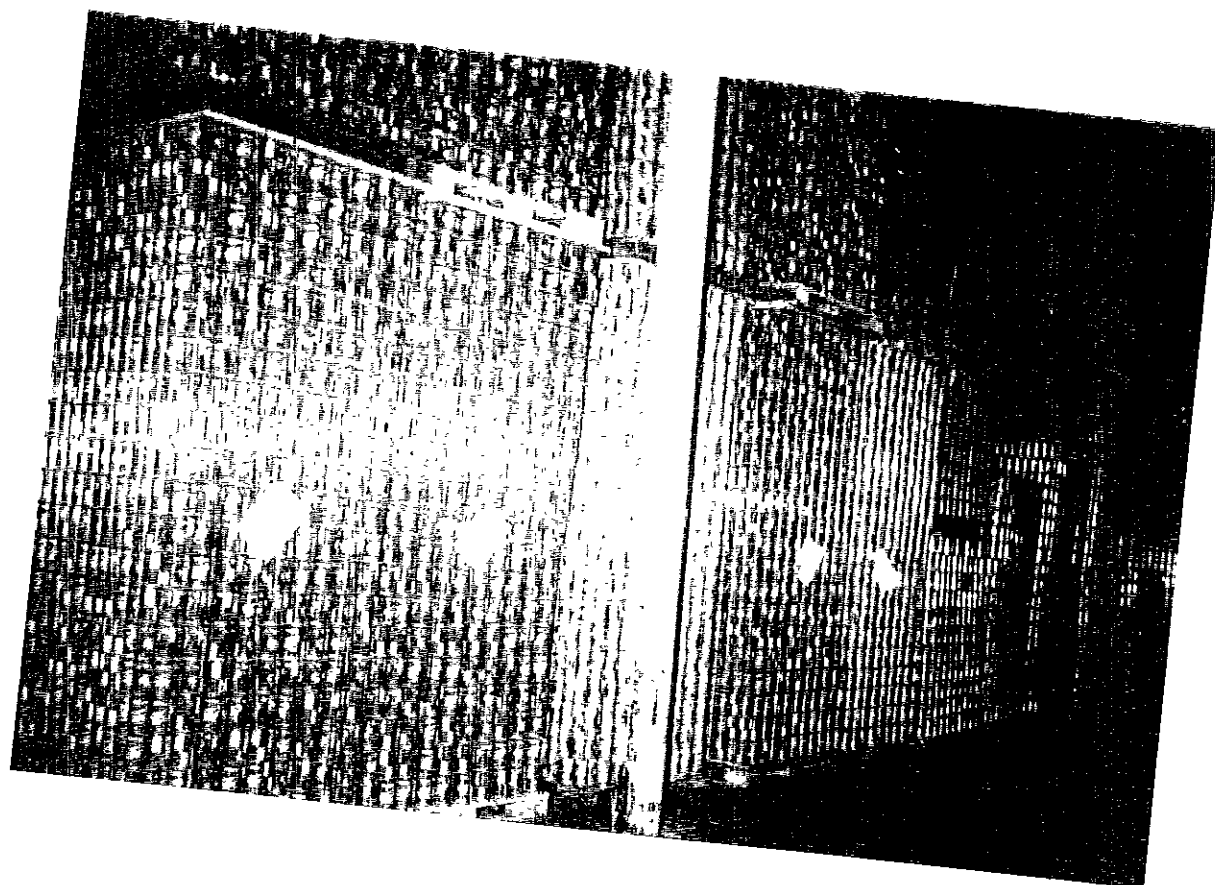
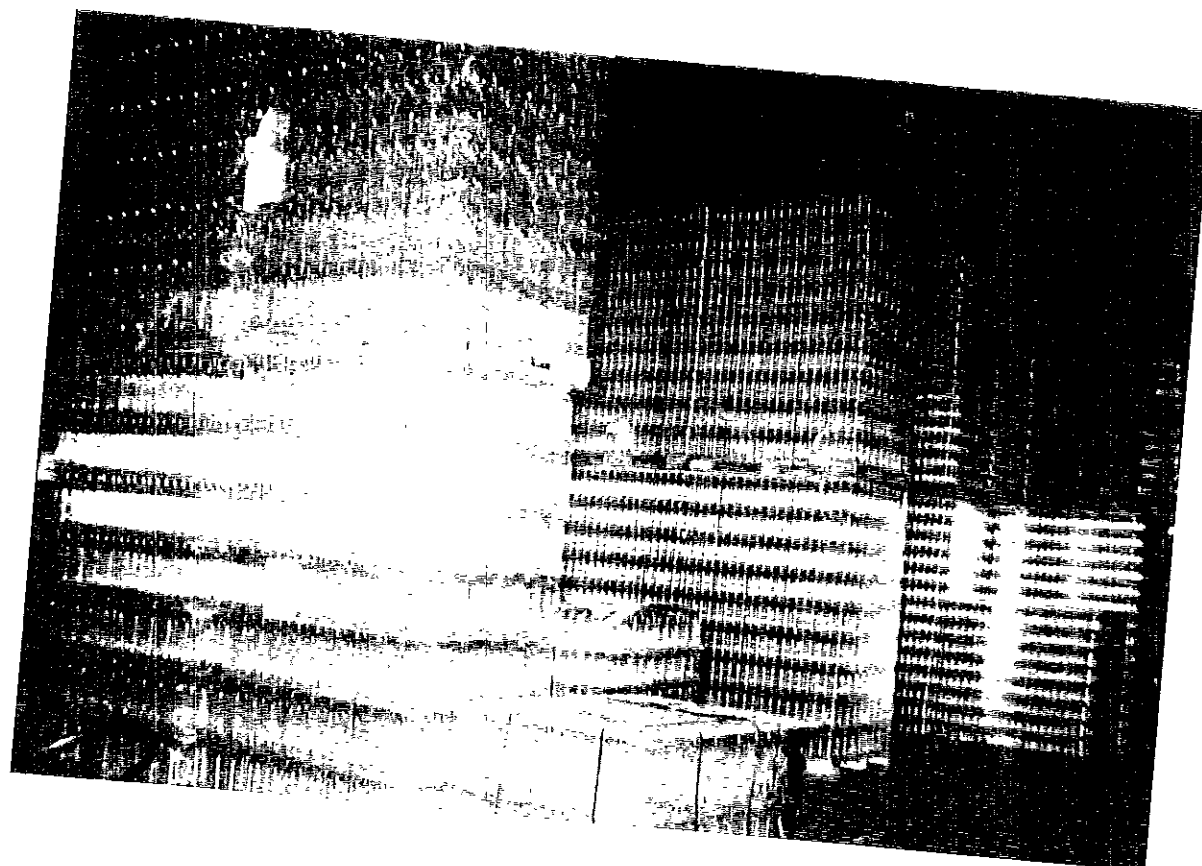
WAREHOUSE



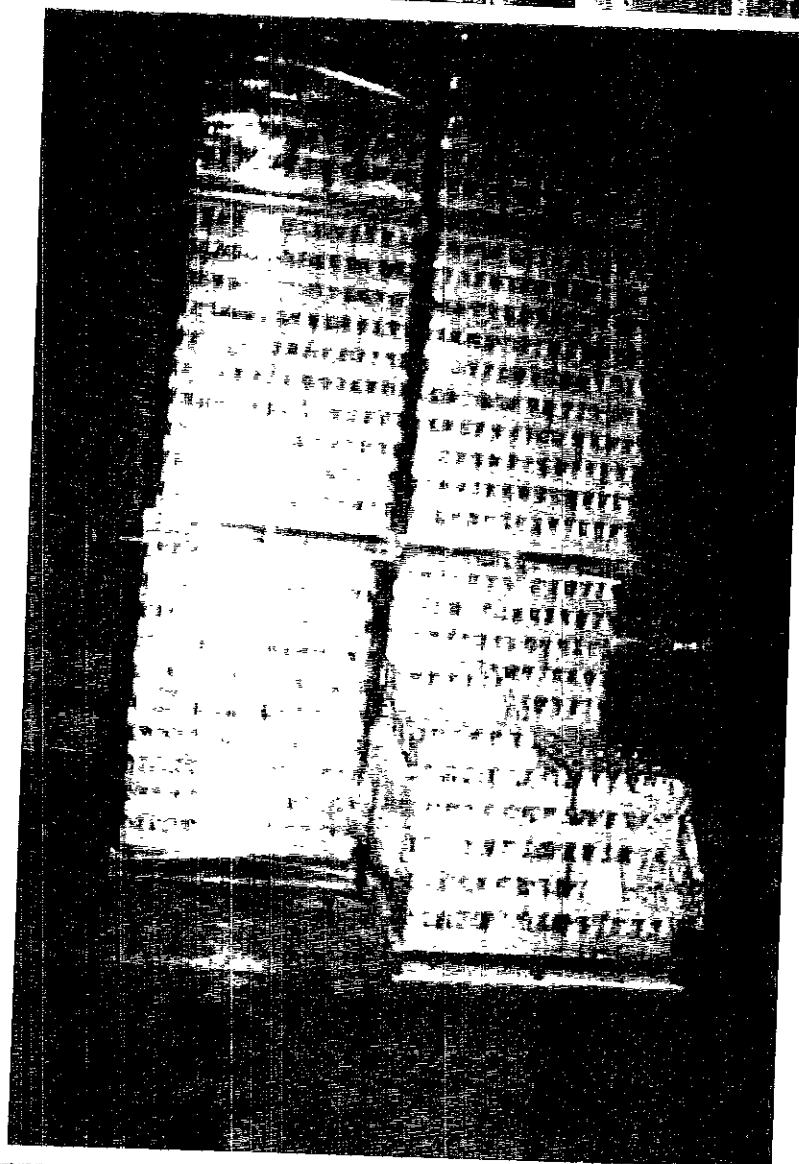
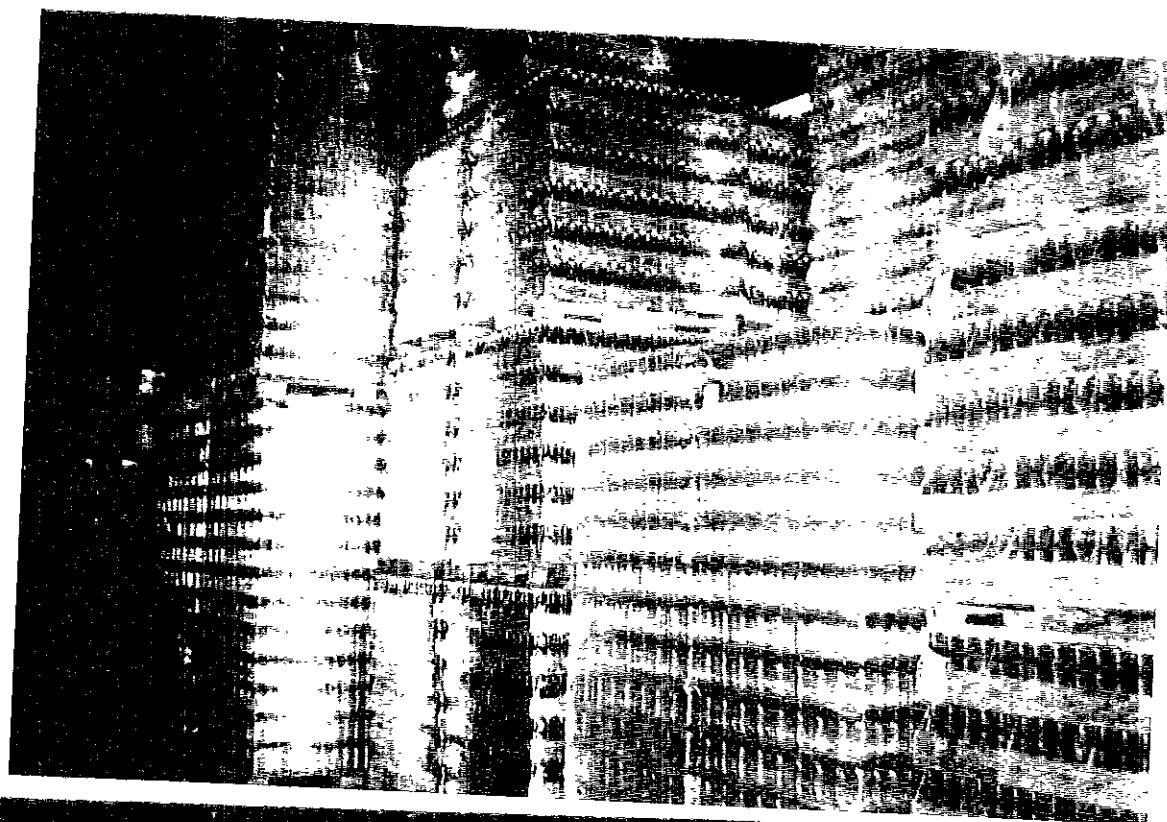
WAREHOUSE



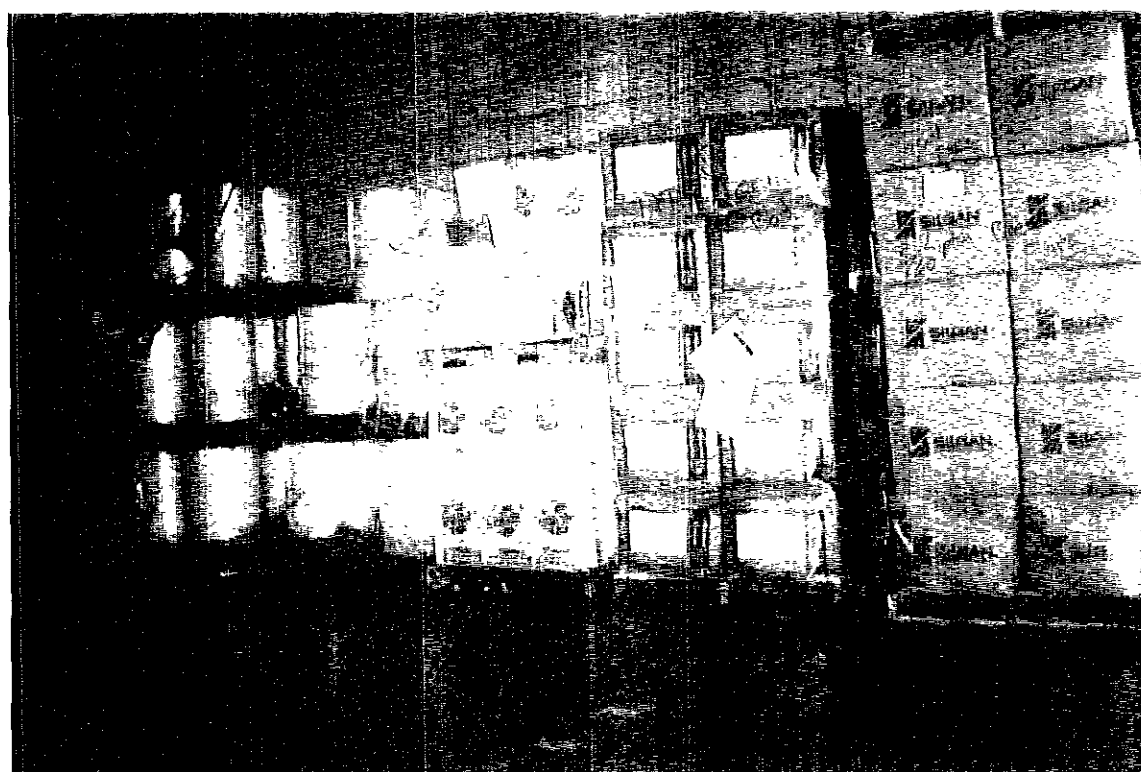
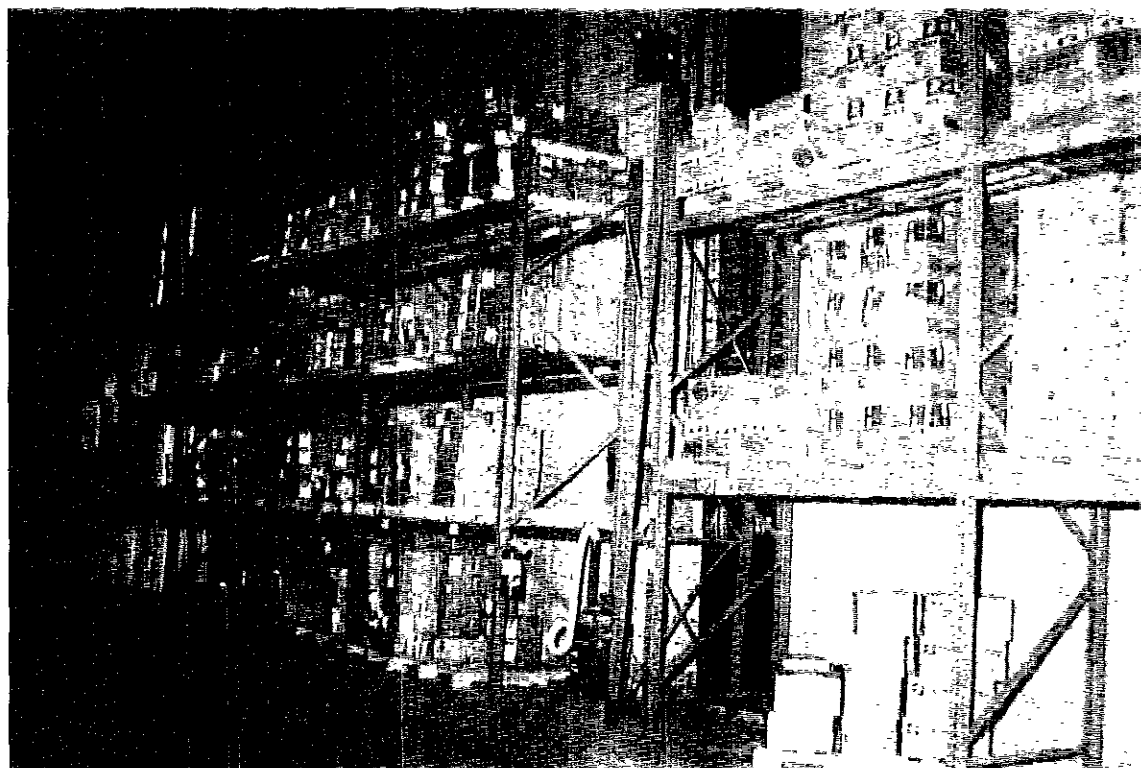
WAR & HOUSE



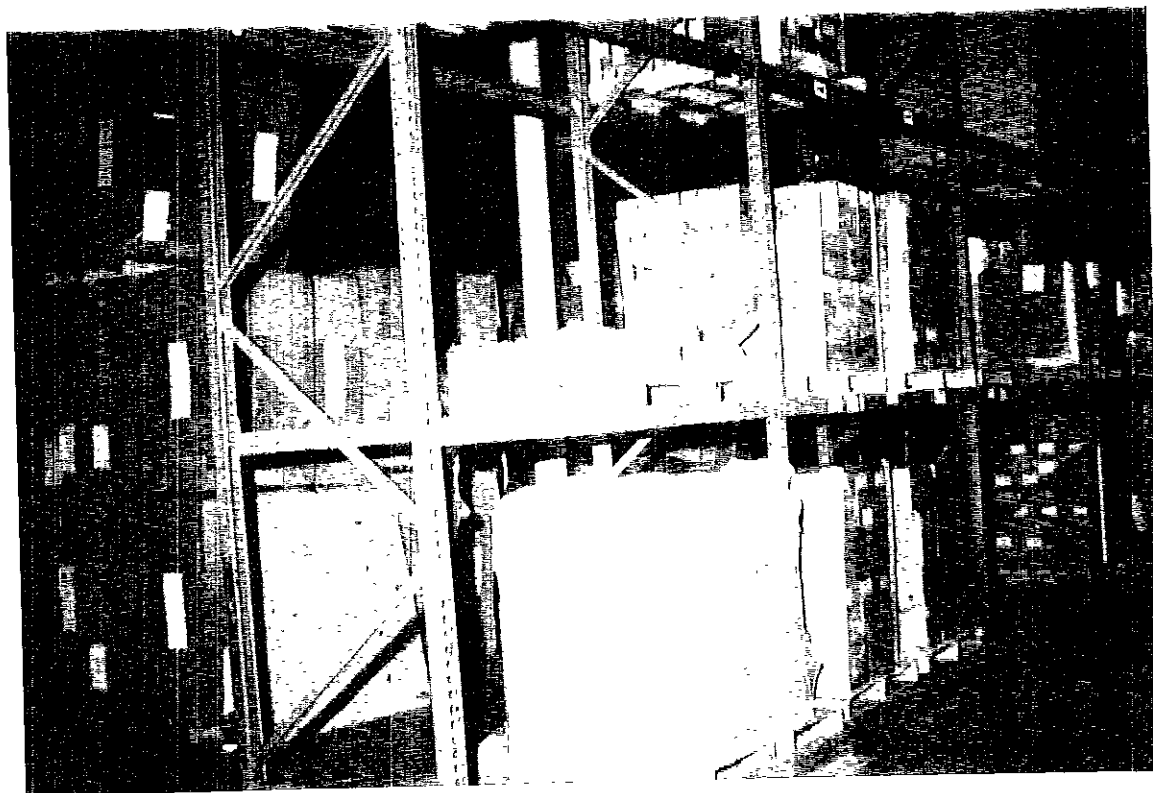
WARB HOUSE



WAREHOUSE

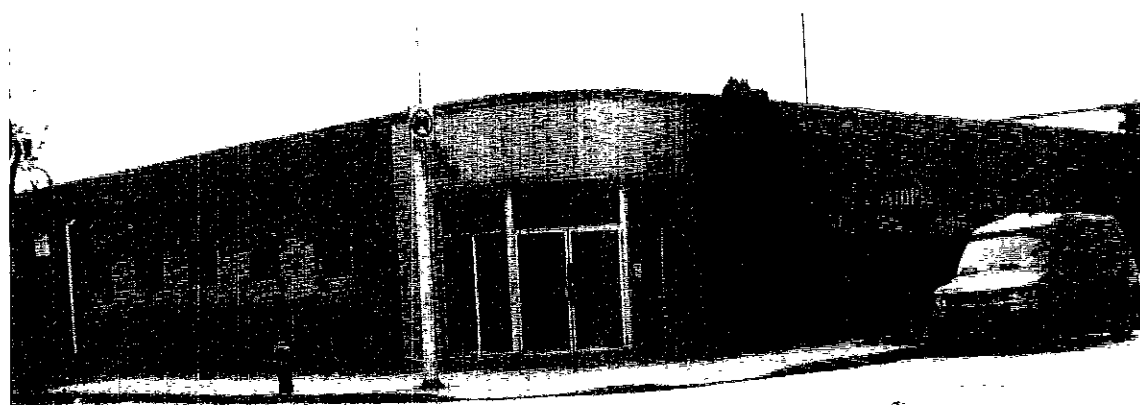
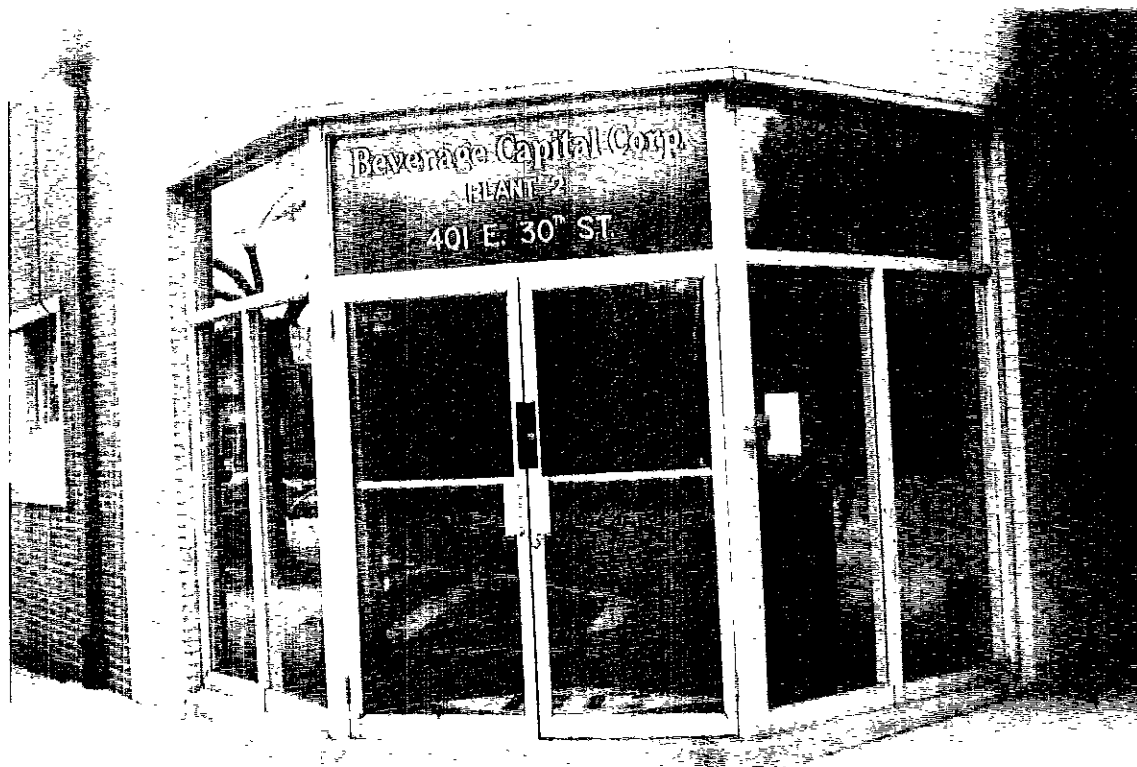


WAREHOUSE

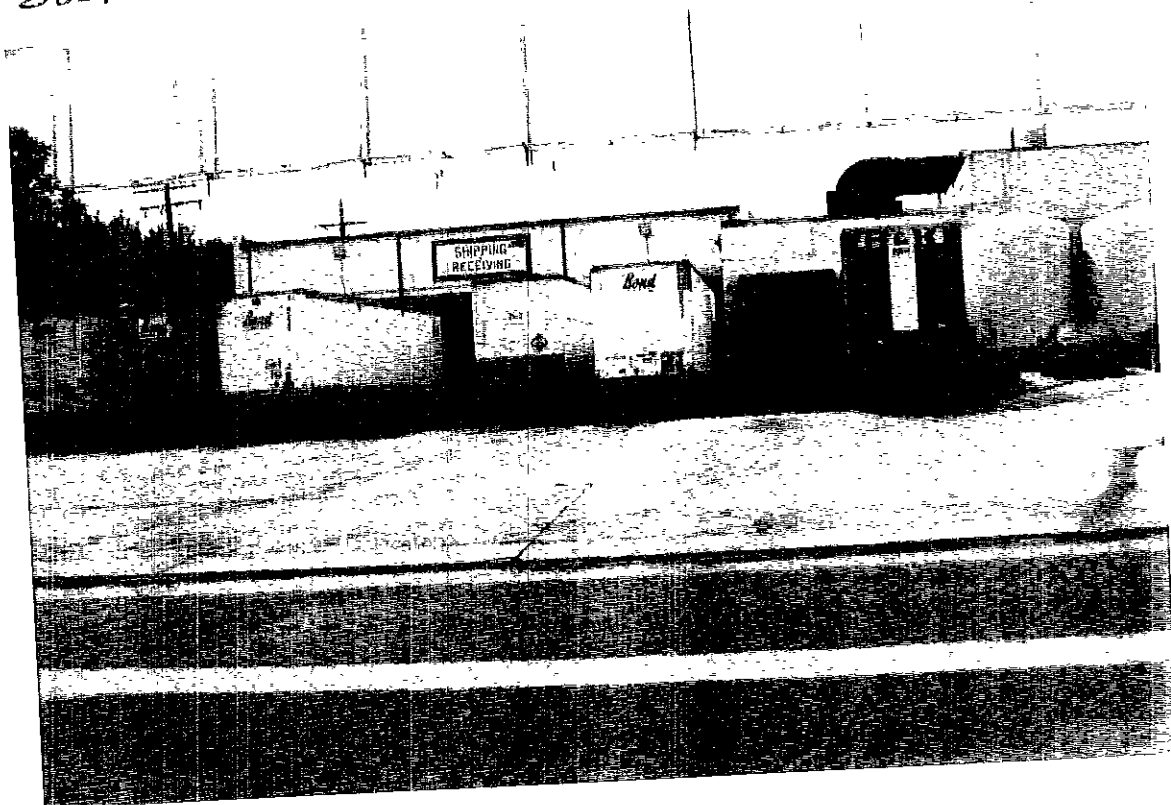


PLANT # 2 - 401 EAST 30th ST.

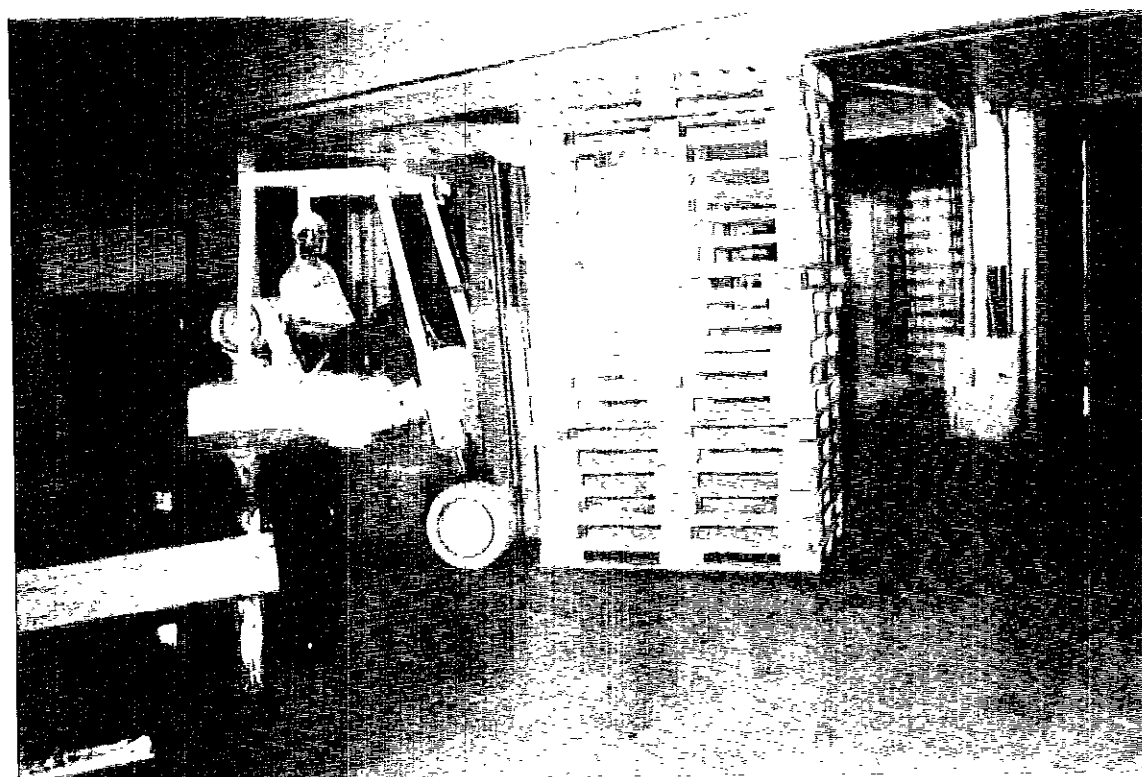
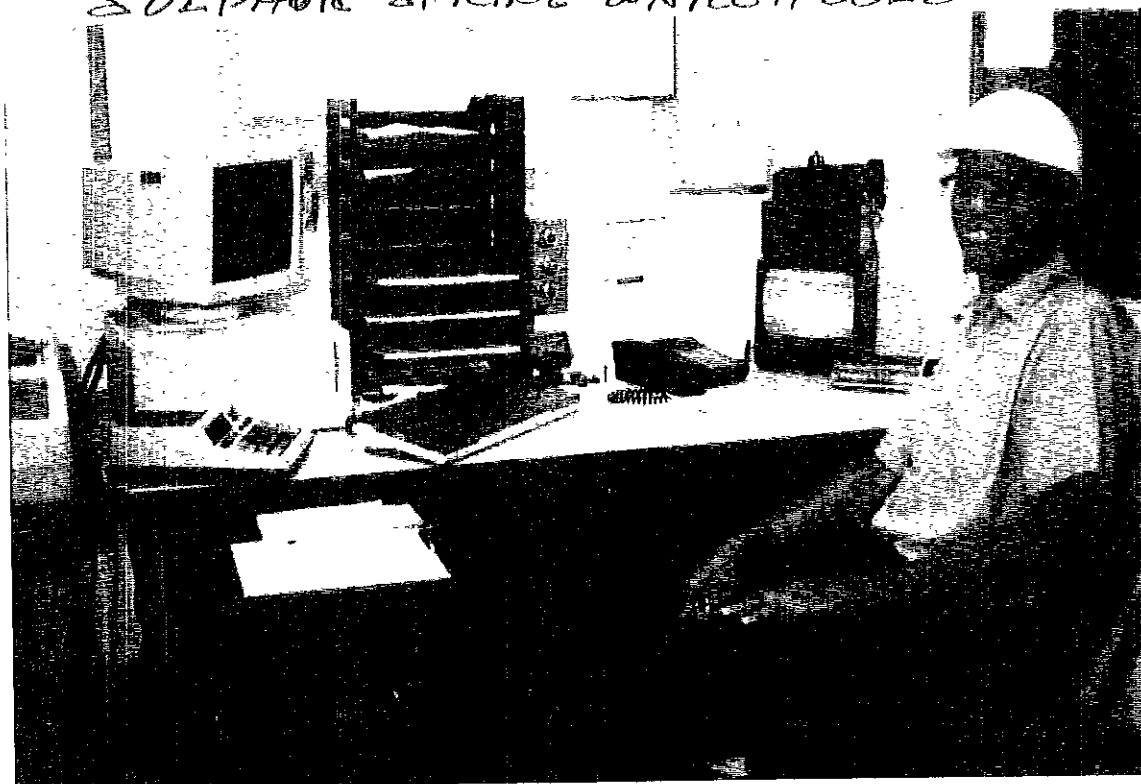
SINGLE, STATE OF ART, HIGH SPEED,
HOT ROLL GLASS LINE



PLANT #2/ 401 E. 30th ST LOADING DOCKS, YARD &
TRUCK BAYS - ACCOMMODATE INCOMING RAW MATERIALS
SHIPPED FROM SULPHUR SPRING WAREHOUSE FOR DAILY
PRODUCTION REQUIREMENT. FILLED GOODS RETURNED
TO SULPHUR SPRING ON CONSTANT CYCLE



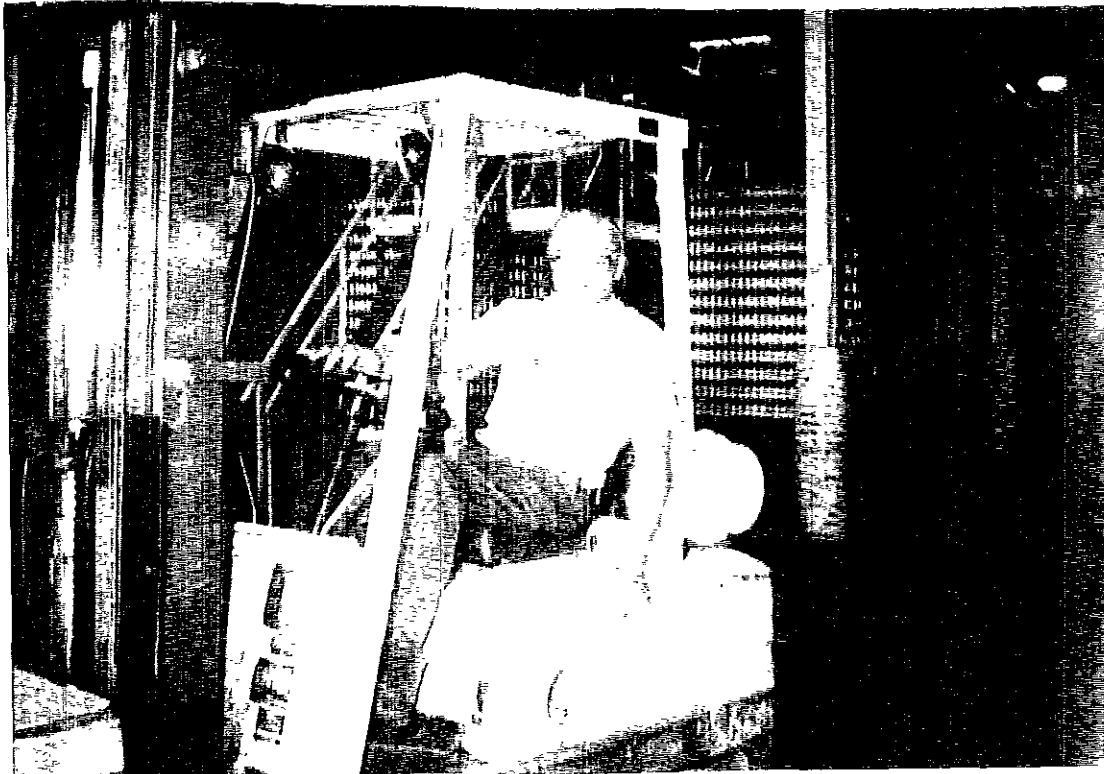
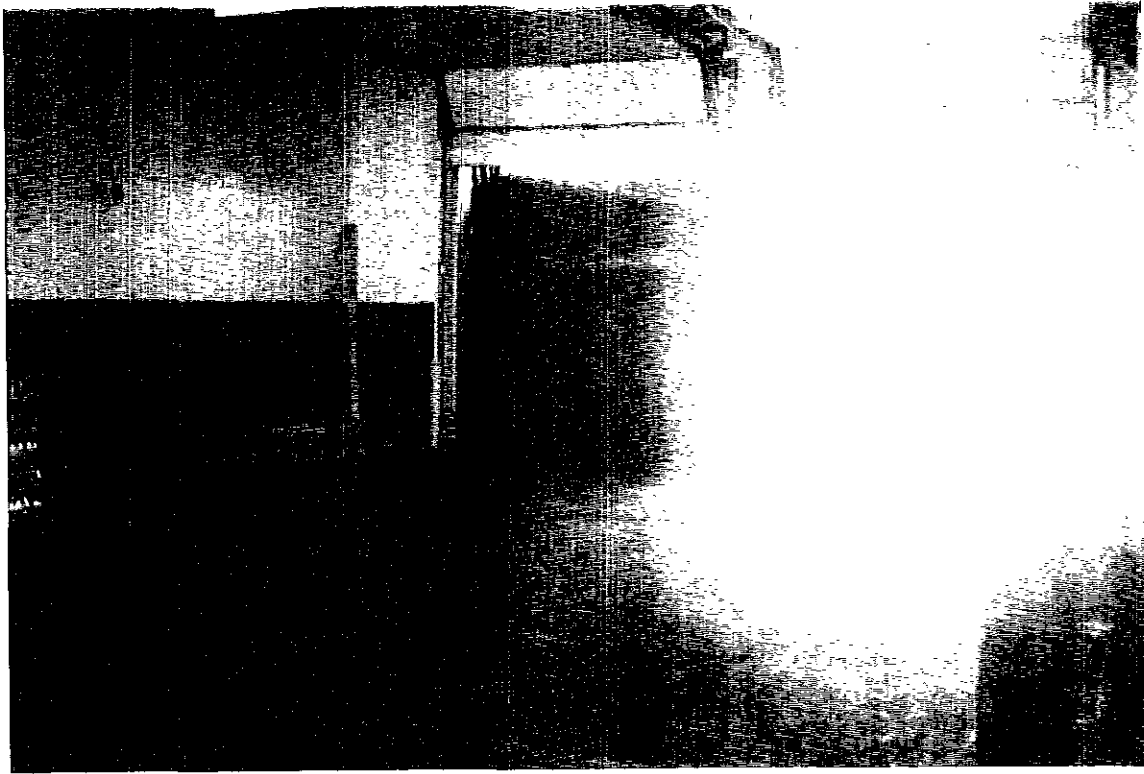
401 E. 30 ST. PLANT #2 SHIPPING & RECEIVING
OFFICE - DOCK SUPERVISOR LEROY ROBINSON
UNLOADING TRAILER LOAD OF BULK PALLETS -
LIMITED LOADING/UNLOADING DOCK SPACE
REQUIRES FINISHED PRODUCT TO BE LOADED ON
WAITING TRAILERS FROM PALLETIZER FOR SHIPMENT TO
SULPHUR SPRING WAREHOUSE

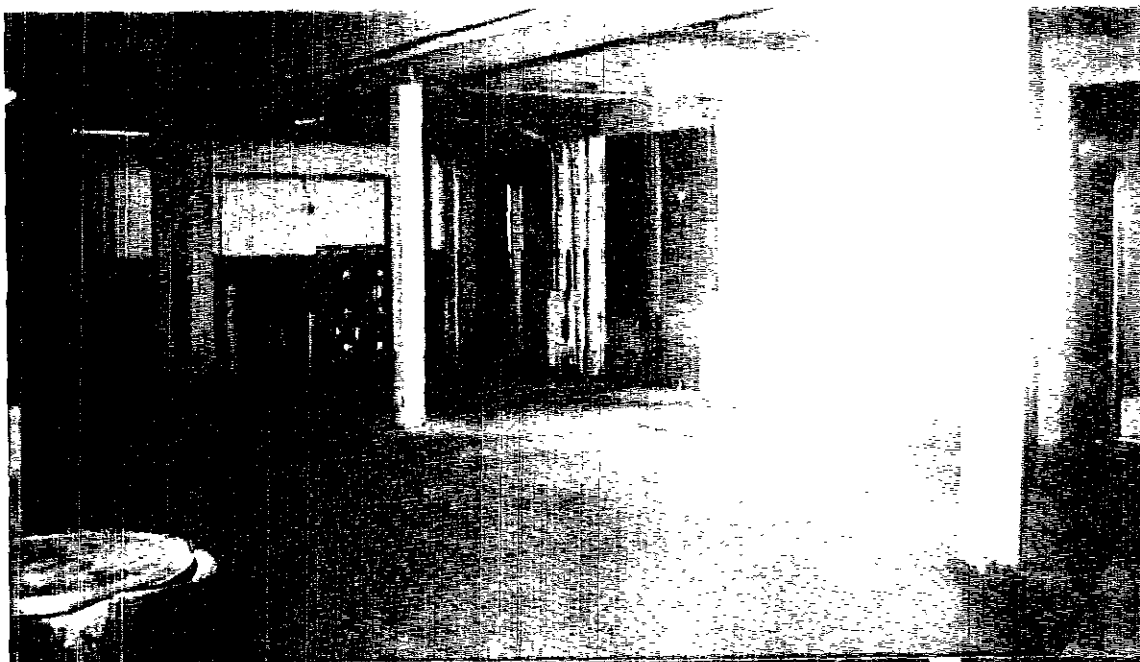


401 E. 30th PLANT # 2

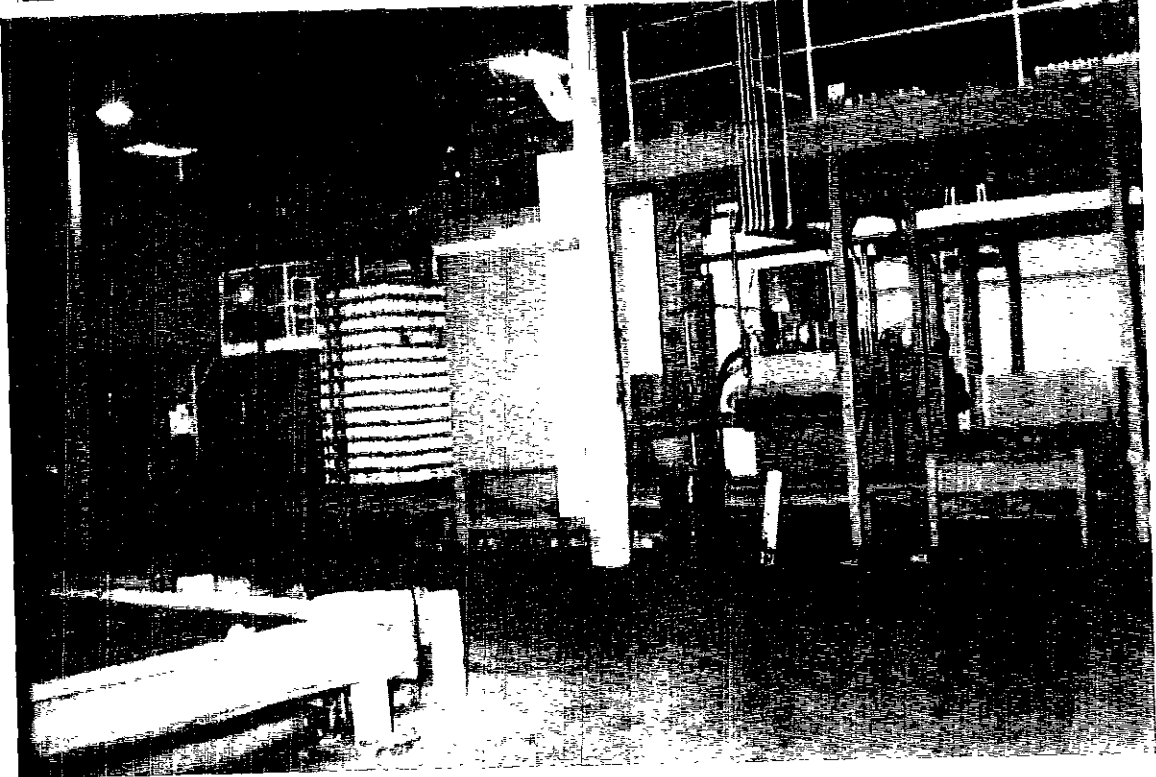
4

LOADING DOCKS - WAREHOUSE AREA - LIMITED
SPACE DEMANDS EXPEDITED MOVEMENT OF INCOMING
RAWS AND OUTGOING FILLED, FINISHED PRODUCT
TO AND FROM SULPHUR SPRING WAREHOUSE



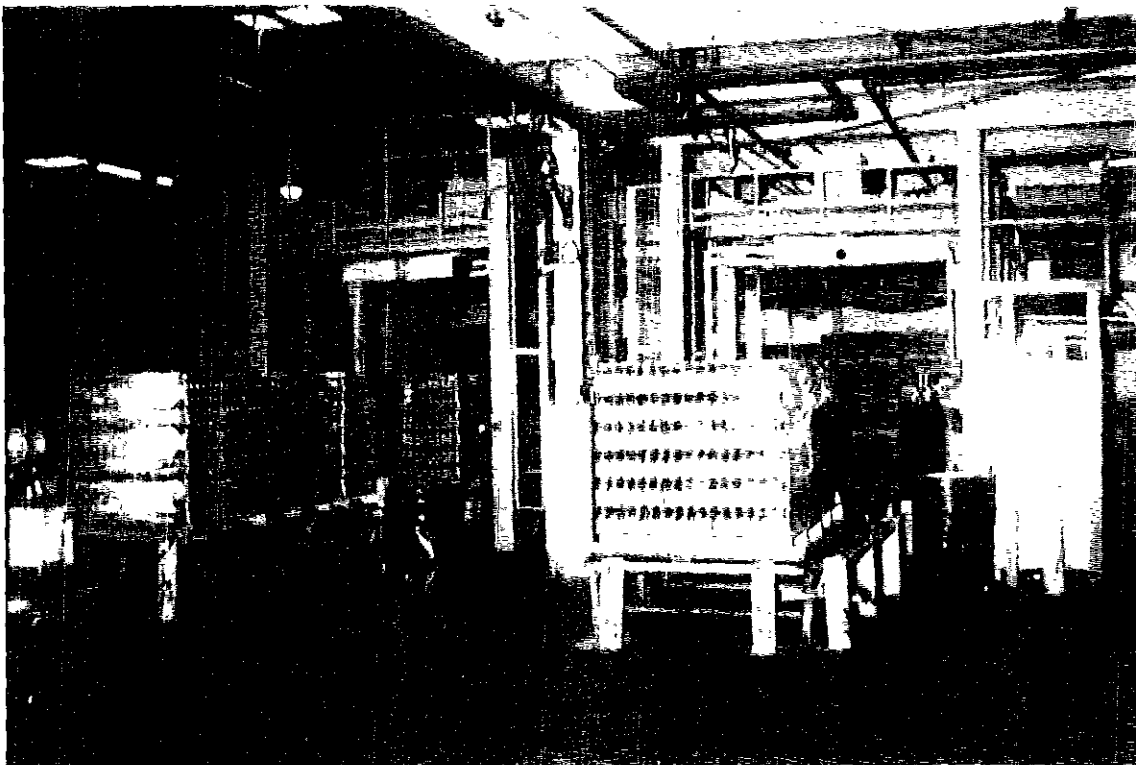
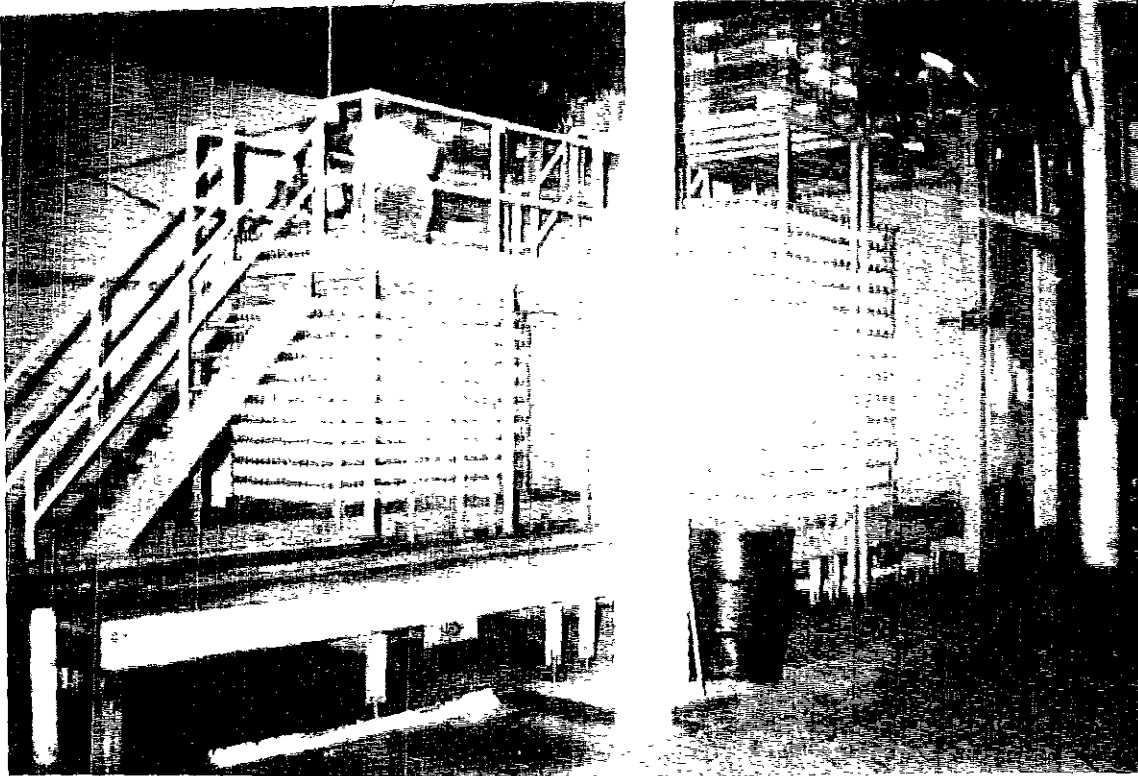


LOADING PLAT
DOCK AND
WABERHOLD
SIDE CANTON
THINE AND
8 TRAIL BOY
AT PLANT
HOT PLANT



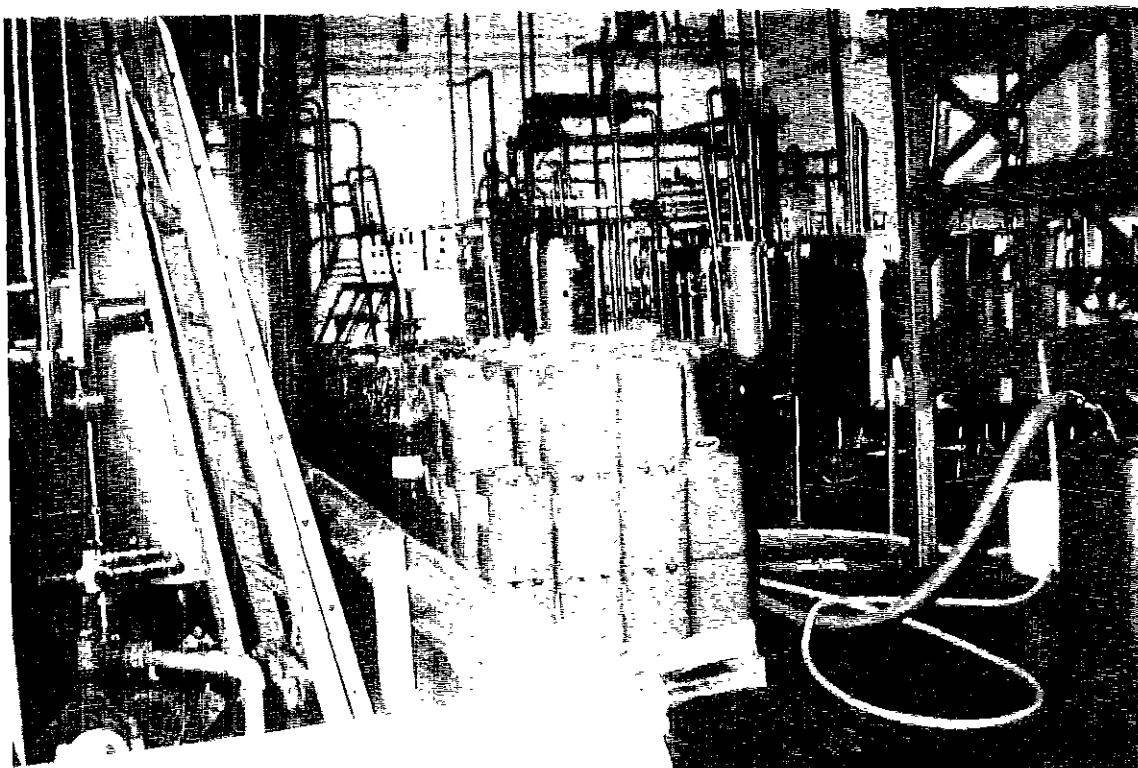
TRAIL BOY
EMPTY CANTON
SHIPPED FROM
SOUTHERN SHIP
WARDEN
FBI
CONTAINER
COMPANY
HOT PLANT

401 E 30 St - PLANT #2 PALLETIZERS
AND DE-PALLETIZER - INCOMING EMPTY GLASS
OUTGOING FILLED



PLANT #2 H01 CAST 30 1/2 ST.

7



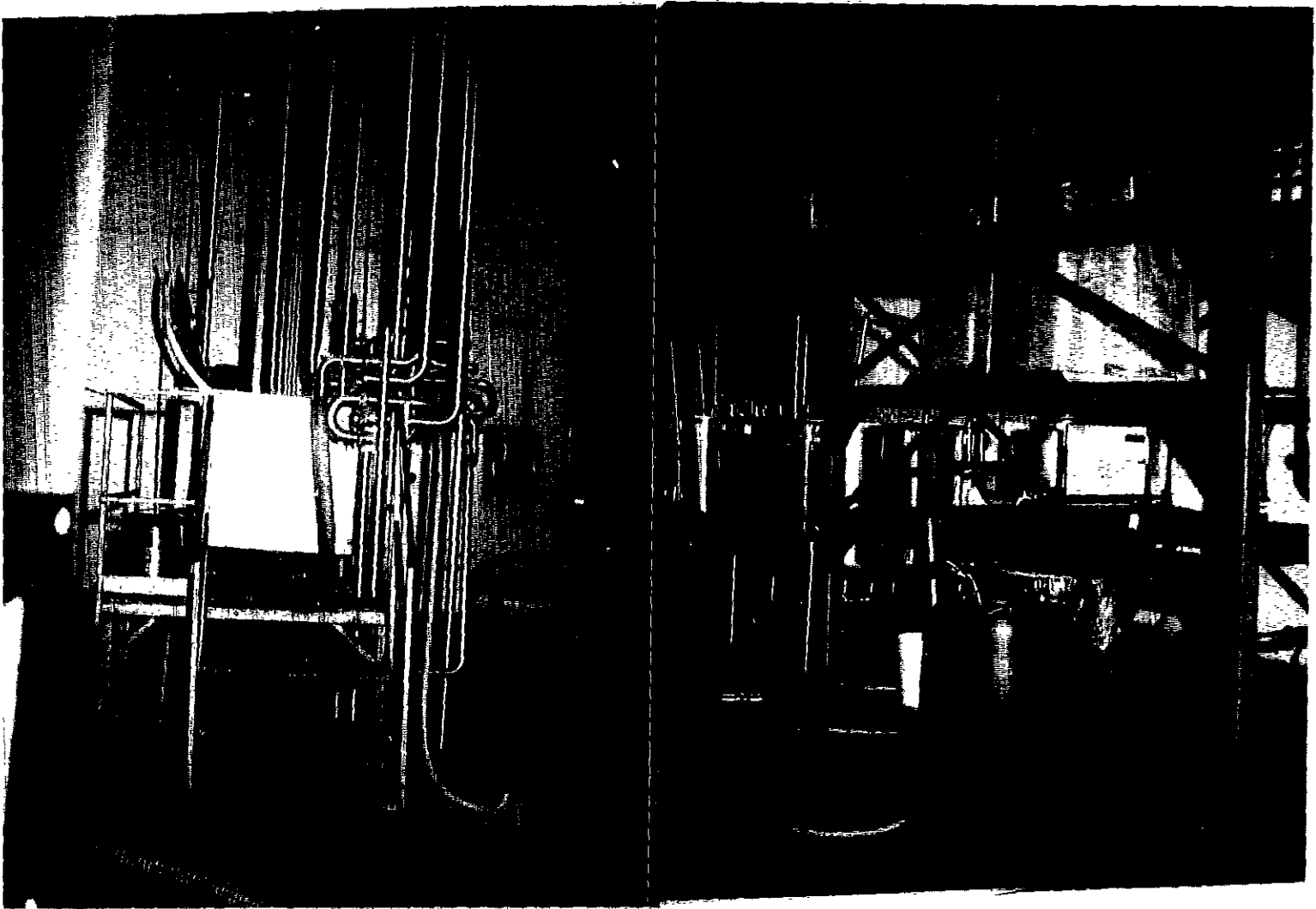
PLANT #2 401 E. 30th St
QUALITY CONTROL MANAGER

8



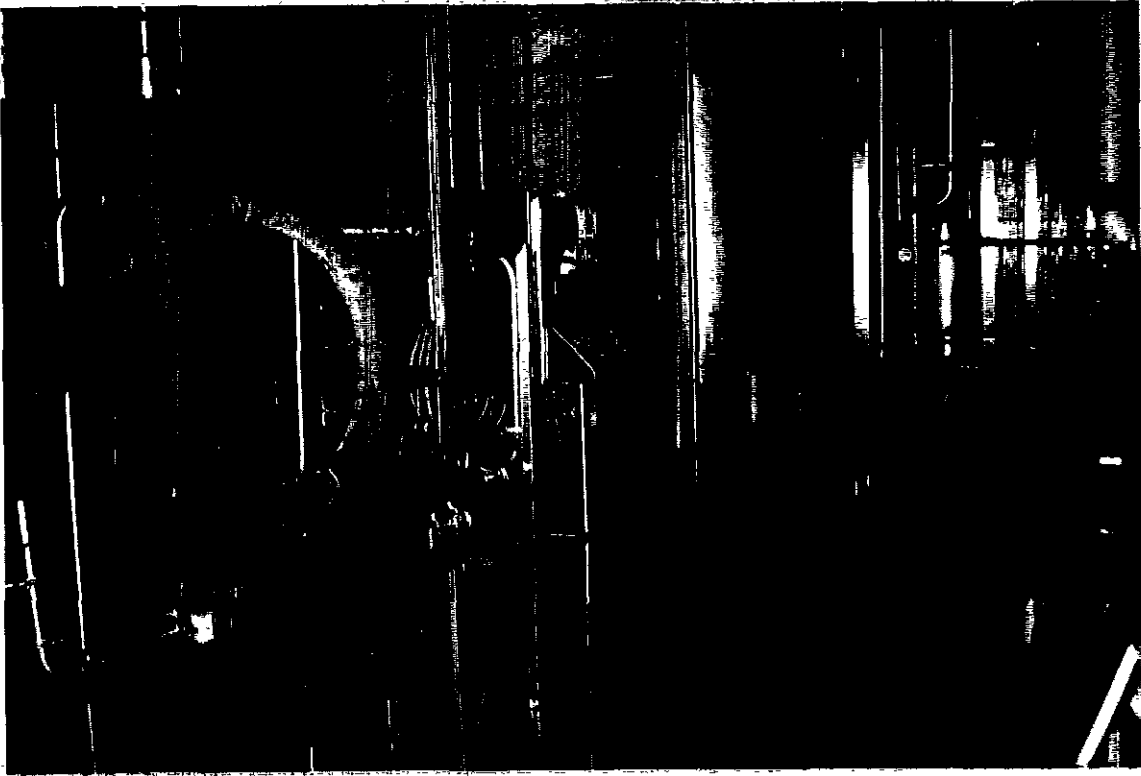
PLANT # 401 E. 304L

9



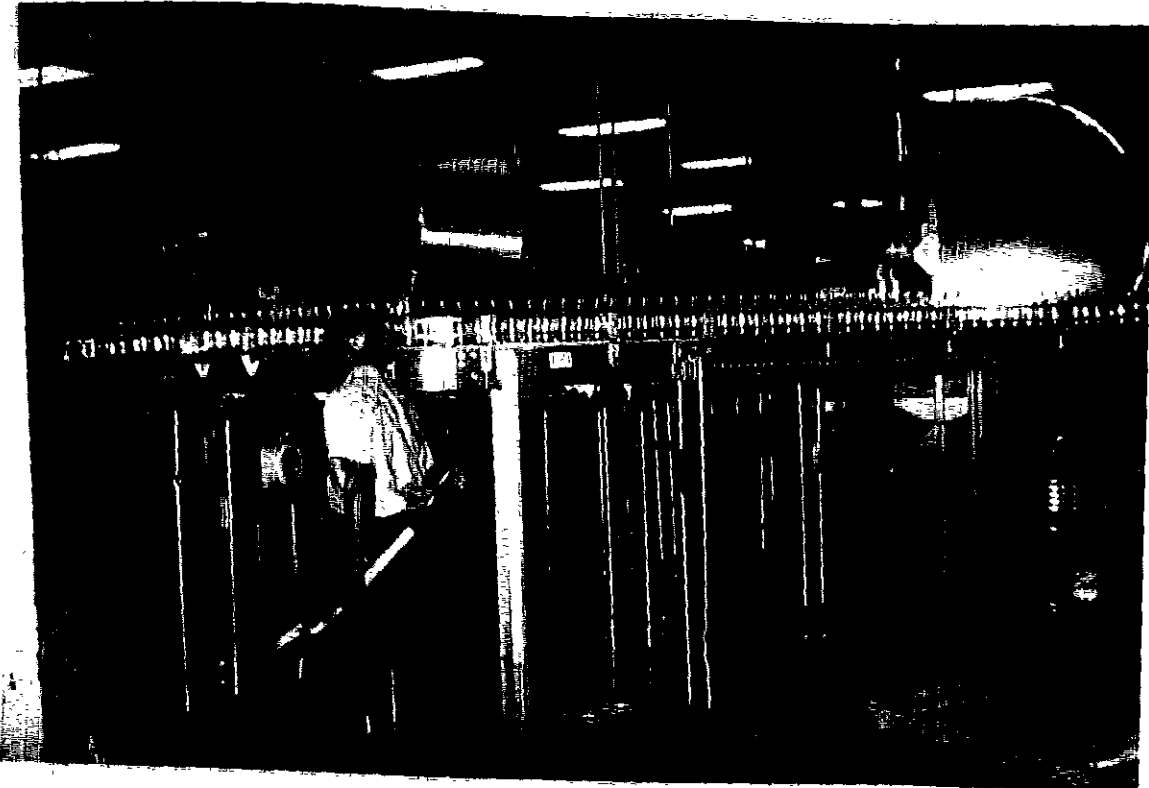
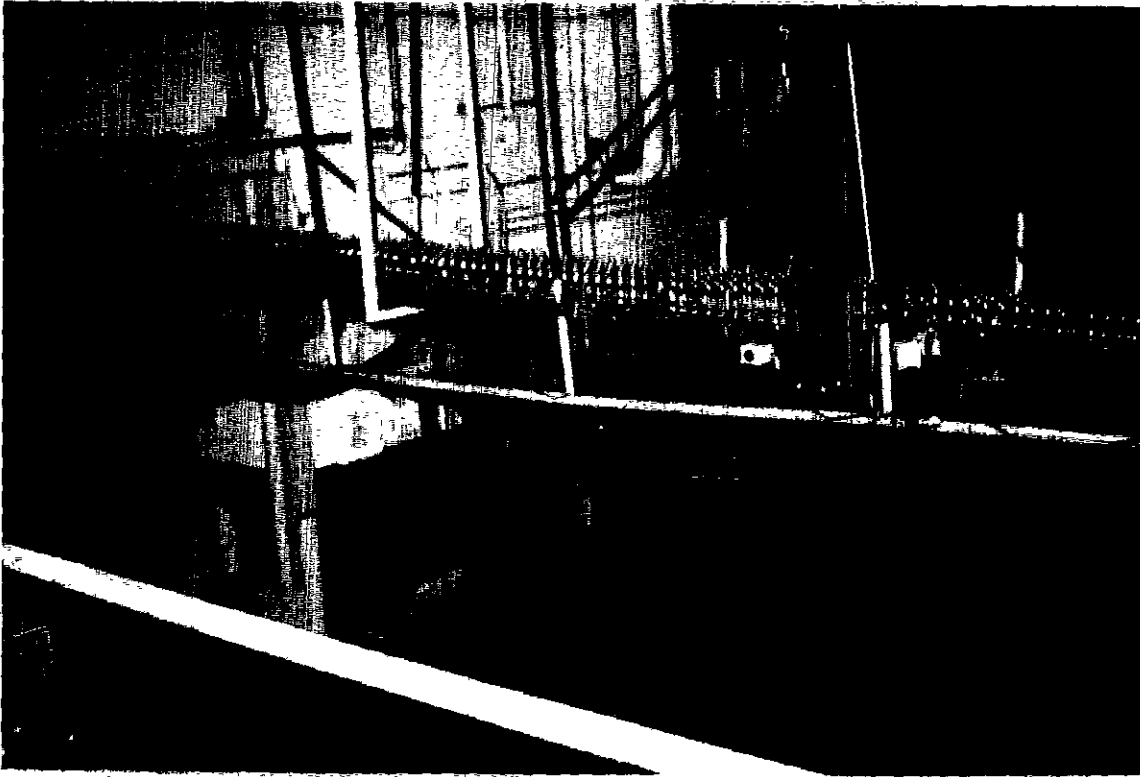
PLANT # 2 401 E. 30th ST

10



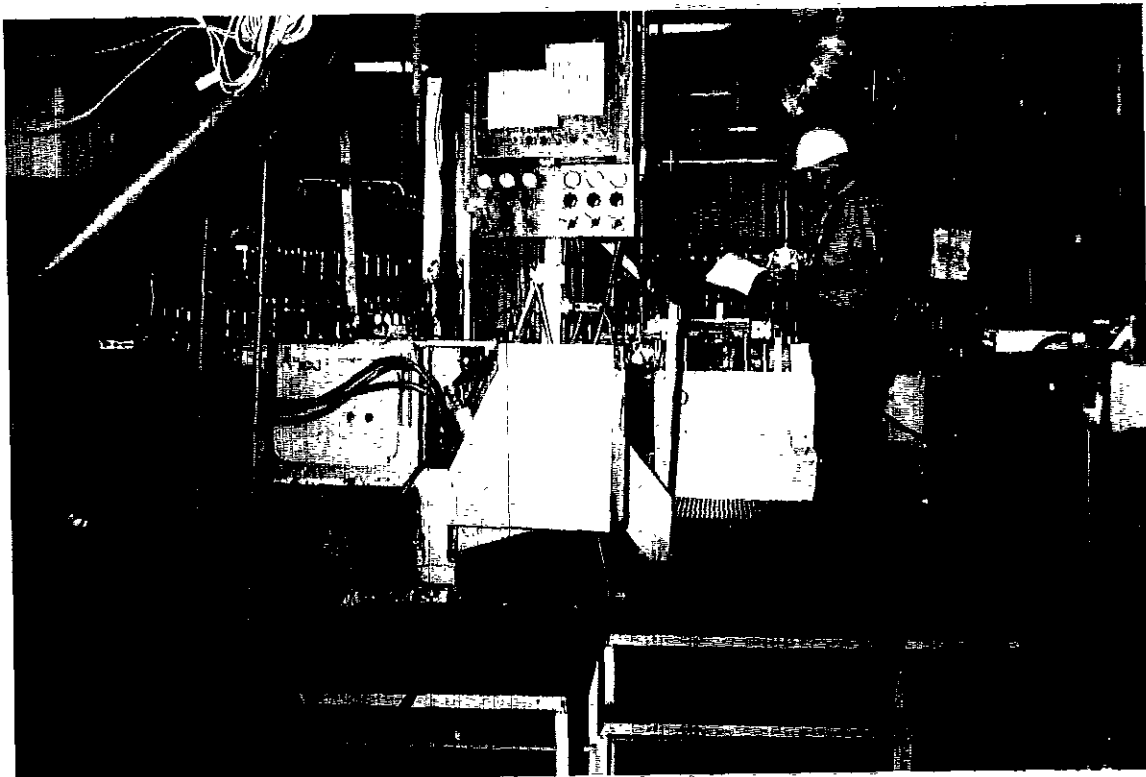
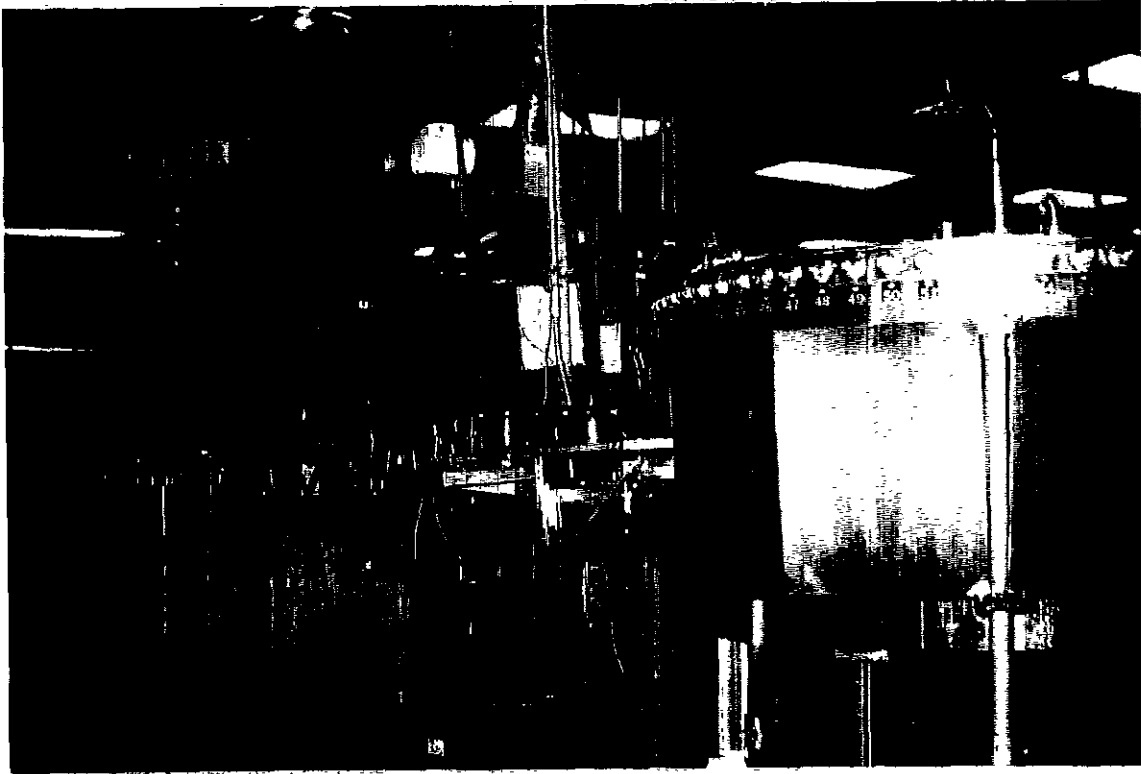
PLANT #2 401 E. 30 VL.

11



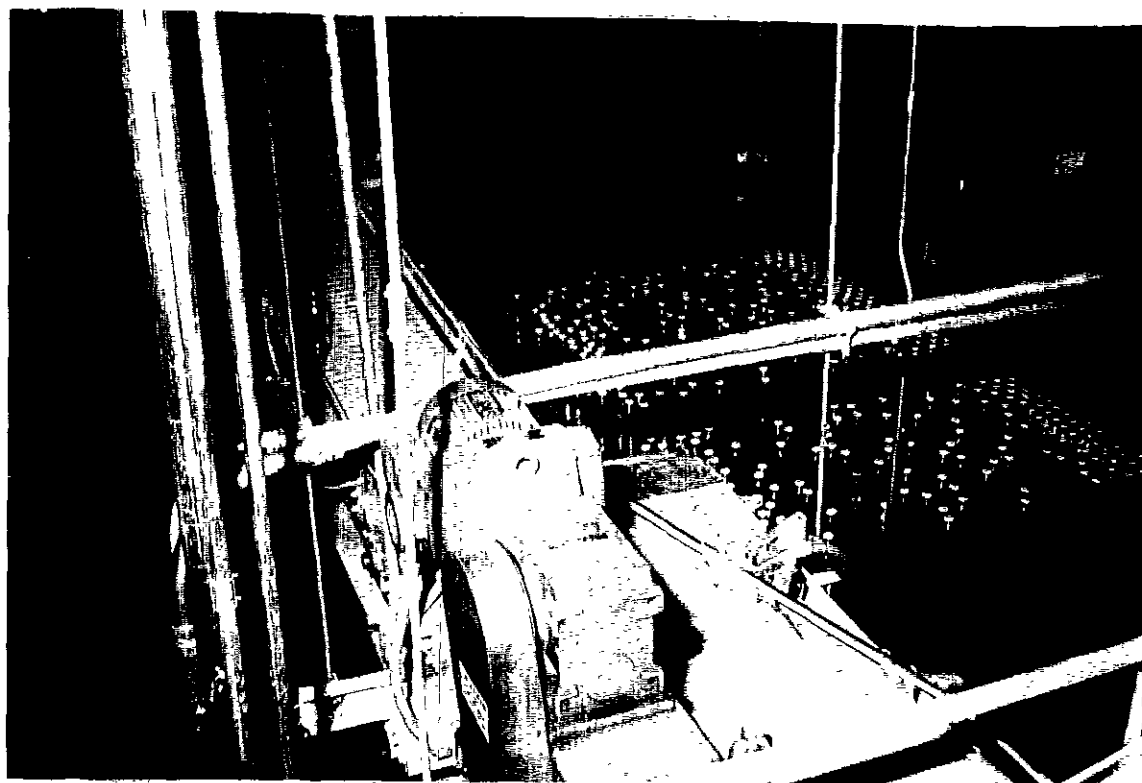
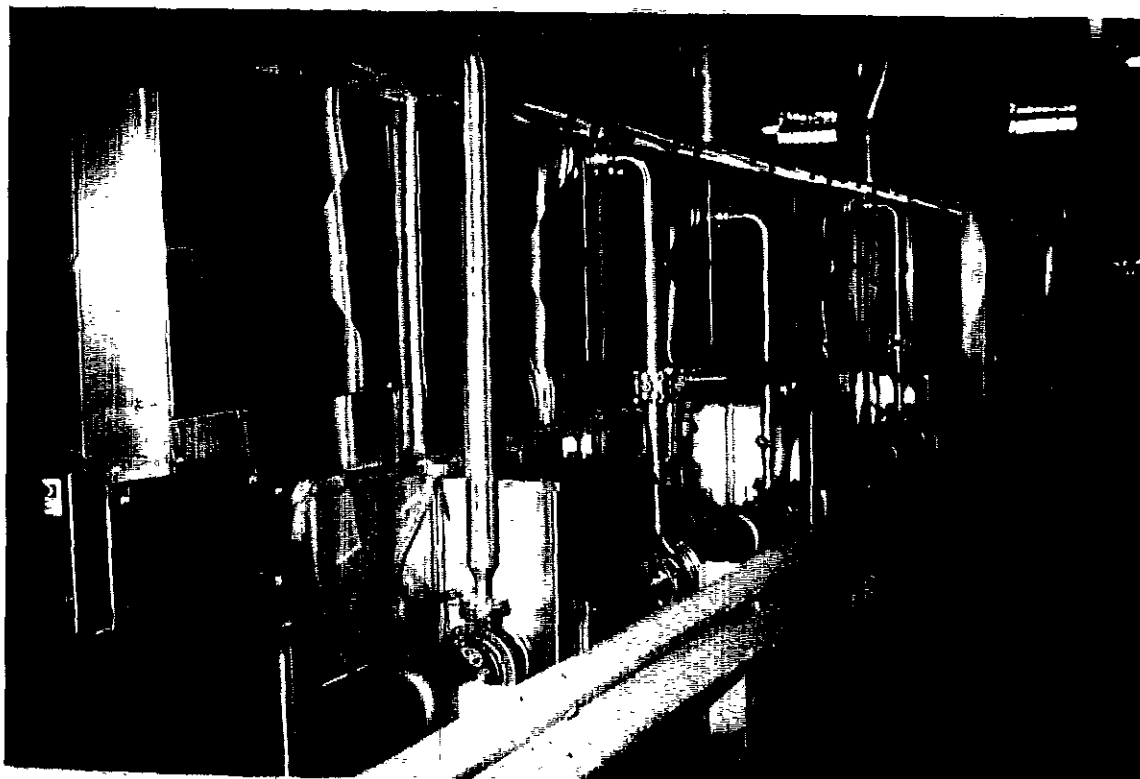
PLANT #2 401 E. 30 VL

12



PLANT #2 401 E. 30th ST

13



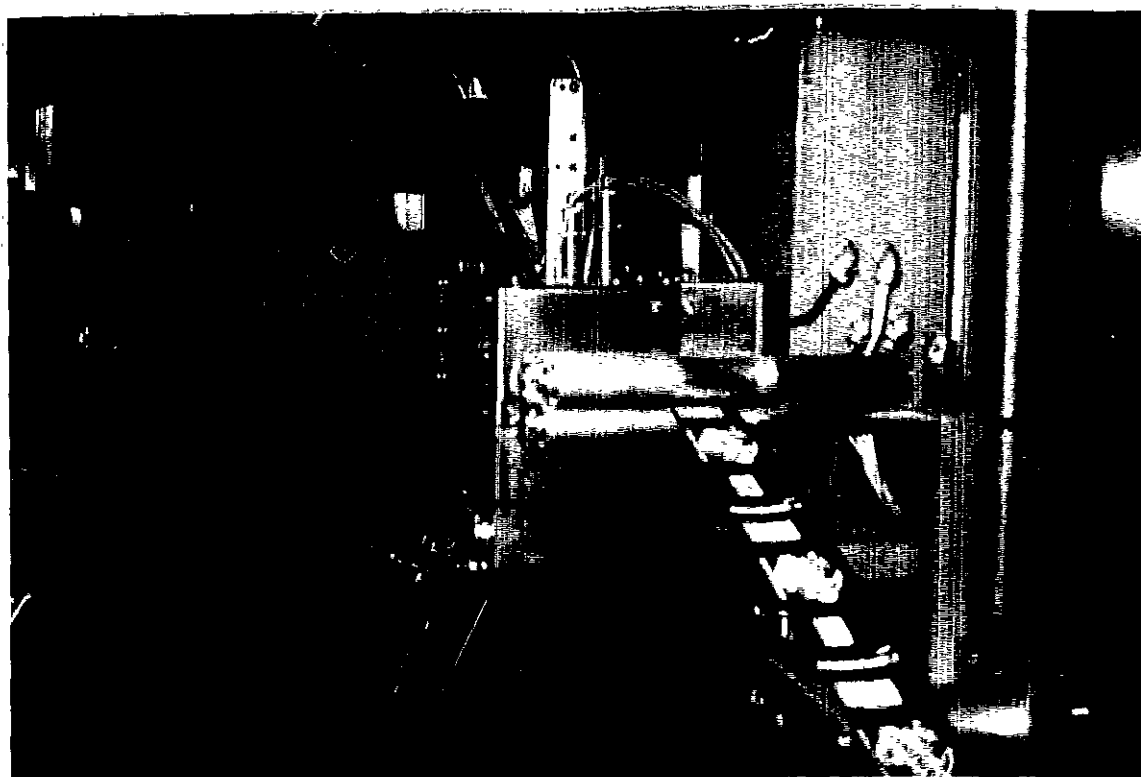
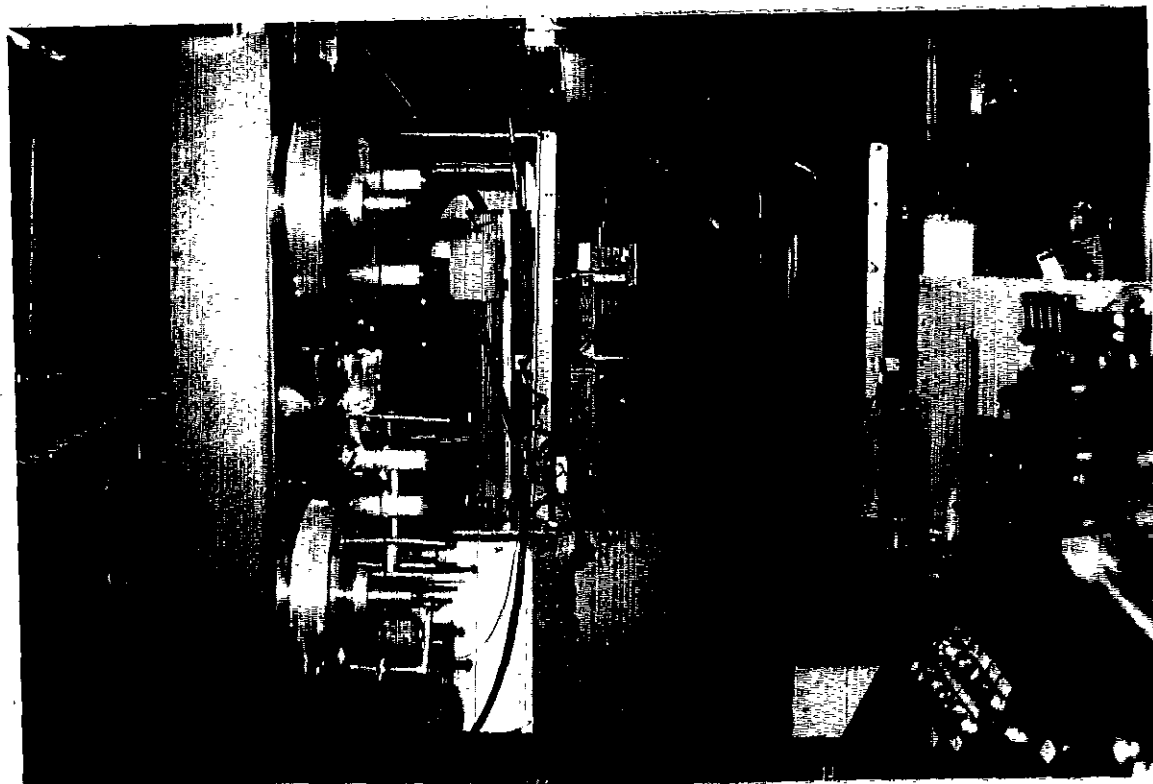
14



1946年12月14日

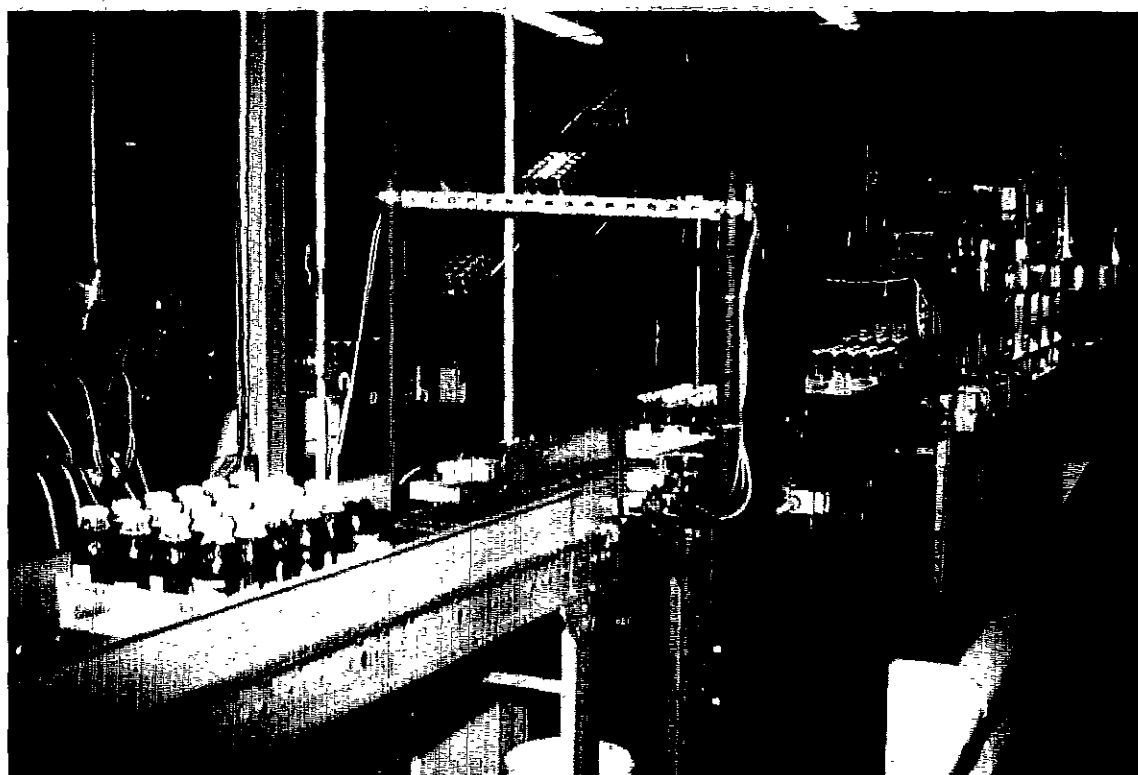
PLANT #2 401 E. 30th St

15



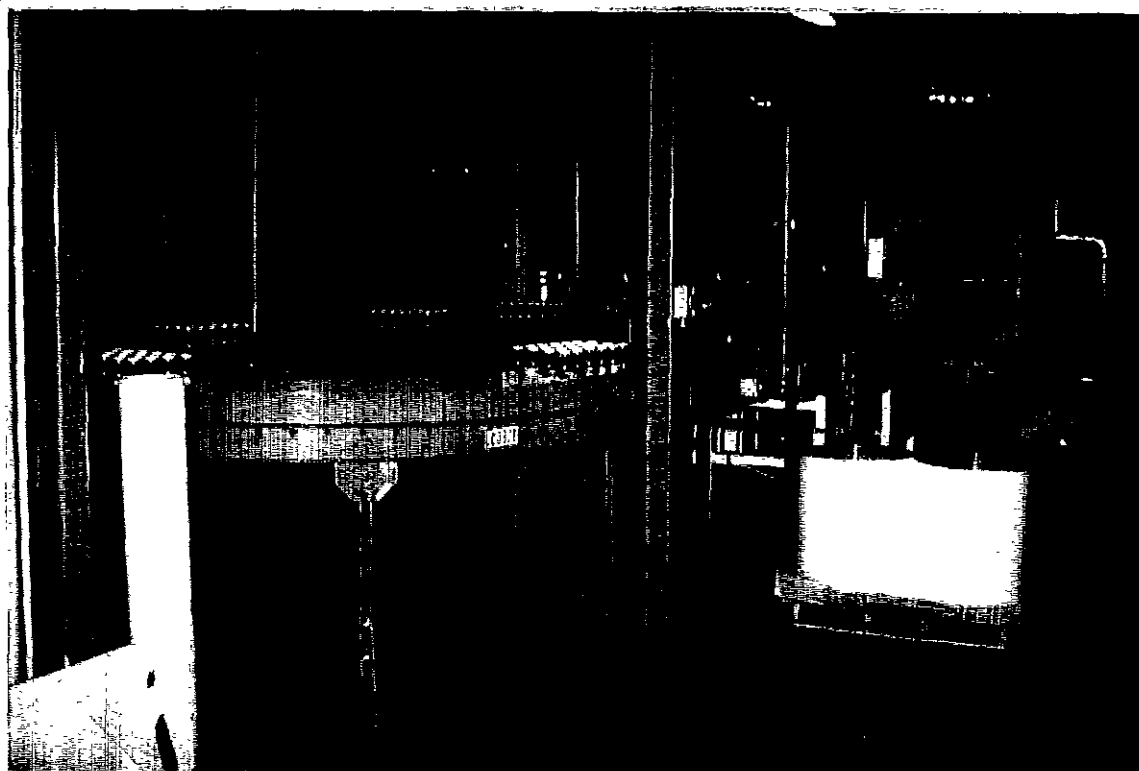
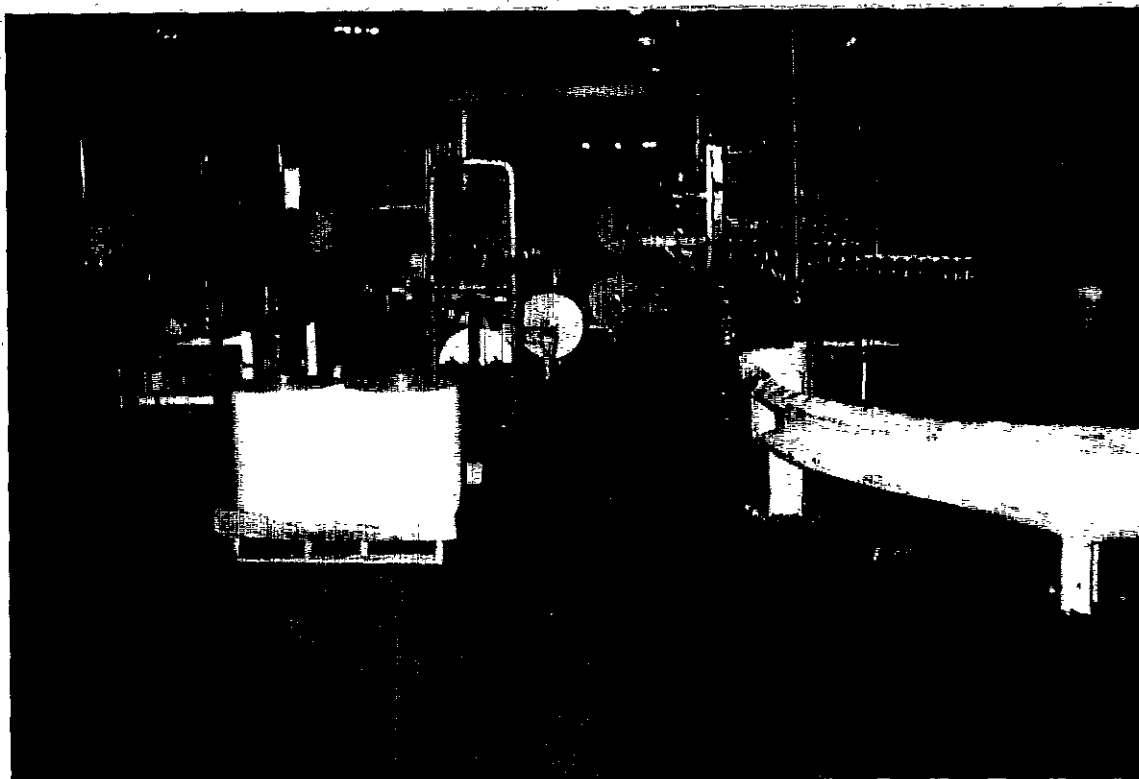
PLANT #2 401 E. 30th St

16



PLANT #2 401 E. 30th ST

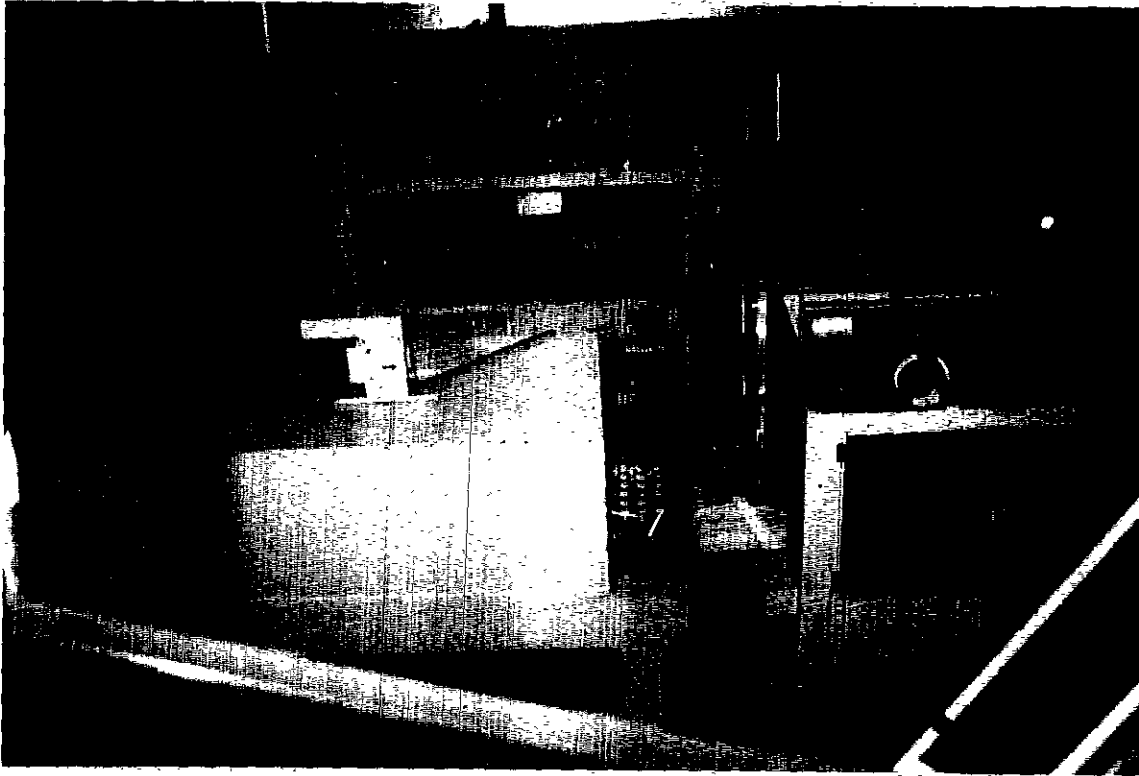
17



4/15/2011 11:11

PLANT #2 401 E. 30th ST

18



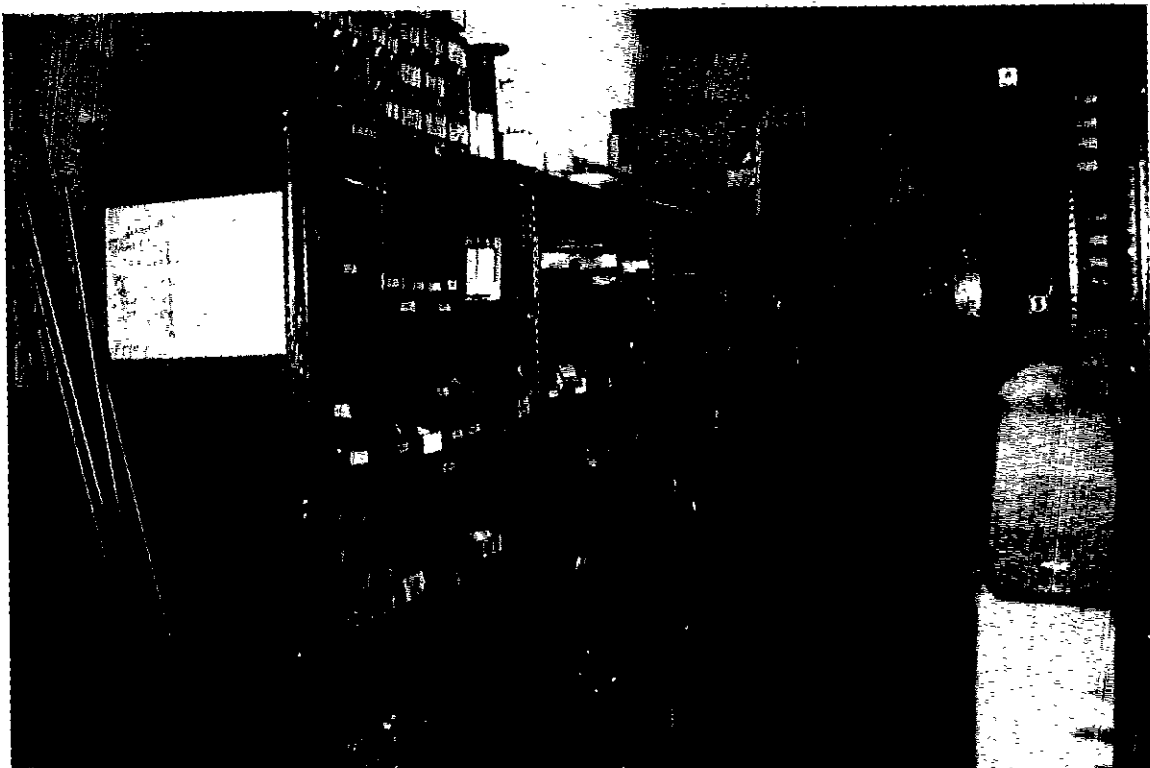
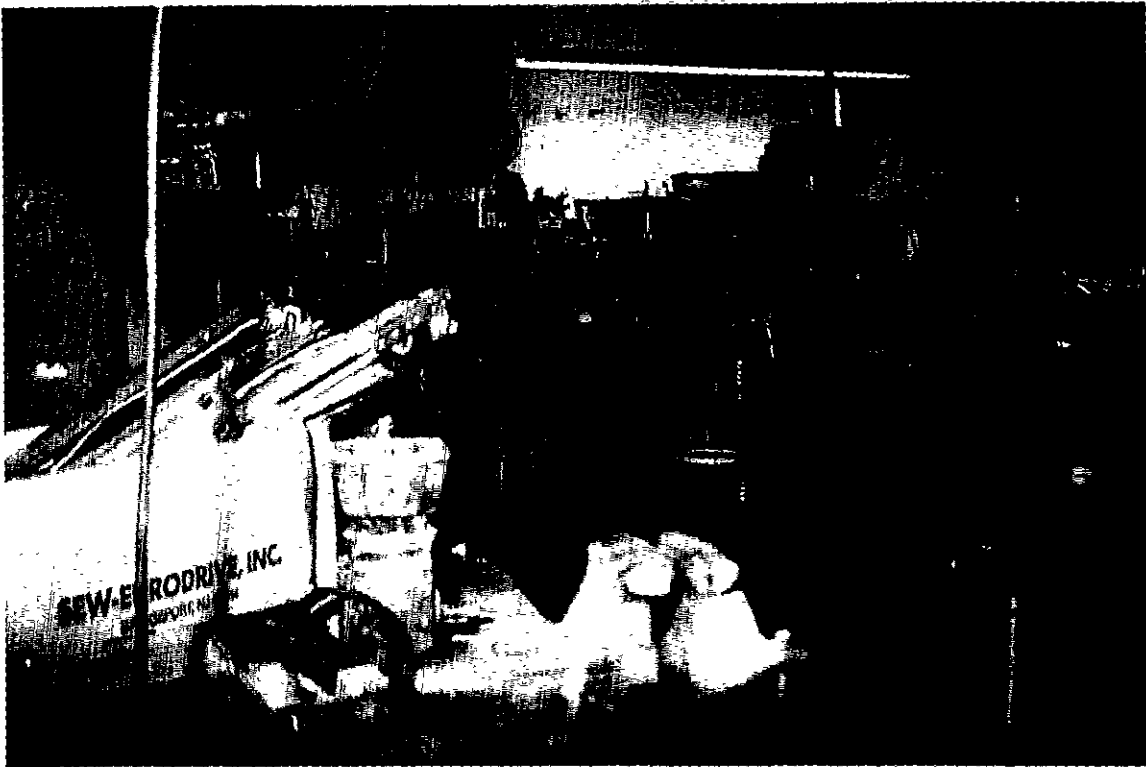
PLANT # 2. 401 E. 30th ST.

19



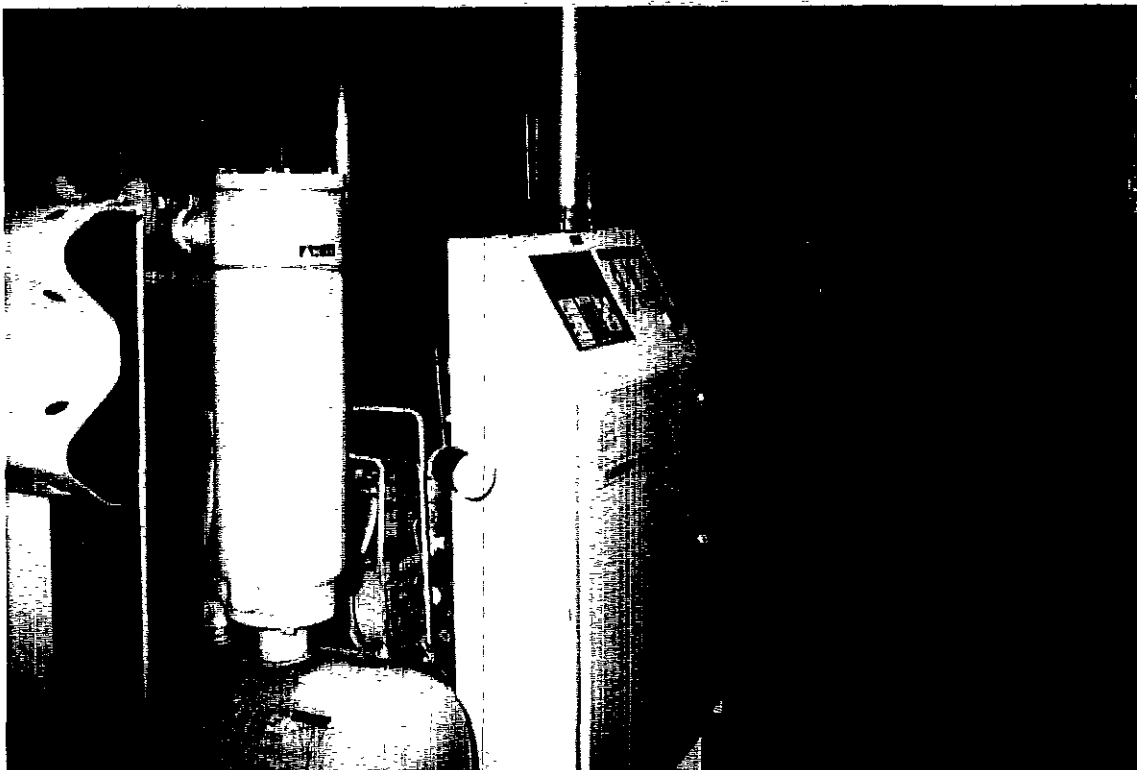
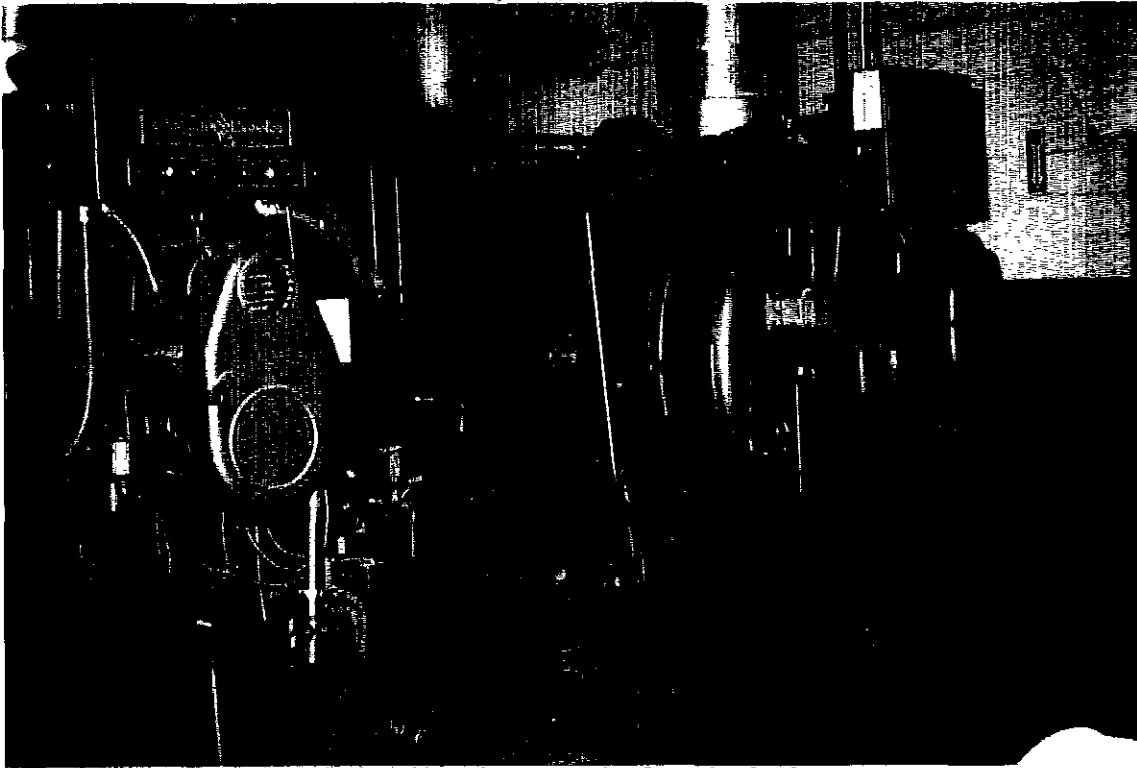
PLANT #2 401 E. 30th ST
MACHINE SHOP- PARTS DEPT.

20



PLANT # 2 401 E. 30th ST
ONE OF TWO BOILER ROOMS

21



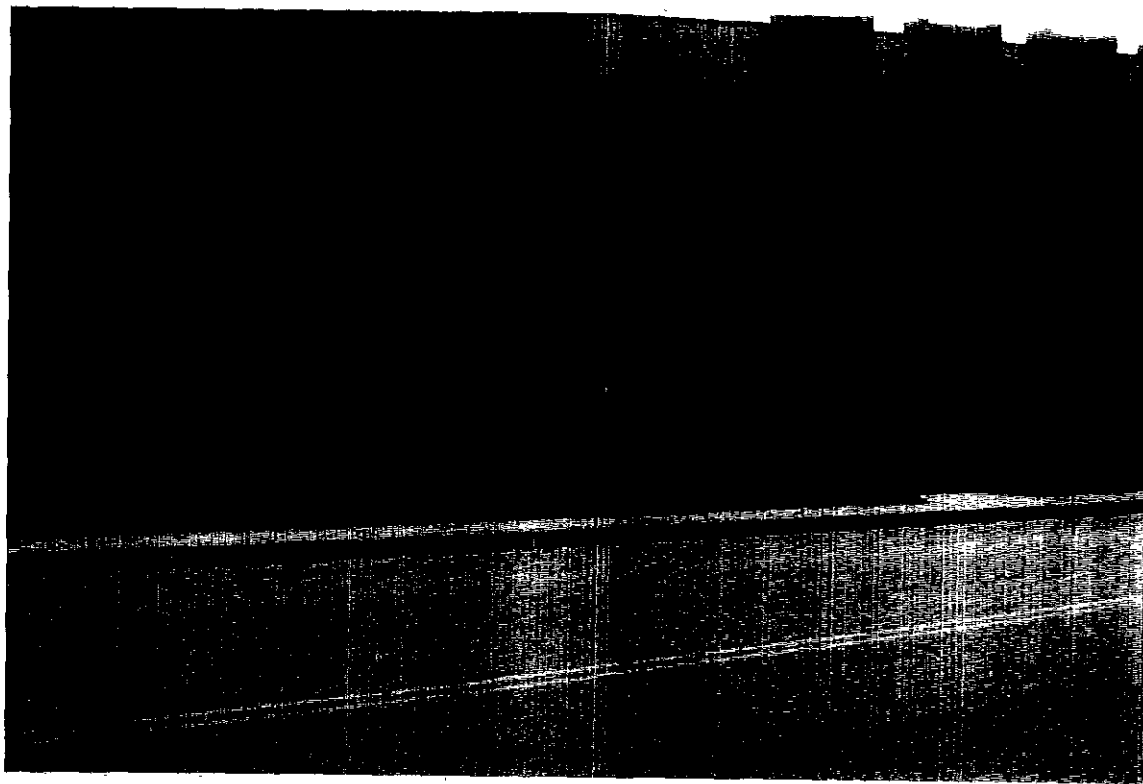
PLANT #2 401 E. 304L ST

22



PARTS DEPARTMENT
MANAGER'S OFFICE
PARTS - PHIL SCOTT
MAINTENANCE MGR
BILL OSBORNE

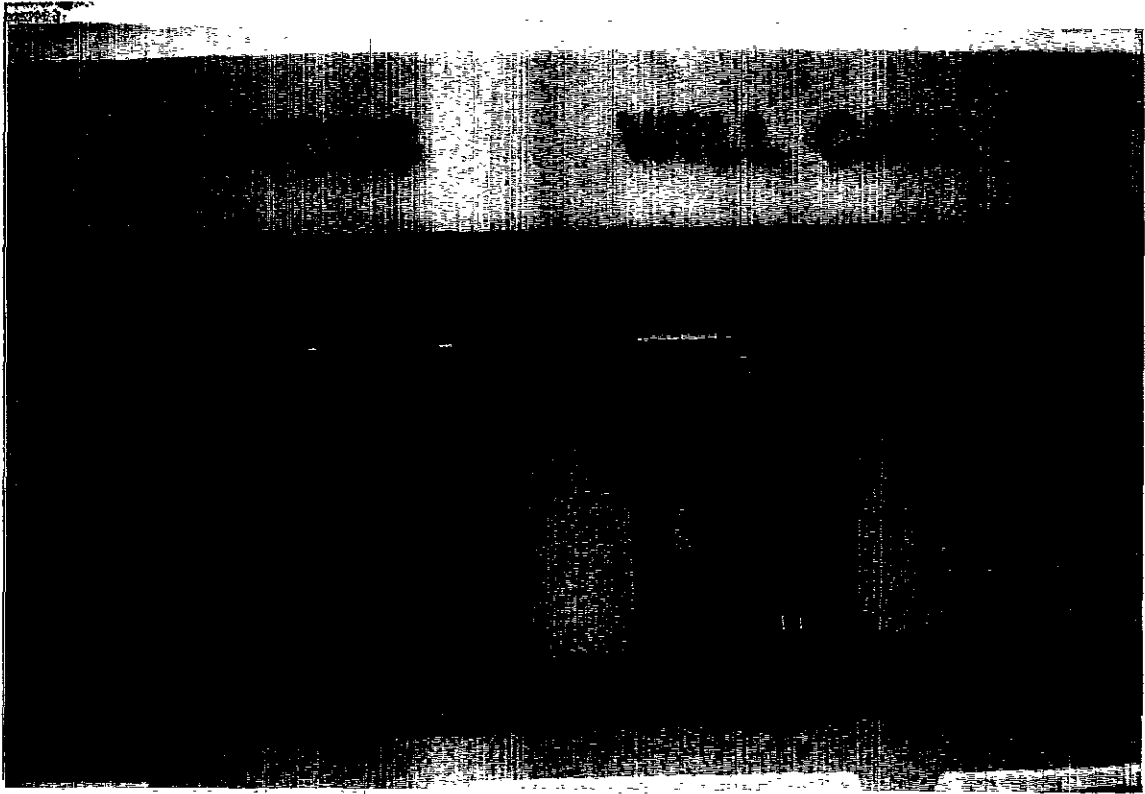
COMMERCIAL ENTERPRISES LOCATED ON
SULPHUR SPRING RD. FROM WASHINGTON BLVD.
TO DEAD END AT RAILROAD

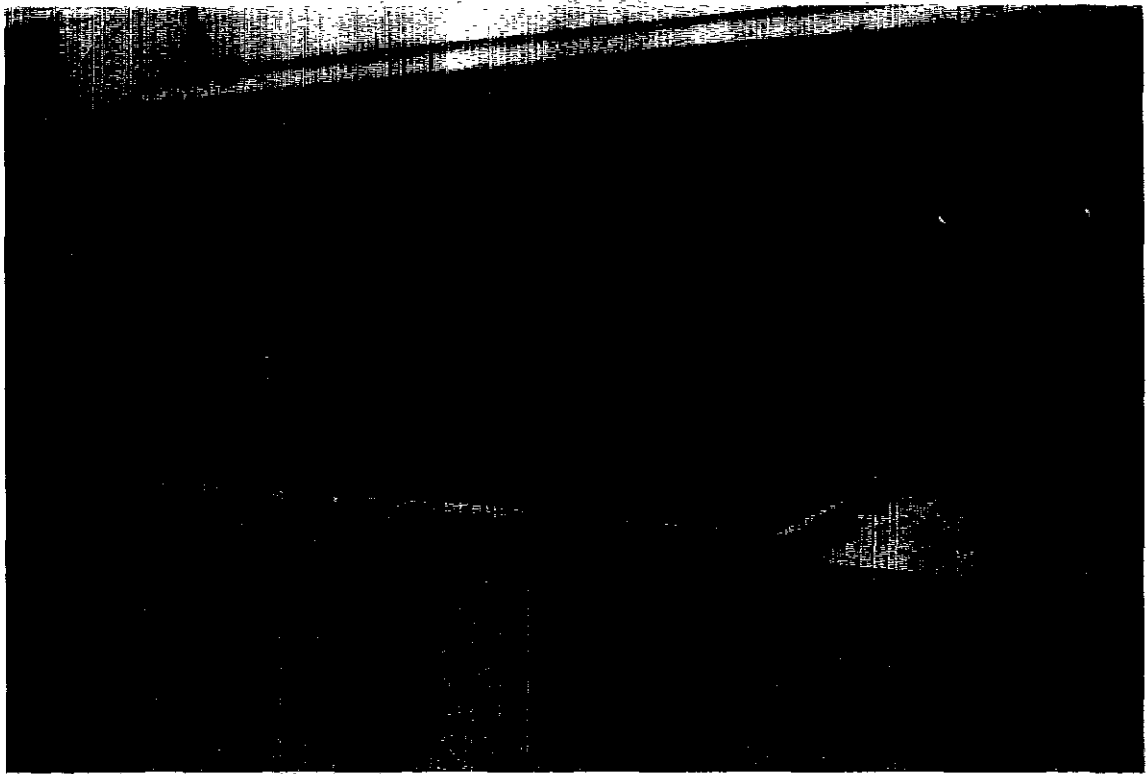


*Respondents
No 3*

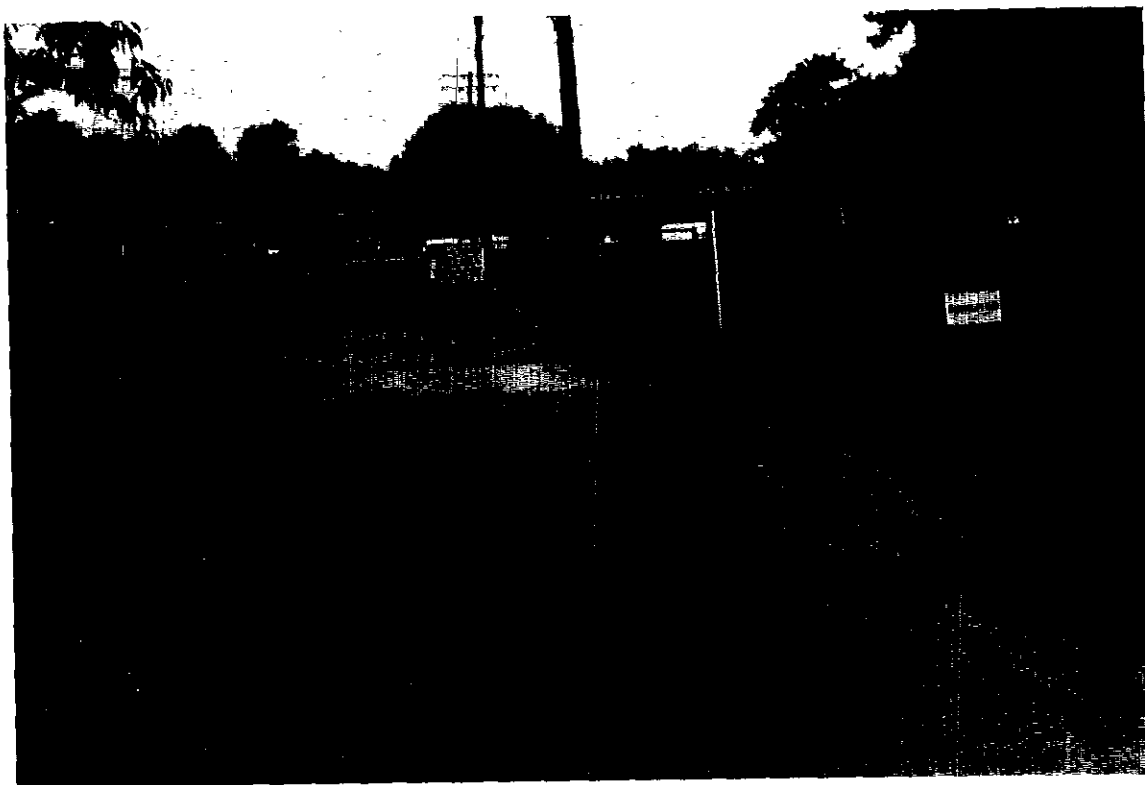
MARYLAND MEDICAL LABORATORIES

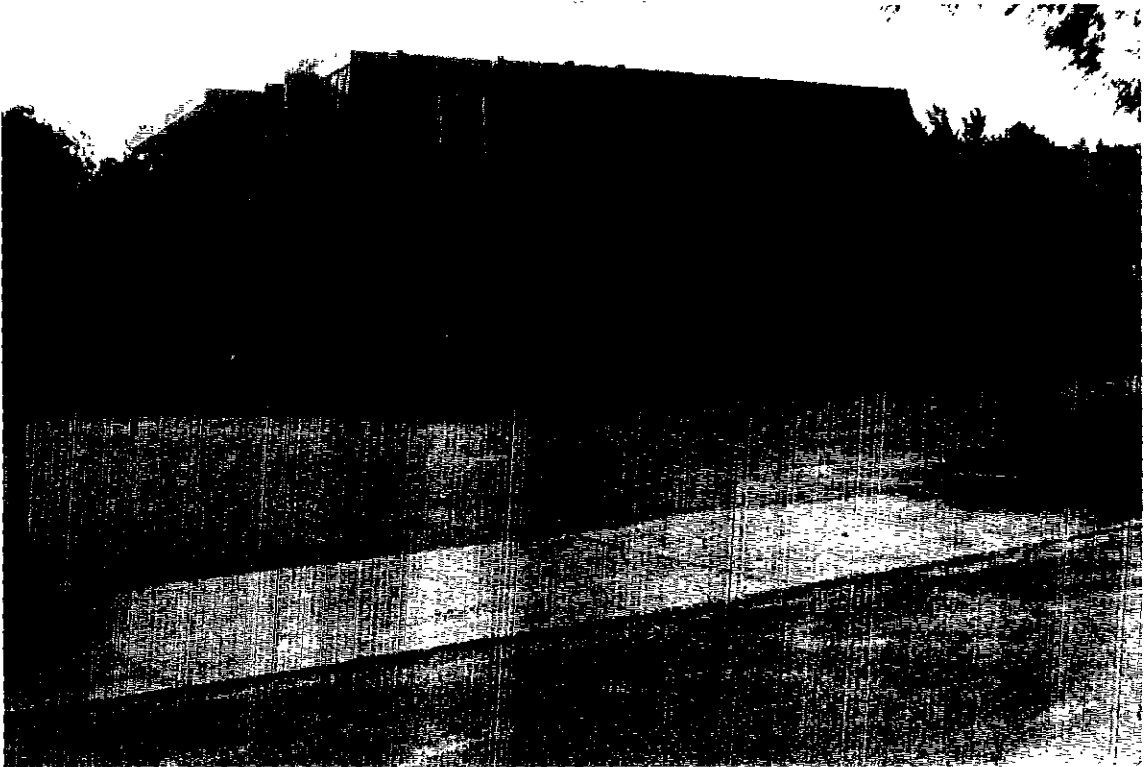




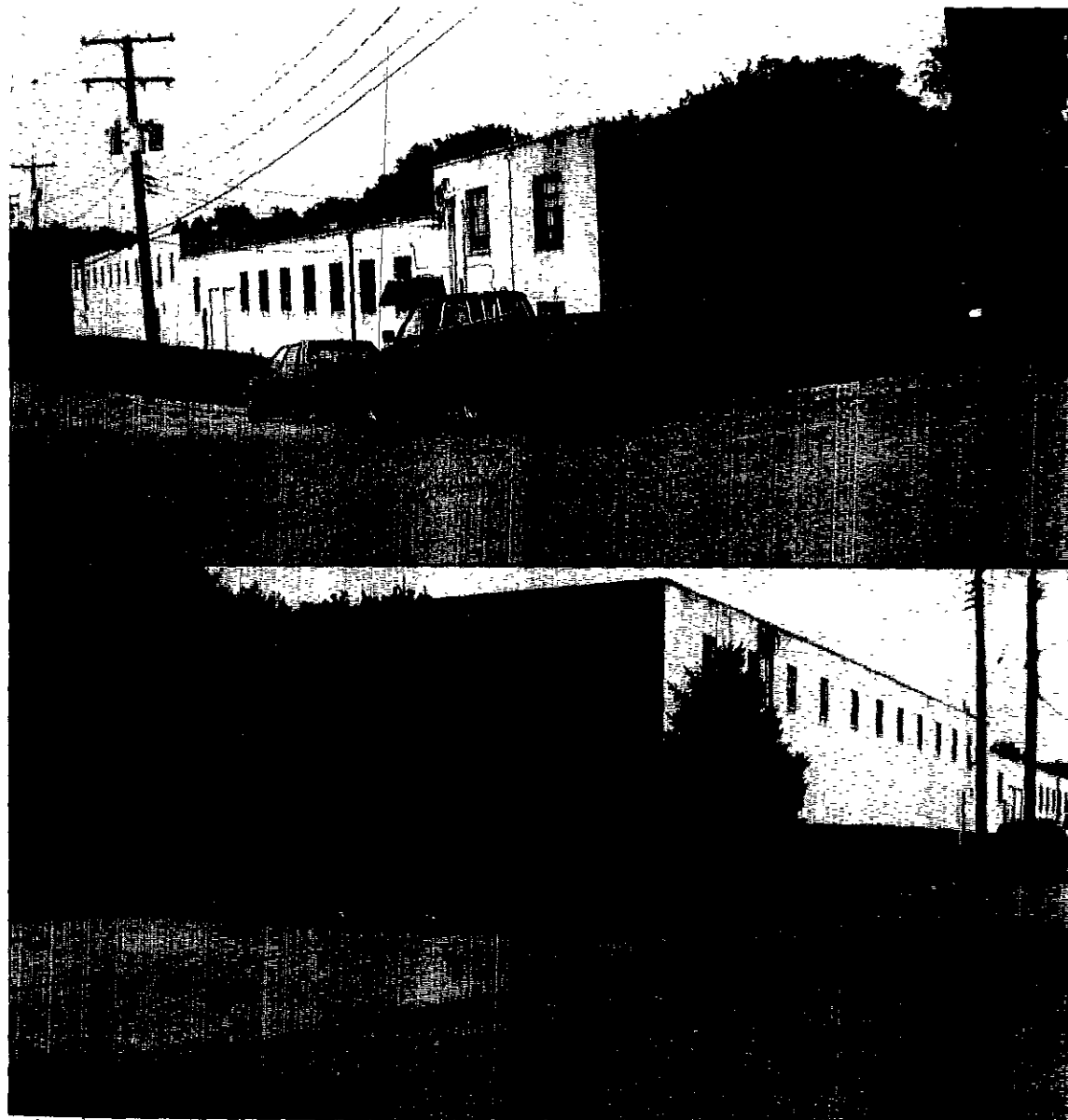


11/11/11





100-5042-1-100-5042-1



Petition

126 127
signatures

We the residents east of Washington Blvd. on Sulphur Spring Rd, Victory Drive, Braun Ave, Myrtle Ave. Willow Ave. are adamantly opposed to the Beverage Capital Corp. TRUCK TERMINAL located at 2209 Sulphur Spring Road. Vol No 1

Name	Address	Zip
Jillian Bouchat	2222 Sulphur Spring Rd	21227
Vina Smith	2222 Sulphur Spring Rd	21227
Dejeu Myers	2618 Willow Ave	21227
Philby H M or	2610-A Willow Ave	21227
Edward E. Jr	2610-B Willow Ave	21227
Vonk Ford	2614 Willow Ave.	21227
Ronny D. Smith	2215 SULPHUR SPRING	21227
Donna A. Smith	2215 Sulphur Spring Rd	21227
Norman H. Neasey Jr.	2216 Sulphur Spring Rd.	21227
Richard Monteb	2619 BRAUN AVE	21227
Alfred E. Subert	2203 Sulphur Spring Rd	21227
Michael Boudin Jr.	2618 BRAUN AVE	21227
Kathy Hardester	2618 Braun Ave	21227
Doug Hardester	2615 Braun Ave	21227
Betty Matthews	2616 Willow Ave	21227
FRANK ALLEN WILSON	2616 WILLOW AVE	21227
Ame K Fox	2614 Willow Ave	21227
Cynthia Banta-Ewing	2610 Willow Ave	21227
George E. White	2217 Sulphur Spring Rd	21227
Robert J. White	2216 Sulphur Spring Rd	21227

(Bonnie 242-6874)
Victory Dr.

7/4/95

pt ex 2

Frank & Betty Matthews

2616 Willow Ave

< have been late for work several times - (Tom directing traffic) was told to "wait" >

Helen Meyers 242-2029

2618 Willow Ave

< tired of getting blocked in & out of neighborhood - has called police >

Phil & Ann Moore 247-0264

2619 A Willow Ave

Ben back in work several times, refused to move or get off. In the end you off the road. Trucks line up & make you come down. Ben could go on side. Tom (Shank) came out to direct traffic & make you sit & sit & sit.

Marcia Keplingas (Sherlee's daughter)

2612 Willow Ave (parent's address - provide day)
date

Trucks block the road and make it impossible to get by. Delayed us getting to work.

Residents
Comments

Aime Fox

2614 Willow Ave

Baltimore, MD 21227

On numerous occasions the trucks have pulled out in front of me without stopping causing me to slam on my brakes to avoid a collision. I have gone to the office to report them and I'm told "they aren't one of our usual drivers, there's nothing we can do." These truck drivers are hazards on our roads; they stop in the middle of the road due to the volume of trucks in the parking lot, they pull out in front of cars, and they get lost on our dead end street where they are unable to turn around.

Shirley Brohawn - 2612 Willow Ave.

Our house is located in the back of Willow Ave. My husband has been housebound for 3 months. On July 3rd I called 911 in an emergency situation. If this had been at a time when the trucks were blocking the road, it would have been impossible to get to our home!

Jimmy Barnes
Barbara
Greuburger & Lorey
2213 S. S. Rd.

MOVED due
to Ber. Cap.

- (1) Trucks run all hours.
- (2) Parking is difficult because trucks are waiting to get in.
- (3) Blocking my driveway, waiting to get in.
- (4) Noise is unbearable. Trucks sit with engines running.
- (5) Drivers abusive.
- (6) Times cause breathing difficulty, can't breathe windows open!

Shelley Seibert 247-0191
2203 S. S. Rd.

- (1) Been awakened to noise & flashing lights at all hours of night & especially hours thru Sun.
- (2) Have had driveway blocked totally several times.

Molly Pelt 2019 S. S. Rd. 247-1234

- (1) Cracked Windows
- (2) Rattle House

7/5/75

RONNIE D. SMITH SR

2213 SULPHUR SPRING RD

I AM TIRED OF THE TRUCKS
BLOCKING TRAFFIC AND USING
OUR ROAD AS A "STAGING" AREA.
THE DRIVERS PULL UP SIDE BY
SIDE AND HOLD BIG CONVERSATIONS
THROUGHOUT THE DAY. THE TRUCKS
WILL BLOW YOUR HORN OR SAY ANYTHING
THEY GET VERY BELLIGERENT

Herman N. Smith Sr.

Paula Litch

2213 Sulphur Spring Rd
Spartanburg, SC 29224

Trucks block roads all hours of
the day + more so around 4 pm.

2412-0890

Mr. & Mrs. Norman D. Neibay
24 hr. noise and blocking
street

2216 Rd.
S. S. Rd.
Lb

Mr. & Mrs. Edward Ewing
2616 Willow Ave

blocking road, parking in street to take something in
personal car, coming down street & having to back up
not stopping at exit to distr. ctr., taking up 2
lanes on street while driving; not yielding to
already moving traffic - have to pull off to side
told by

Sharon Bain 247-5332
2110 Sulphur Spring Rd

~~I have small children, naturally my
concern is for their safety. Some
trucks come down the street so
fast they miss the turn & have to
back up. The noise at all hours
of the night is also a problem.~~

Mary
Mrs Altonia 212-5177-1
2108 SS Rd.

242-9274

Edward Nardata 8616 Brian Ave. Balt 11227
Air pollution - 24 hour noise - traffic. Chicago
danger to school children - truck too heavy for present
roads & bridges - cannot sit outside

~~Brandy & Thomas, Helen~~ ~~Ericted~~
~~2621 Briars av 21227~~

~~24 hour noise, air pollution
Children playing and truck coming
fast down the street and being honk
up, up and down the street~~

Jean Bussell 247-1731
2013
Shaking at being taken. Truck going
noise & smoke

CARL Boggess
1934 1/2 Sulphur Spring Road
Baltimore MD 21227

They Block The TRAFFIC Between
Four & Six in The evening. Going out
on to Washington Blvd.

Wm Snyder & JEANIE 242-9434
2016 Sulfur Spring Rd.
BACD, MD 21229

NOISE - TRAFFIC - ROAD DAMAGE

Wm Snyder & JEANIE 242-1618

2100 Sulfur Spring Rd.

Cracked Walls & Ceiling

Noise, pollution Block

Road Damage

Beverly Thompson - 247-5510

2602 Myrtle Avenue

BALD, MD 21227

Noise - Traffic

MATTHEW + PATRICIA MESSENGER 536-4421

2605 MYRTLE AVE

BALD, MD. - NOISE, Truck Traffic

(Dorothy)

Mrs. Robert Shawacke
2020 Sulphur Spring Rd.
536-9280

- 1) Shake items off walls - broke
- 2) Noise, 24 hours a day - 7 days a week
- 3) Traffic Jams.
- 4) During winter - Trailers Jack-knife
- 5) Street too NARROW for parking
& Trucks to pass.
- 6) Pollution from exhaust. with
no let up.
- 7) Property values have plummeted.
- 8) Foundation cracking.
- 9) Speeding of Truck Drivers
- 10) Increase in crime
- 11) Must entertain in back of house
cannot converse with company
- 12) Cannot use phone in front of
house.

NORA & BILL BUSHMAN

2609 MYRTLE AVE

BALTO MD 21227

247-3490

1. SHAKES THE WALLS

2. HOGS THE ROADS

3. THE FUMES

4. COMING AROUND THE CORNER I'M AFRAID OF
THEM JACK KNIFEING.

5. PARKING ALL UP THE STREET & BLOCKING THE
ROAD

Toni McMartin 2606 Myrtle Ave,
Baltimore, Md 21227

1. Noisy
2. Congestion at Sulphur Spring &
Washington Blvd.

3. ~~Fumes~~

- 1 Traffic congestion 247-3973
- 2 excessive speed by tractor
driver

Mrs. Glenn D. Haley Sr. (4 am)
(Ned) 242-2184 <4
1919 Sulphur Spring Rd Balti Md 21227

- ① The Fumes are awful, on a still day they just hang in the air.
- ② Some drivers don't know where their going and they come down our small street tearing up the trees and our small road.
- ③ Hard to exit to Wash Blvd when there are two or three Tractor & trailers in front of you.
- ④ Block drive way.
- ⑤ excessive speed. I have the Inley 500 behind my house.

Elizabeth Lester 242-3549
1924 Sulphur spr RD all of the above.

Doris Kessler 242-9038

1925 S. S. Rd.

1. cracked foundation
 2. Surnes
 3. Right of way taken when coming trucks
 4. Gladys Pheasants same as above
- 1923 Sulphur Spring Rd. 21257

Theresa Nauman 242-7744

1921 Sulphur Spg. Rd.

Barbara Fisher 247-8815

1926 Sulphur Spg. Rd.

Noise & pollution & vibration of walks

Mr. & Mrs. Charles L. Fell (CHARLES FELL)

1928 SULPHUR SPR. RD.

BALT., MD. 21227

242-8845

1. pollution
2. noise

Robert L. Tasson

2218 SCOTT ST SPRING 11

24277 - 242-3314

- 1 Too MANY Licks
- 2 H. 1/8
- 3 Polite
- 4 Like 1950s
- 5 TALKED TO THEM
- 6 PARKING IN FRONT OF MY HOUSE
- 7 WALKING DOWN THE STREET
- 8 THE 1/8
- 9 USE THE ROADS
- 10 SPEEDING
- 11 8 TO 10 TALK. AT DIST TIME ON THE STREET

Doree & Lois Smith

2217 S.S. Rd. 242-2837

Trucks

1. Not yielding right of way ^{out of driveway} - only matter of time before serious injury.
2. Street frequently congested w/ trucks blocking & parked on road - sometimes just carrying on conversations.
3. By-pass B.C. Entrance - Have great difficulty turning around. Have also gone down Willow Ave causing havoc on that little side street that st. that has cars parked on both side.
4. We have personally had property damage.
5. Obnoxious, rude, belligerent drivers.
6. Noise from diesels, horns, speed bumps.
7. Pollution - fumes - Very strong! Was nauseated one day from fumes.
8. Speeding & driving down middle of S.S. Rd.
9. Trucks in middle of road, motor running to buy hot dogs. Leaving doors open also.
10. How can this be "light commercial"?
11. 24 hr operation - 7 days a week -

worse around holidays, noise!!!

★ How does noise control bill affect this co.? See Senate Bill 49.

Standard answer a lot "independents"
(can't do anything)
(Have to consider what he has
working back there regarding noise)

Not our responsibility to
control B.C. drivers &
damage.

Dogs water constantly dirty b
from pollution

Total disregard for neighbors
& neighborhood

Julian Bouchat

2222 Sulphur Spring Rd

I have personal property damage
done to my tree + ~~house~~ due to
the trucks trying to turn around
running over curbs, fumes. Most
don't know how to turn around
a trailer big as a box car. One
day the brakes are going to fail
and come right through my house
I'm on the corner of Sulphur Spring
+ Willow Ave, and you know if
something like that would happen
someone is going to get hurt or killed
I'm sick of it.

2618 Willow Ave
Baltimore, Md
21227
July 23, 1995

To Whom It May Concern:-

I am writing concerning the trucks coming and going from Beverage Capital. You should have a sign on the road so the truckers would know where you are and not always have to be turning around at Willow Avenue and Sulphur Spring Road.

I do not like having to go in the wrong lane to get by 3 or 4 long tractor trailers parked along the center lane as cars are parked along the curb. My daughter almost had an accident because she had to go past the parked trucks. She had to bring her children here and then go to work. Why do you think we have all day to wait behind all these trucks when we need to get home.

The trucks are not to park on the bridge over the stream as it is not built to hold that much weight. You better remember if that bridge collapses we have no way out. That includes you.

I have left here at 6:15 A.M. and trucks are parked from the bridge to Maryland Medical Lab waiting to get in. Why can't you set up appointments so each truck would know what time to come. The fumes from the

trucks sure pollute the air.

The other businesses here care about the neighbors. That is more than I can say for Beverage Capital. If you are really interested in being a good neighbor you would work out a schedule so the trucks wouldn't be sitting so long.

Sincerely
Mrs Jesse Myers



Ref 3A

To Whom It May Concern

July 7, 1995

Re: Beverage Capital

Our property is adjacent to Beverage Capital's facility on Sulphur Spring Road.

We operate a distribution facility which has light traffic beginning at 7:30 in the morning and running until 6 in the evening, six days a week.

Trucks going to BC use our fenced lot as turn around space causing problems both for our customer's and employees. From time to time the trucks block our one lane driveway and this has made it impossible for our customer's to enter our property. Last week, a truck parked in our driveway and one of our employees could not leave to pick up her children at day care, for almost thirty minutes.

Countless times, Sulphur Spring Road has been totally blocked by trucks waiting to enter BC, causing serious problems for people trying to use Sulphur Spring Road.

Whenever we call BC, they have tried to correct the problem of the moment. However, we really should not have our customers, vendors and employees inconvenienced by the thoughtless conduct of drivers delivering or picking up at BC.

We suggest that BC assign a full time person to monitor Sulphur Spring Road at their entrance and to assure that BC's neighbors are not inconvenienced unnecessarily.

Nathan Bell

Nathan Bell
President

*Two area
business' -
Bell has
since moved,
but letter
is pertinent.*



SUMMIT

Precision Machining, Inc.

let SB

July 12, 1995

To Whom it may concern.

As a business owner located at the end of Sulphur Spring Road, it has become increasingly difficult to drive from Washington Boulevard down the Victory Drive onto Sulphur Spring without having to sit and wait while tractor trailer trucks line up the street, sometimes as many as eight or nine at a time BLOCKING traffic.

We have received several complaints from suppliers that deliver to Summit Precision that they are unable to access our facility without some type of confrontation because of not being able to get past the lines of tractor trailers.

Not only is the road blocked, but visitors to our facility cannot park on certain area's of the street because the tractor trailers try and turn around in this small area and have had occasion to damage a visitors vehicle.

In the winter when the roads are sometimes wet, or icy many times these tractor trailers become jammed by either "jack knife" or simply sliding off of the road because of their size and weight. The road has been blocked for many hours because it is difficult to get tow trucks big enough to get them out.

When driving up Sulphur Spring road towards Washington Boulevard from Summit Precision, you have to wait a very long time to get onto Washington Boulevard because usually you are behind three or more tractor trailers and they have a very difficult time to pull out because there is no traffic light. You have no option but to sit behind them for as long as it takes them to get out.

From the continued heavy traffic constantly up and down the road on a daily basis, the roads take a considerably beating. I have seen truck drivers have total disregard for the neighbors who live in the homes surrounding Capital Beverage where these trucks deliver ALL hours of the day and night. Also because of the constant parade of trucks seven days a week the smell of diesel, gasoline and other pollutants is offensive, not to mention the noise of the engines running while they wait to unload.

As a business owner being in a community and NOT a business area, I realize that a lot of consideration has to be made for the homeowners who work hard and take pride in their homes and yards. It is unfortunate that the truck drivers that line their vehicles up and down the street in front of these homes seem to have no regard for the homeowners or their property.

In all honesty, I do not know how the families of this neighborhood can tolerate this constant intrusion into their lives.

If you wish to talk with me in person, please feel free to call me at the number below.

Sincerely,

Russell S. Fisher
President
Summit Precision Machining Inc

Passed on 5/26/94

EP

Bin
250

SENATE BILL 49

41r1006

H1

SB 370/93 - EEA

(PRE-FILED)

By: Senator Stone

Requested: November 10, 1993

Introduced and read first time: January 12, 1994

Assigned to: Economic and Environmental Affairs

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: February 23, 1994

CHAPTER 443

1 AN ACT concerning

2

3 FOR the purpose

4 implement

5 rules and

6 Governor

7 implement

8 effective d

9 BY repealing a

10 Article - I

11 Section 3-

12 Annotated

13 (1993 Rep

14 SECTION

15 MARYLAND,

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Article - Environment

17 3-102.

18 (A) The General Assembly finds:

19 (1) That the people of this State have a right to an environment that is free
20 from any noise that:

21 (i) May jeopardize their health, general welfare, or property; or

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.sembly concerning the
mits and noise control
nment; requesting the
purposes relating to the
and providing for the

AL. ASSEMBLY OF

Senate Bill
49
Sen. Stone's
interpretation
given me by
his secretary
attached2/24
ID
(Sustained)288-
5270THIS BILL PASSED THE
SENATE ON 2/25 AND
HAD A HEARING IN THE
HOUSE ENVIRONMENTAL
COMMITTEE 2/28. NO ACTION

Post-It™ brand fax transmittal memo 7671		# of pages	4
To	ANN DILLON	From	KEANNA ZITZMAN
Co.		Co.	
Dept.		Phone #	269-7760
Fax #	881-5791	Fax #	

(ii) Degrades the quality of their lives;

(2) That there is a substantial body of knowledge about the adverse effects of excessive noise on the public health, the general welfare, and property, and that this knowledge should be used to develop environmental noise standards that will protect the public health, the general welfare, and property with an adequate margin of safety; and

(3) That it is essential to have coordination and statewide leadership of the noise control activities of the many State agencies and the county and local governments.

(D) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT THE DEPARTMENT SHALL:

(1) ENFORCE THE SOUND LEVEL LIMITS AND NOISE CONTROL RULES AND REGULATIONS ADOPTED UNDER THIS TITLE;

(2) ~~MAINTAIN A STAFF THAT IS SUFFICIENT FOR THE IMPLEMENTATION AND ENFORCEMENT OF THE REQUIREMENTS OF THIS TITLE;~~

(3) ~~ACQUIRE AND MAINTAIN THE EQUIPMENT NECESSARY FOR THE IMPLEMENTATION AND ENFORCEMENT OF THE REQUIREMENTS OF THIS TITLE; AND~~

(4) (2) WORK COOPERATIVELY WITH THE APPROPRIATE AGENCIES OF POLITICAL SUBDIVISIONS IN ENSURING THE IMPLEMENTATION AND ENFORCEMENT OF THE REQUIREMENTS OF THIS TITLE.

SECTION 2. AND BE IT FURTHER ENACTED, That the General Assembly requests that the Governor include funds in the annual operating budget for the necessary staff and equipment to implement and enforce the provisions of Title 3 of the Environment Article.

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 1994.

Approved:

Governor,

President of the Senate.

Speaker of the House of Delegates.

MD LG GEN ASSEMBLY
DEPARTMENT OF FISCAL SERVICES

FISCAL NOTE

SB 49

Senate Bill 49 (Senator Stone)

Economic and Environmental Affairs

Noise Control - Enforcement

This bill expresses the intent of the General Assembly that the Department of the Environment: (1) enforce the existing sound level limits and noise control regulations; (2) maintain a staff sufficient to enforce these regulations; (3) acquire and maintain equipment necessary for the enforcement of these requirements; and (4) work cooperatively with appropriate State and local agencies in the implementation and enforcement of these requirements. The bill takes effect July 1, 1994.

STATE IMPACT: General fund expenditures could increase by \$539,543 in fiscal 1995 as discussed below. Revenues are not affected.

LOCAL IMPACT: No effect.

STATE REVENUES: No effect.

STATE EXPENDITURES: The Department of the Environment currently does not enforce the existing sound level limits and noise control regulations. By itself, expressing the intent of the General Assembly does not create a fiscal impact. However, if the intent of this bill is effectuated, the Department of the Environment estimates that general fund expenditures could increase by an estimated \$539,543 in fiscal 1995 due to the costs associated with hiring 1 Assistant Attorney General IV, 1 Sanitarian VII, 7 Sanitarians I, and 1 Office Clerk II. This estimate reflects a three-month start-up delay, and includes salaries of \$168,726, fringe benefits at 33% of salaries, automobile and noise monitoring equipment purchases, laboratory calibration of the equipment and ancillary items, office equipment for 10 positions, and operating expenses as follows:

Salaries & Fringe Benefits (10 positions)	\$224,405
8 Automobiles	70,720
Noise monitoring equipment & field calibrators	100,000
Office equipment	67,456
Laboratory calibration of equipment and ancillary items re sound monitoring	20,000
Staff training & travel expenses	22,560
Other Operating Expenses	34,402
Total Fiscal 1995 State Expenditures	\$539,543

Future year expenditures reflect (1) full salaries with 9% annual increases and 3% employee turnover; and (2) 3.6% annual increases in ongoing operating expenses.

LOCAL REVENUES: No effect.

LOCAL EXPENDITURES: No effect.

State Impact	FY 1995	FY 1996	FY 1997	FY 1998	FY 1999
Revenues	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures	539,543	352,100	381,800	414,200	449,400
Net Effect	(\$539,543)	(\$352,100)	(\$381,800)	(\$414,200)	(\$449,400)

() Indicates Decrease

INFORMATION SOURCE: Department of the Environment, Department of Fiscal Services

Fiscal Note History: First Reader - January 24, 1994

Prepared by: E. P. Sayre
Reviewed by: John Rixey
jab

Direct Inquiries to:
John Rixey, Coordinating Analyst
(410) 841-3710

Sen. Stone's interpretation of GB 49

To make *MDE enforce the statute on the books concerning noise.

Asked Governor to provide funds. Governor did not provide funds. Sen. Stone went to MDE budget so they would enforce statute.

Sen. Stone had money moved out of MDE budget & went through legislature to do that

*MD DEPT ENVIRONMENT

MDE has to w u s e r e
h e a l t h & s a f e t y.

Truck Count Feb No 5

AM

Stuns. 2/5/96 5:30-12:30 PM

in	5:30-6:30	 	=	10
	6:30-7:30	 	=	5
	7:30-8:30	 	=	3
	8:30-9:30	 	=	15
	9:30-10:30	 	=	7
	10:30-11:30	 	=	16
	11:30 12:00	 	=	9
	12:00 12:30	 	=	7

(54)

out	5:30-6:30		=	3
	6:30-7:30		=	3
	7:30-8:30	 	=	7
	8:30-9:30	 	=	7
	9:30-10:30	 	=	7
	10:30-11:30	 	=	8
	11:30 12:00	 	=	5
	12:00 12:30	 	=	9

(53)

in	tractor only	 	=	16
out	" "	 	=	9

Wed 6/5/96 - 5 PM to 11 PM

in	5-6	 	=	9
	6-7	 	=	6
	7-8		=	3
	8-9		=	2
	9-10		=	3
	10-11		=	4
				<u>27</u>

out	5-6	 	=	17
	6-7	 	=	12
	7-8	 	=	6
	8-9		=	4
	9-10		=	3
	10-11		=	2
				<u>44</u>

in tractors only - ~~||||~~ ~~||||~~ ||| = 18

out " " - ~~||||~~ ~~||||~~ ~~||||~~ ~~||||~~ = 20

Downs, Sweet - 12:PM to 6

in - 12-1	III III	=	8
1-3	IIII into lip lunch III	=	14
2-3	IIII III	=	14
3-4	IIII II	=	12
4-5	III III	=	8
5-6	III	=	3
			60

out - 12-1	IIII III	=	14
1-2	III II in to lip lunch III	=	16
2-3	IIII III	=	18
3-4	IIII II	=	17
4-5	III III	=	10
5-6	IIII III	=	15
			86

in - brachy only III III III = 16

out - " " III = 5

6 6 6-7
 Slows - Fri. 11 PM to 6:30 AM

in	11-12	III	=	3
	12-1	III III	=	8
	1-2	IIII	=	4
	2-3	I	=	1
	3-4	in house/shower	=	?
	4-5	I	=	2
	5-6	III	=	5
				23

out	11-12	I	=	2
	12-1	III II	=	7
	1-2	III	=	3
	2-3	I	=	1
	3-4	in house/shower	=	?
	4-5	I	=	1
	5-6	IIII	=	4
				18

in	tractors only -	III II	=	7
out	"	" III III I	=	11



The Lansdowne Improvement Association

April 13, 1996

Mr. Arnold Joblon, Director
Dept. of Permits & Development Mang.
111 West Chesapeake Ave.
Towson, Maryland 21204

Dear Mr. Joblon:

We are respectfully requesting a hearing be held to see if the Beverage Capital Corp. located on Sulphur Spring Road in Lansdowne is in compliance with the exiting zoning regulations and site planning requirement that are regulated by Baltimore County.

Please refer to Mr. Joseph Schrack zoning inspector, who has outstanding request from this community.

The complaints we have received at this Association have been extensive and numerous.

Please contact Jake Miller, President of this Association at 242-4197.

Thank you,

A handwritten signature in cursive script that reads "Jake Miller".

Jake Miller

cc:
Sam Moxley
Paula Houck
Joseph Schrack
Md. Citizens for the Env.
Lois Smith
Emory McGlothlin

135 Hazel Ave. Lansdowne, MD. 21227

8057-003
4101690SDN
havcap.02

SUBLEASE

by and between

GREAT DISTRIBUTION & WAREHOUSING, INC.,

Sublessor

and

BEVERAGE CAPITAL CORPORATION,

Sublessee

*Reported to
4A*

MICROFILMED

SUBLEASE

THIS SUBLEASE is made as of the _____ day of _____, 1990, by and between GREAT DISTRIBUTION & WAREHOUSING, INC., a Maryland corporation ("Sublessor"), and BEVERAGE CAPITAL CORPORATION, a Maryland corporation ("Sublessee").

W I T N E S S E T H:

In consideration of the rental hereinafter agreed upon and the performance of all the covenants and agreements herein contained and subject to the provisions of Paragraph 15 of the Prior Sublease, Sublessor hereby subleases to Sublessee, and Sublessee hereby rents from Sublessor, approximately 200,000 square feet of that certain one-story building containing approximately 312,000 square feet and located on the parcel of land described in Exhibit "A" attached hereto and made a part hereof (the "Building"), lying and being in Baltimore County, Maryland, and known as 2209 Sulphur Spring Road, together with a non-exclusive right, in common with other tenants or occupants of the Building, to use a certain parking lot more particularly described on Exhibit "A-1" attached hereto and made a part hereof (the "Parking Lot") for the sole purpose of vehicular parking, storage of tractor trailers, and ingress and egress, and other uses reasonably connected with the aforesaid purposes (collectively, the "Premises"), upon the following terms and conditions:

1. Base Lease, Agreement, Prior Sublease and Parking Lot Sublease.

(a) In addition to the matters described in Paragraph 11 hereof, Sublessee acknowledges and agrees that this Sublease is and shall be expressly subject and subordinate to (i) that certain lease, dated as of July 1, 1966, by and between Lymington Associates, a New York partnership, as lessor ("Landlord"), and Proctor-Silex Incorporated, a New York corporation, as lessee, together with the assignments thereof, dated as of March 8, 1984, from SCM Corporation, a New York corporation and the successor by merger with Proctor-Silex Incorporated ("SCM"), to Proctor-Silex, Inc., and dated April 8, 1985 from Proctor-Silex, Inc. to WearEver Proctor-Silex, and the consents of Lymington Associates to said assignments (said lease and all assignments thereof and consents thereto being hereinafter collectively referred to as the "Base Lease"); (ii) that certain Master Reentry and Indemnification Agreement, dated as of September 2, 1983, by and between SCM and Proctor-Silex, Inc., as amended by that certain First Amendment to Master Reentry and Indemnification Agreement, dated March 8, 1984 (said Master Reentry and Indemnification Agreement, together with the First Amendment thereto and all future amendments thereto are hereinafter collectively referred to as the "Agreement"); (iii) that certain sublease dated as of September 14, 1990, by and between Proctor-Silex, Inc., a Delaware corporation, as sublessor ("Sublandlord"), and Sublessor, as sublessee (the "Prior

Sublease"); (iv) that certain sublease dated as of September 14, 1990 for the parking lot more particularly described on Exhibit "A-1", by and between Sublandlord and Sublessor (the "Parking Lot Sublease"); and (v) the existing state of the title of the Premises as of the Commencement Date. A copy of the Base Lease, the Prior Sublease and the Parking Lot Sublease have been furnished to Sublessee, and Sublessee hereby acknowledges receipt of the same.

(b) Sublessor and Sublessee agree that HM Holdings, Inc. ("HM Holdings"), the successor by merger with SCM and Sublandlord shall be third party beneficiaries of Sublessee's obligations hereunder.

(c) Sublessee and Sublessor agree that upon the occurrence of an Event of Default under the Prior Sublease, Sublandlord and HM Holdings shall have the right, at their option, to sue for and collect from Sublessor and/or Sublessee "Rent" (as hereinafter defined), and all other "rent" (as hereinafter defined), due under this Sublease, subject to the Base Lease, the Prior Sublease and the Agreement.

(d) Sublessee hereby agrees to assume and perform all of the obligations and liabilities of Sublessor under the Prior Sublease, and Sublandlord and/or HM Holdings under the Base Lease, the Prior Sublease and the Agreement (as it relates to the Premises), as and when the same are to be performed or paid, as the case may be, all in accordance with the terms of the Prior Sublease and this Sublease.

(e) Sublessee and Sublessor hereby acknowledge that, pursuant to that certain letter dated September 17, 1990 from HM Holdings to Sublandlord and Sublessor, and that certain letter dated October 10, 1990 from Sublandlord to Sublessor, Sublandlord and HM Holdings have waived their right under Paragraph 22(a)(iii) of the Prior Sublease to receive the opinion of counsel referred to in such Paragraph.

2. Term.

(a) The term of this Sublease (the "Initial Term") shall commence on January 1, 1991 (the "Commencement Date") and shall end at midnight on December 30, 2000, unless sooner terminated pursuant to the provisions hereof.

3. Rent.

(a) Sublessee agrees to pay to Sublessor during the term of this Sublease, rent (the "Rent"), as follows: during the first year of the Initial Term, the Rent shall be equal to Three and 25/100 Dollars (\$3.25) per square foot of the Premises, per annum. Commencing on January 1, 1992 and on each January 1 thereafter during the term of this Sublease, the Rent shall increase at the rate of six cents (\$0.06) per square foot of the Premises, per annum. For purposes of determining the Rent for the Premises, the

parties hereto agree that the square footage of the Premises is 200,000 square feet regardless of the number of square feet actually subleased by Sublessee pursuant to Paragraph 6 hereof.

(b) Sublessee shall pay the Rent for the Premises, in advance and without notice or demand and without any setoffs or deductions whatsoever, in equal monthly installments commencing on the Commencement Date and continuing on the first day of each month thereafter during the term of this Sublease.

(c) Sublessee shall also pay to Sublessor upon demand, as rent hereunder, interest at the rate of thirteen percent (13%) per annum on all overdue installments of Rent due hereunder and on all overdue amounts of rent relating to obligations which Sublessor shall pay for or on behalf of Sublessee from the due date thereof until fully paid. (All Rent and other sums due under this Sublease are sometimes hereinafter collectively referred to as the "rent".)

(d) All rent due under this Sublease shall be paid to Sublessor at 2209 Sulphur Spring Road, Baltimore, Maryland 21227, Attention: C. W. Martin, or at such other place or to such other designee of Sublessor as Sublessor may from time to time designate in writing. Sublessee covenants and agrees to pay the rent herein reserved and each installment thereof promptly when and as due, together with all other sums required to be paid by Sublessee hereunder, all of which sums shall be deemed rent.

(e) Sublessee acknowledges that the Rent of \$3.25 per square foot for the first year of the Initial Term includes Sublessee's pro rata share of Taxes (as defined in the Prior Lease) and Utilities (as described in paragraph 9 of the Prior Lease) for the calendar year commencing on the Commencement Date. In addition to increases in Rent pursuant to paragraph 3(a) hereof, the Rent shall be further increased each calendar year after the first year of the Initial Term by Sublessee's pro rata share of increases in Taxes and Utilities. Sublessee's pro rata share shall be determined by multiplying the amount of the increase in Taxes and Utilities for each calendar year by a fraction, the numerator of which shall be the total square footage of the Premises then being leased by Sublessee, and the denominator of which shall be 312,000.

4. Use.

Sublessee, its subtenants, or its or their agents, employees, licensees, and invitees are entitled to use and occupy the Premises, during the term of this Sublease, for any lawful purpose, except that the Parking Lot shall be used solely for the purposes set forth in the first paragraph of this Sublease. Notwithstanding the foregoing, Sublessee shall not use the Premises for the storage, use, disposal, manufacture or release of or as a depository, landfill or dump for "Hazardous Materials" [as defined in Paragraph 12(b) of the Prior Sublease], or for any other purposes prohibited by the Prior Sublease, without first obtaining Sublessor's prior written consent, which such consent may be

withheld or granted in the sole and absolute subjective discretion of Sublessor.

5. Alterations and Additions.

Sublessor shall not be permitted to make any alterations and/or additions to the Premises or install any equipment therein (including trade fixtures) without the necessity of obtaining Sublessor's consent therefor (except as otherwise provided in Paragraph 18 of the Prior Sublease). All additions, alterations and improvements constructed on the Premises shall be and become the property of Sublandlord and/or Landlord. All work done in and around the Premises shall comply with Paragraph 18 of the Prior Sublease.

6. Assignment and Subletting.

Sublessee may sublease the Premises or any part thereof, or assign this Sublease, in either case, subject to the prior written consent of Sublessor in each instance and the provisions of Paragraph 22 of the Prior Sublease. In the event Sublessee subleases the Premises or any part thereof to a permitted sub-sublessee in accordance with this Paragraph, the permitted sub-sublessee shall be entitled to non-disturbance provided that such sub-sublessee is a "Qualified Sub-Sublessee" pursuant to Paragraph 30 of the Prior Sublease.

7. Default.

(a) Any of the following occurrences or acts and Sublessee's failure to cure within the applicable cure periods, if any, shall constitute an event of default ("Event of Default") under this Sublease: (i) if Sublessee, at any time during the continuance of this Sublease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Sublessee from complying with the terms of this Sublease), shall (x) fail to make any payment of Rent or any other rent or sum herein required to be paid by Sublessee, as and when due hereunder, or (y) fail to observe or perform any of Sublessee's other covenants, agreements or obligations hereunder, and such failure shall continue as to (x) above for five (5) days after receipt of written notice, or as to (y) above for ten (10) days after Sublessor shall have given notice to Sublessee specifying such failure (provided that no such notice or opportunity to cure shall be required in an emergency); provided however, if such default described in clause (y) above is not susceptible to being cured within such ten (10)-day period and such default has not caused an event of default under the Base Lease, an Event of Default under the Prior Sublease or the Parking Lot Sublease, or a default under the Agreement of which Landlord or HM Holdings, as the case may be, shall have notified Sublandlord and/or Sublessor, as long as Sublessee shall commence to cure such default within such ten (10)-

day period and shall diligently pursue such cure, said period of cure shall be extended for up to sixty (60) days for so long as Sublessee shall be diligently continuing to pursue the cure of such default; or (ii) an Event of Default shall exist under those certain Lease Guaranties dated as of September 14, 1990 by and between Sublandlord and Sublessee (the "Guaranties"); or (iii) an Event of Default shall exist under the Parking Lot Sublease which was caused by Sublessee or its subtenants or the respective agents, employees, licensees, invitees, servants, contractors or assigns of Sublessee or its subtenant.

(b) In the event of an Event of Default hereunder, Sublessor shall be entitled to exercise all of the remedies reserved unto Sublandlord, HM Holdings and/or Landlord under the Prior Sublease.

(c) In the event the Parking Lot Sublease shall be terminated, this Sublease shall automatically terminate simultaneously therewith.

(d) If Sublessor is in default of any of its obligations under this Sublease for more than twenty (20) days, plus such additional time not to exceed an additional sixty (60) days if such default cannot be cured within the initial twenty (20)-day period, after written notice given to Sublessor by Sublessee hereunder specifically describing such default, then and in that event, but not before, Sublessor shall be deemed to be in default with respect to this Sublease and Sublessee shall have such rights at law or in equity to which it may be entitled. At the same time Sublessee delivers any notice of default to Sublessor hereunder, Sublessee shall also deliver a copy of such notice of default to Sublandlord at its address set forth in the Prior Sublease. Sublessee shall provide Sublandlord with an opportunity to cure such default within thirty (30) days of Sublandlord's receipt of such notice or if such default is not susceptible to being cured within such thirty (30)-day period, then such longer period of time not to exceed an additional sixty (60) days, provided that Sublandlord commenced to cure within the initial thirty (30)-day period and diligently pursues such cure to completion and further provided that during such sixty (60) day period, Sublessee shall have the full beneficial use and enjoyment of the Premises for the conduct of its business. Notwithstanding the foregoing (i) Sublessee hereby waives any right to cancel or terminate this Sublease or to seek a diminution of, or setoff against, any rent, and (ii) Sublessee's rights and remedies shall be subject to the provisions of Paragraph 17 hereof.

8. Termination of Term.

It is agreed that the term of this Sublease shall expire and terminate at the end of the Initial Term without the necessity of any notice by or to any of the parties hereto. If Sublessee or any of its respective subtenants, or licensees or anyone holding the Premises or any part thereof through or under Sublessee or any

of its respective subtenants or licensees, shall occupy the Premises or any part thereof, after such expiration or termination with or without Sublessor's consent, such holding over shall be subject to the terms and provisions of Paragraph 27 of the Prior Sublease.

9. Subordination.

This Sublease shall be subject to and subordinate at all times to the lien of any mortgages and/or deeds of trust now or hereafter made on the Premises and to all advances made or hereafter to be made thereunder unless the mortgagee or holder of the deed of trust elects to have Sublessee's interest hereunder superior to the interest of the mortgagee or holder of such deed of trust.

10. Attornment.

In the event the Premises are sold by deed in lieu of foreclosure or at any foreclosure sale or sales, by virtue of any judicial proceedings or otherwise, or in the event of an Event of Default under the Prior Sublease whereby Sublandlord comes into possession of the Premises, this Sublease shall continue in full force and effect and Sublessee shall attorn to and acknowledge the Sublandlord or foreclosure purchaser or purchasers at such sale as the sublessor or landlord hereunder, as the case may be.

11. Casualty and Condemnation.

In the event of a casualty or condemnation of all or a part of the Premises, this Sublease shall continue in full force and effect unless Sublessor terminates the Prior Sublease in accordance with Paragraphs 19 or 21 thereof in which event this Sublease shall automatically terminate as of the date of termination of the Prior Sublease.

12. Successors and Assigns.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon Sublessor and Sublessee and their respective legal and personal representatives, devisees, heirs, executors, administrators, successors and assigns.

13. Entire Agreement - Governing Law.

This Sublease contains the entire agreement between Sublessor and Sublessee relating to the Premises and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Sublease shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument executed by the parties hereto. This Sublease, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance

with the laws of the State of Maryland (but not included in the choice of law rules thereof).

14. Severability Clause.

Should any provision of this Sublease be void or be or become unenforceable at law or in equity, the remaining provisions hereof shall remain in effect and shall in no way be affected or impaired thereby.

15. Notices.

All notices hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by registered or certified mail, return receipt requested, or deposited with a courier service advertising next day delivery, to Sublessor at 2209 Sulphur Spring Road, Baltimore, Maryland 21227, Attention: C. W. Martin, with a copy to Richard M. Zeidman, Esquire, Linowes and Blocher, 1010 Wayne Avenue, 10th Floor, Silver Spring, Maryland 20910, and to Sublessee at 2209 Sulphur Spring Road, Baltimore, Maryland 21227, Attention: C. W. Martin, with a copy to Richard M. Zeidman, Esquire, Linowes and Blocher, 1010 Wayne Avenue, 10th Floor, Silver Spring, Maryland 20910. The parties may change their respective addresses from time to time by notice to the other in the manner prescribed herein.

16. Surrender.

Upon the expiration or earlier termination of this Sublease, Sublessee shall peaceably leave and surrender the Premises to Sublessor in the same condition in which the Premises were originally received from Sublessor at the commencement of this Sublease, except as repaired, rebuilt, restored, altered or added to as provided in or required by any provision of this Sublease, ordinary wear and tear excepted. If Sublessee is not in default under this Sublease, Sublessee shall remove from the Premises, prior to such expiration or earlier termination of the term of this Sublease, all property situated thereon which is not owned by Landlord, Sublandlord or Sublessor, and, at its sole cost and expense, shall repair, on or prior to such expiration or earlier termination, any damage caused by such removal. Property not so removed shall, at Sublessor's sole option, become the property of Sublessor, or Sublessor may thereafter cause such property to be removed from the Premises and disposed of, with the cost of any such removal and disposition, as well as the cost of repairing any damage caused by such removal, being borne by Sublessee.

17. Liability of Sublessor.

Anything contained in this Sublease to the contrary notwithstanding, Sublessee agrees that Sublessor shall otherwise have absolutely no personal liability with respect to any provision of this Sublease or any obligation or liability arising therefrom or in connection therewith, that Sublessee shall look solely to

Sublessor's leasehold estate in the Premises for the collection or satisfaction of any judgment (or other judicial process), claims or remedies of Sublessee in the event of a default or breach by Sublessor of any of its obligations under this Sublease or for any other cause or reason whatsoever, and that no other assets of Sublessor shall be subject to levy, execution or other judicial process for the satisfaction of Sublessee's claim. This exculpation of liability shall be absolute and without any exception whatsoever.

18. Headings.

The headings of the various paragraphs of this Sublease are for convenience only and are not a part of this Sublease.

19. Survival of Covenants, Agreements and Obligations.

Each and all of the covenants, agreements, obligations and indemnities of Sublessor or Sublessee under this Sublease shall survive the expiration or sooner termination of this Sublease, whether or not such survival shall be specifically stated in any particular provisions of this Sublease.

20. No Merger.

There shall be no merger of this Sublease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Sublease, the Prior Sublease, the Base Lease or the leasehold estate hereby created or any interest in this Sublease or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate.

21. Security.

Sublessee hereby acknowledges and agrees that, pursuant to Paragraph 45 of the Prior Sublease, Sublandlord has a security interest in this Sublease and the rent payable by Sublessee hereunder, and a security interest in other "Leases" and "Rents" (as defined in the Prior Sublease), all as more particularly set forth in Paragraph 45 of the Prior Sublease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed the foregoing Sublease as of the date and year first written above, pursuant to due authority.

ATTEST:

(Assistant) Secretary

[CORPORATE SEAL]

ATTEST:

(Assistant) Secretary

[CORPORATE SEAL]

SUBLESSOR:

GREAT DISTRIBUTION &
WAREHOUSING, INC.,
a Maryland corporation

By: (SEAL)

Name:

Title:

SUBLESSEE:

BEVERAGE CAPITAL CORPORATION,
a Maryland corporation

By: (SEAL)

Name:

Title:

EXHIBIT "A-1"

(DESCRIPTION OF THE PARKING LOT)

SUBLEASE

THIS SUBLEASE is made as of the 14th day of September, 1990, by and between PROCTOR-SILEX, INC., a Delaware corporation ("Sublessor"), and GREAT DISTRIBUTION & WAREHOUSING, INC., a Maryland corporation ("Sublessee").

W I T N E S S E T H:

In consideration of the rental hereinafter agreed upon and the performance of all the covenants and agreements herein contained, Sublessor hereby subleases to Sublessee, and Sublessee hereby rents from Sublessor, all those certain premises (the "Premises") consisting of the parcel of land described in Exhibit "A", attached hereto and by this reference made a part hereof, together with a certain one-story building located thereon containing approximately 312,000 square feet (the "Building"), lying and being in Baltimore County, Maryland, and known as 2209 Sulphur Spring Road, and all other buildings, structures, additions, alterations and other improvements now or hereafter constructed and to be constructed thereon, and all easements, rights and appurtenances relating thereto, upon the following terms and conditions:

1. Base Lease and Agreement.

(a) In addition to the matters described in Paragraph 29 hereof, Sublessee acknowledges and agrees that this Sublease is and shall be expressly subject and subordinate to (i) that certain lease, dated as of July 1, 1966, by and between Lymington Associates, a New York partnership, as lessor ("Landlord"), and Proctor-Silex Incorporated, a New York corporation, as lessee, together with the assignments thereof, dated as of March 8, 1984, from SCM Corporation, a New York corporation and the successor by merger with Proctor-Silex Incorporated ("SCM"), to Proctor-Silex, Inc., and dated April 8, 1985 from Proctor-Silex, Inc. to WearEver Proctor-Silex, and the consents of Lymington Associates to said assignments (said lease and all assignments thereof and consents thereto being hereinafter collectively referred to as the "Base Lease"); and (ii) that certain Master Reentry and Indemnification Agreement, dated as of September 2, 1983, by and between SCM and Proctor-Silex, Inc., as amended by that certain First Amendment to Master Reentry and Indemnification Agreement, dated March 8, 1984 (said Master Reentry and Indemnification Agreement, together with the First Amendment thereto and all future amendments thereto are hereinafter collectively referred to as the "Agreement"). A copy of the Base Lease has been furnished to Sublessee, and Sublessee hereby acknowledges receipt of the same.

(b) Sublessor and Sublessee agree that HM Holdings, Inc. ("HM Holdings"), the successor by merger with SCM, shall

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Att. C

be a third party beneficiary of Sublessee's obligations hereunder.

(c) Sublessee and Sublessor agree that upon the occurrence of an Event of Default which is not cured within applicable grace period under the Base Lease, as described in Paragraph 21 of the Base Lease, HM Holdings shall have the right, at its option, to sue for and collect from Sublessor and/or Sublessee "Basic Rent" (as hereinafter defined), "Supplemental Rent" (as hereinafter defined), and all other "rent" (as hereinafter defined), due under this Sublease, subject to the Base Lease and the Agreement.

(d) Sublessee hereby agrees to assume and perform all of the obligations and liabilities of Sublessor and/or HM Holdings under the Base Lease and the Agreement (as it relates to the Premises), as and when the same are to be performed or paid, as the case may be, all in accordance with the terms of this Sublease; provided, however, that Sublessor shall indemnify, defend and hold harmless Sublessee from and against any and all losses, costs, expenses, damages and liabilities arising from or in connection with any amounts to be paid or obligations to be performed by Sublessor, as lessee under the Base Lease or assignee under the Agreement, to the extent that such amounts or obligations exceed or are in addition to the obligations and/or liabilities of Sublessee pursuant to the terms of this Sublease, excluding this Paragraph 1(d).

2. Term.

(a) (i) The initial term of this Sublease (the "Initial Term") shall commence on January 1, 1991 (the "Commencement Date") and shall end at midnight on December 31, 2000. Provided that as of the date Sublessee is required to exercise its right to extend the term of the Sublease, as set forth in Paragraph 2(a)(ii) hereof, there shall be no Event of Default under this Sublease and provided further that this Sublease or the Base Lease shall not be sooner terminated, Sublessee shall have the right and option to extend the Initial Term of this Sublease for two (2) consecutive extended terms of ten (10) years each (the "Extended Terms"), on the same terms and conditions as during the Initial Term, except for rent; provided, however, that the option for the second Extended Term shall be exercisable only if Sublessee shall have exercised the first Extended Term. Whenever any reference is made in this Sublease to "the term of this Sublease", such reference shall be deemed to include the Initial Term and the Extended Terms which shall have been exercised by Sublessee in accordance with the express provisions of Paragraph 2(a)(ii) of this Sublease.

(ii) Sublessee shall exercise its right to extend the term of this Sublease for each Extended Term first by giving Sublessor written notice of its intent to exercise such right no earlier than August 15 and no later than September 15 of the

next to last year of the Initial Term or of the first Extended Term, as the case may be (the "Notice Year"). On or before October 1 of the Notice Year, Sublessor and Sublessee shall each select one (1) MAI appraiser familiar with rental values of industrial warehouse space in the Baltimore, Maryland metropolitan area, and the two (2) appraisers so selected by Sublessor and Sublessee shall designate a third MAI appraiser with similar qualifications (the three (3) appraisers being hereinafter collectively referred to as the "Appraisers"). In the event Sublessor or Sublessee shall fail to select an Appraiser, as aforesaid, on or before October 1 of the Notice Year, the party who shall have timely selected an Appraiser shall, on or before October 8 of the Notice Year, select an Appraiser for the failing party. In the event that the two (2) Appraisers selected by Sublessee and/or Sublessor shall be unable to designate a third Appraiser on or before October 15 of the Notice Year, the president of Maryland Chapter No. 26 of the American Institute of Real Estate Appraisers shall be asked to select such third Appraiser. Within sixty (60) days after the appointment of the third Appraiser, each of the Appraisers shall determine and shall deliver to Sublessor and Sublessee his written appraisal (the "Appraisals") describing the then fair market "industrial gross" rent per square foot for the Premises. As used herein, the term "industrial gross" shall mean that the landlord is responsible for maintaining, repairing and replacing the roof, foundation/slab and structure, for paying base year taxes (i.e., the first year of each applicable Extended Term) and insurance and for exterior maintenance, with the tenant being responsible for everything else required under the terms of this Sublease, taking into account rentals for warehouse facilities comparable to the Premises [including the Building and all amenities thereto and the "Parking Lot" (as defined in Paragraph 23(a) hereof)] located in the Baltimore, Maryland metropolitan area (the "Fair Market Rent"), any such appraisals shall exclude the value of any capital improvements, additions, alterations or equipment paid for by Sublessee during the term of this Sublease other than such improvements, additions, alterations and equipment required to be made or supplied by Sublessee under this Sublease. The Fair Market Rent, as determined by the three (3) Appraisals shall be added together and divided by three (3) and the resulting quotient shall be hereinafter referred to as the "Average Rent". The costs and expenses of the Appraisers and the Appraisals shall be shared equally between Sublessor and Sublessee. In order to consummate Sublessee's exercise of its option to extend the term of this Sublease for an Extended Term, Sublessee shall, within ten (10) business days after all three (3) of the Appraisals shall have been delivered to Sublessee, notify Sublessor in writing of Sublessee's desire to extend the term of this Sublease for the applicable Extended Term (the "Final Notice").

(b) By written notice to Landlord, a true and correct copy of which is attached to and made a part of this Sublease as Exhibit "B", Sublessor has exercised its options to extend the

term of the Base Lease through October 31, 2001. The remaining four (4) extended terms of five (5) years each (as defined in the Base Lease) shall be exercised by Sublessor in accordance with the following provisions:

(i) Within sixty (60) days after Sublessor's receipt of any Final Notice, Sublessor covenants and agrees to exercise the next succeeding two (2) extended terms (as defined in the Base Lease) by giving written notice to Landlord in accordance with Paragraph 23 of the Base Lease. Notwithstanding the foregoing, Sublessor shall not be required to exercise any remaining extended term under the Base Lease if, at the time of such exercise, there shall exist an Event of Default by Sublessee under this Sublease.

(ii) Sublessor shall promptly provide Sublessee with a copy of its notice to extend any remaining extended term (as defined in the Base Lease) in accordance with Paragraph 38 hereof. In the event Sublessee does not timely receive its copy of Sublessor's notice to extend any extended terms (as defined in the Base Lease) as aforesaid, Sublessee shall automatically be designated as attorney-in-fact on behalf of Sublessor for the purpose of exercising any extended terms (as defined in the Base Lease) which Sublessor is required to exercise under this Sublease, and Sublessee shall promptly provide Sublessor, in accordance with Paragraph 38 hereof, with a copy of any such notice to extend an extended term as defined in the Base Lease. The power of attorney granted hereunder shall be irrevocable and shall be deemed coupled with an interest.

3. Rent.

(a) Sublessee covenants to pay to Sublessor as basic rent in advance and without notice or demand and without any setoffs or deductions whatsoever, during the term of this Sublease, the respective amounts set forth in Schedule B of the Base Lease, which Schedule B is hereby incorporated into and made a part of this Sublease as Exhibit "C" hereto (the "Basic Rent"); and provided Sublessor receives payments of Basic Rent from Sublessee when due hereunder, Sublessor covenants to pay the Basic Rent to the Landlord, without notice or demand and without any setoffs or deductions whatsoever, during the term of this Sublease, on or before "Sublessor's Basic Rent Payment Dates" (as defined below). Notwithstanding the terms and provisions of Exhibit "C" hereto,

(i) each installment of Basic Rent shall be paid by Sublessor to the Landlord under the Base Lease in quarterly installments on the first day of each October, January, April and July during the term of this Sublease (the "Sublessor's Basic Rent Payment Dates"), and

(ii) each installment of Basic Rent shall be due and payable by Sublessee to Sublessor in quarterly installments

on the first day of each September, December, March and June during the term of this Sublease (the "Basic Rent Payment Dates"); provided, however, that on the Commencement Date, Sublessee shall pay to Sublessor the first installment of Basic Rent, with the next Basic Rent Payment Date being March 1, 1991.

Within ten (10) days after each Sublessor's Basic Rent Payment Date, Sublessor shall forward copies of transmittal checks evidencing that its installment of Basic Rent has been timely paid on or before the Sublessor's Basic Rent Payment Date. Notwithstanding any provision in this Sublease to the contrary, (i) in addition to Sublessee's obligation to pay the first installment of Basic Rent on the Commencement Date, Sublessee shall also pay to Sublessor on the Commencement Date the sum of Four Thousand Two Hundred Fifty and No/100 Dollars (\$4,250.00), which sum represents the Basic Rent for the month of January, 1991; and (ii) after the expiration of the term of this Sublease, if no Event of Default shall then exist and if Sublessee and its subtenants, successors, assigns or any other parties claiming by, through or under Sublessee shall not still occupy the Premises or any part thereof, Sublessor shall promptly return to Sublessee any portion of the Basic Rent prepaid by Sublessee which is applicable to any period subsequent to the term of this Sublease. Sublessor agrees to pay to Landlord all amounts of Basic Rent received from Sublessee; provided, however, Sublessor shall have no liability whatsoever to Sublessee, or to Sublessee's subtenants, successors, assigns or any other parties claiming by, through or under Sublessee, for Sublessor's failure to pay the Basic Rent to Landlord under the Base Lease when and as required in Exhibit "C" if Sublessee shall fail to pay Basic Rent to Sublessor in the amounts and on the Basic Rent Payment Dates specified in this Paragraph 3(a).

(b) Sublessee further agrees to pay to Sublessor during the term of this Sublease, supplemental rent (the "Supplemental Rent"), as follows:

(i) During the first year of the Initial Term, the Supplemental Rent shall be equal to Two Dollars (\$2.00) per square foot of the Premises, per annum. Commencing on January 1, 1992 and on each January 1 thereafter during the Initial Term, the Supplemental Rent shall increase at the rate of six cents (\$0.06) per square foot of the Premises, per annum.

(ii) During the first year of the first Extended Term, if any, the amount of the Supplemental Rent payable by Sublessee to Sublessor shall be calculated by using the following formula:

$$\$2.60 + 1/2 \quad (2/3 \text{ Average Rent} - \$2.60).$$

For example, assuming that the Average Rent determined during the Notice Year which occurs during the Initial Term is

determined to be equal to \$4.23, the Supplemental Rent during the first year of the first Extended Term would be equal to \$2.71, calculated as follows:

$$\begin{aligned} & \$2.60 + 1/2 [(2/3 \times \$4.23) - \$2.60] = \\ & \$2.60 + 1/2 (2.82 - 2.60) = \\ & \$2.60 + 1/2 (0.22) = 2.60 + \$0.11 = \$2.71. \end{aligned}$$

On January 1 of each subsequent year during the first Extended Term, the Supplemental Rent payable during the first year of the first Extended Term shall be increased at a rate of three percent (3%) per annum non-compounded. For example, if the Supplemental Rent during the first year of the first Extended Term is equal to \$2.71, the Supplemental Rent for the second year of the first Extended Term and for each additional year of the first Extended Term shall be increased by \$0.0813 per year.

(iii) During the first year of the second Extended Term, if any, the amount of the Supplemental Rent payable by Sublessee to Sublessor shall be calculated by using the following formula:

$$\text{Adjusted Supplemental Rent} + 1/2 (2/3 \text{ Average Rent} - \text{Adjusted Supplemental Rent}).$$

The "Adjusted Supplemental Rent" is the amount equal to the sum of the Supplemental Rent payable during the last year of the first Extended Term, plus three percent (3%) of the Supplemental Rent payable during the first year of the first Extended Term. For example, assuming that the Average Rent determined during the Notice Year which occurs during the first Extended Term is determined to be equal to \$6.24, the Supplemental Rent payable during the last year of the first Extended Term is equal to \$3.4417, and three percent (3%) of the Supplemental Rent payable during the first year of the first Extended Term is equal to \$0.0813, the Supplemental Rent during the first year of the second Extended Term would be equal to \$3.842, calculated as follows:

$$\begin{aligned} & (\$3.4417 + \$0.0813) + 1/2 [(2/3 \times \$6.24) - (\$3.4417 + \$0.0813)] = \\ & \$3.523 + 1/2 [\$4.16 - \$3.523] = \\ & \$3.523 + 1/2 (\$0.639) = \$3.523 + \$0.3185 = \$3.842 \end{aligned}$$

On January 1 of each subsequent year during the second Extended Term, the Supplemental Rent payable during the first year of the second Extended Term shall be increased at a rate of three percent (3%) per annum non-compounded. For example, if the Supplemental Rent during the first year of the second Extended Term is equal to \$3.842, the Supplemental Rent for the second year of the second Extended Term and for each additional year of the second Extended Term shall be increased by \$0.1153 per year.

(c) Sublessor and Sublessee hereby acknowledge and agree that whenever Basic Rent and/or Supplemental Rent shall be

calculated on a per square foot basis, they shall be multiplied by 312,000, being the agreed upon square footage of the Building, in determining the total Basic Rent and/or Supplemental Rent for the Premises.

(d) Sublessee shall pay the Supplemental Rent for the Premises, in advance and without notice or demand and without any setoffs or deductions whatsoever, in equal monthly installments commencing on the Commencement Date and continuing on the first day of each month thereafter during the term of this Sublease.

(e) Sublessee shall also pay to Sublessor upon demand, as rent hereunder, interest at the rate of thirteen percent (13%) per annum on all overdue installments of Basic Rent or Supplemental Rent due hereunder and on all overdue amounts of rent relating to obligations which Sublessor shall pay for or on behalf of Sublessee from the due date thereof until fully paid. (All Basic Rent, Supplemental Rent, and other sums due under this Sublease are sometimes hereinafter collectively referred to as the "rent".)

(f) All rent due under this Sublease shall be paid to Sublessor at 4421 Waterfront Drive, Glen Allen, Virginia 23060, Attention: Arnold H. Dreyfuss, or at such other place or to such other designee of Sublessor as Sublessor may from time to time designate in writing. Sublessee covenants and agrees to pay the rent herein reserved and each installment thereof promptly when and as due, together with all other sums required to be paid by Sublessee hereunder, all of which sums shall be deemed rent.

4. Covenants.

(a) Sublessee covenants and agrees that it will not do or cause to be done or suffer or permit any act or thing to be done by Sublessee or its subtenants or anyone holding the Premises or any part thereof through or under Sublessee, or their respective employees, agents, contractors, licensees, invitees, successors or assigns of any of the foregoing, which would cause this Sublease, the Agreement, the Base Lease, the "Bev Cap Sublease" (as hereinafter defined) or the "Guaranty" (as hereinafter defined), or the rights of Sublessor or HM Holdings under this Sublease, the Agreement, the Bev Cap Sublease, the Guaranty or the Base Lease to be cancelled, terminated, forfeited or prejudiced, or which would make HM Holdings or Sublessor liable for any damages, claims, fines, penalties, costs of expenses thereunder, and Sublessee shall indemnify, defend and hold harmless Sublessor from and against any and all losses, costs, expenses, damages and liabilities to the fullest extent required in Paragraph 17 hereof on account thereof.

(b) (i) Sublessor covenants that upon receipt of a notice from Landlord or HM Holdings alleging the existence of an

event of default under the Base Lease or a default under the Agreement, Sublessor shall immediately deliver a copy of any such notice of default to Sublessee.

(ii) Sublessor covenants that it will not (1) voluntarily terminate or surrender the Base Lease, or (2) seek or consent to any amendment, modification, addendum to or variation of any of the terms of the Base Lease or the Agreement (as it relates to the Premises) without Sublessee's prior written consent in each instance, which consent may be withheld in Sublessee's sole discretion.

(c) Sublessor and Sublessee each covenant and agree that, except as otherwise provided in Paragraphs 4(d) and 4(e) hereof, in the event compliance with any of the obligations of Sublessor hereunder requires or is conditioned upon the taking of any action by Landlord under the terms of the Base Lease, which action is not taken by Landlord, and which failure to act shall not be an event of default or, with only the passage of time, become an event of default by Landlord under the Base Lease, then Sublessor shall be excused from the performance of that obligation hereunder until such time as Landlord shall take such action. In such event, except as otherwise provided in Paragraphs 4(d) and 4(e) hereof, Sublessor's obligations shall be limited to the making of a request to Landlord so to comply and, in the event Landlord does not act, to the assignment by Sublessor to Sublessee, at the request of Sublessee, without any recourse to Sublessor whatsoever, of Sublessor's right to obtain compliance with such term of the Base Lease and the cooperation by the Sublessor, at the request and expense of Sublessee, with any action Sublessee shall take in order to compel such action by Landlord. If the taking of any action by Sublessee hereunder is conditioned upon the consent thereto by Sublessor, Sublessor shall consent to such action if Landlord shall first have consented to the same action under the Base Lease to the extent Landlord's consent is required thereunder. If Landlord's consent is required and Landlord withholds or denies its consent to any such action, Sublessor may withhold or deny its consent to the same action without any liability whatsoever to Sublessee except as otherwise provided in Paragraphs 4(d) and 4(e) hereof and shall assign to Sublessee, without any recourse whatsoever, Sublessor's rights and remedies, if any, against Landlord in respect of the withholding or denial of such consent. Any assignment of rights and remedies under this Paragraph 4(c) shall be subject to the terms of Paragraphs 4(d) and 4(e) hereof and shall not include the right to proceed in the name of Sublessor, except as otherwise provided in Paragraphs 4(d) and 4(e) hereof, and Sublessee shall indemnify, defend and save harmless Sublessor to the fullest extent required by Paragraph 17 hereof from any and all losses, liabilities, costs, expenses and damages arising from or in connection with the exercise or attempted exercise by Sublessee of the rights and remedies so assigned.

(d) (i) If following Sublessor's demand or request therefor, (1) Landlord shall fail to pay or remit or cause to be paid or remitted to Sublessor any sums of money Landlord is required to pay or remit or cause to be paid or remitted to Sublessor pursuant to any provision of the Base Lease (and thereafter to be paid or remitted by Sublessor to Sublessee under this Sublease), (2) Landlord shall contest or otherwise fail to recognize Sublessor's rights of termination as expressly set forth in the Base Lease, (3) Sublessor is deemed to be in default by Landlord under the Base Lease by virtue of the assignment, or (4) Landlord terminates or attempts to terminate the Base Lease for any reason other than an event of default by Sublessor under the Base Lease which is not caused by an Event of Default under this Sublease by Sublessee or its subtenants or anyone holding the Premises or any part thereof through or under Sublessee or their respective employees, agents, contractors, licensees, invitees, successors or assigns, then Sublessor shall have no liability whatsoever to Sublessee under this Sublease with respect thereto, and Sublessor agrees to assign and set over to Sublessee, without any recourse whatsoever, any and all claims, rights, and causes of action which Sublessor may at any time have against Landlord arising from any breach of or an event of default under the Base Lease by Landlord, in which event Sublessee shall act diligently and in good faith in the exercise of such rights and shall keep Sublessor informed on a current basis as to the status of such matters. Sublessee shall, in such event, or in the events set forth in the last two (2) sentences of this subparagraph, indemnify, defend and save harmless Sublessor* from any and all losses, costs, liabilities, expenses and damages to the fullest extent required by Paragraph 17 hereof, arising from or in connection with any such actions and in addition, Sublessee shall indemnify, defend and save harmless Sublessor from any and all damages, losses, costs, expenses and other sums which may be claimed by Landlord from Sublessor by means of counterclaim, cross claim, third party claim, set off, recoupment or any other method or means of claim brought against Sublessor in connection with the Base Lease. Sublessor shall cooperate fully with Sublessee in the conduct of such action and shall comply with any reasonable directions of Sublessee in respect thereof. Sublessor shall have no liability to Sublessee whatsoever if any action commenced by Sublessor hereunder shall not be successful. Despite the foregoing, if the assignment by Sublessor to Sublessee of its claims, rights, and causes of action against Landlord, is not effective under the law to vest in Sublessee the rights and remedies intended to be vested thereby or is deemed to be a default under the Base Lease or under the Agreement, then Sublessor shall have no liability whatsoever to Sublessee under this Sublease with respect thereof, but Sublessor shall upon request of Sublessee, commence and prosecute to completion an action against Landlord to compel the payment or omission by Landlord of the sums payable for it to be remitted to Sublessor by Landlord pursuant to Base Lease. Sublessor shall act diligently and in good faith

in the exercise of such rights and shall keep Sublessee informed on a current basis as to the status of any such matters.

(ii) Notwithstanding anything to the contrary set forth in this Paragraph 4, in the event the continued use and beneficial enjoyment by Sublessee of all or any portion of the Premises in accordance with Paragraph 5(a) hereof, shall be materially impaired or disturbed for any reason arising from or in connection with the acts or omission of Landlord or HM Holdings and provided that such acts or omissions are not caused by an Event of Default under this Sublease or the unlawful acts, omissions or negligence of Sublessee, its subtenants or anyone holding the Premises or any part thereof through or under Sublessee or its or their respective agents, employees, licensees, invitees, servants, contractors, successors or assigns, then, in addition to any other rights or remedies available to Sublessee under the terms of this Sublease or at law or in equity, and provided Sublessor shall have no liability to Sublessee with respect thereto, Sublessee shall have the right to a proportional abatement of Supplemental Rent (as determined in accordance with the next succeeding sentence) during any period of time that its continued use and beneficial enjoyment of the Premises for the conduct of its business shall be materially impaired or disturbed. The proportional abatement of Supplemental Rent shall be calculated on a per diem basis by multiplying the Supplemental Rent otherwise due for the period of deprivation of use and enjoyment as aforesaid, by a fraction the numerator of which is the square footage of the Premises for which Sublessee has been substantially deprived of its beneficial use and occupancy and the denominator of which shall be the total square footage of the Premises. In the event Sublessee shall be deprived of the beneficial use and enjoyment of all or substantially all of the Premises, then all Supplemental Rent and Basic Rent, and other sums due under this Sublease shall be abated for such period of time. If Sublessee is deprived of less than all or substantially all of the Premises as aforesaid, then Supplemental Rent shall be proportionally abated as hereinabove set forth but Sublessee shall continue to be obligated to make payments of Basic Rent, and all other sums due hereunder.

(e) Notwithstanding anything to the contrary set forth in this Paragraph 4, Sublessor's obligation to assign its rights against Landlord to Sublessee shall be subject to and conditioned upon (i) no Event of Default existing under this Sublease at the time such assignment is required, (ii) such assignment being effective under applicable law and not being deemed an event of default by Sublessor under the Base Lease or a default by HM Holdings under the Agreement, and (iii) Sublessor's election not to exercise such rights directly against Landlord. Within thirty (30) days of receipt of written request from Sublessee, Sublessor shall advise Sublessee whether or not it will exercise its rights against Landlord.

Sublessor's failure to notify Sublessee within such thirty (30)-day period shall be deemed to be a waiver by Sublessor of such right to proceed directly against Landlord and Sublessee shall thereupon be entitled to take all necessary actions pursuant to the assignment of rights granted hereunder. If Sublessee shall exercise such rights directly against Landlord, Sublessee shall act diligently and in good faith in the exercise of such rights, shall keep Sublessor informed on a current basis as to the status of such matters and shall not take any action which may cause or result in an event of default under the Base Lease or a default under the Agreement.

5. Use and Representations and Warranties.

(a) Use. Sublessee, its subtenants, or its or their agents, employees, licensees, and invitees are entitled to use and occupy the Premises, during the term of this Sublease, for any lawful purpose; provided, however, Sublessee shall not use the Premises for the storage, use, disposal, manufacture or release of or as a depository, landfill or dump for "Hazardous Materials" [as defined in Paragraph 12(b) hereof], or for any other purposes prohibited by Paragraph 12(b) hereof, without first obtaining Sublessor's prior written consent, which such consent may be withheld in Sublessor's sole discretion.

(b) Sublessor's Representations and Warranties. As of the date hereof, Sublessor makes, and as of the Commencement Date, Sublessor shall make, the following covenants, representations and warranties for the benefit of Sublessee:

(i) Subject to the satisfaction of Paragraph 46 hereof, Sublessor has full right and power to grant the estate as demised herein, and to execute and deliver this Sublease and perform its obligations under this Sublease, all without notice to, or the consent of, any other person or entity; Sublessor has obtained all necessary consents of its Board of Directors to its entry into and performance of this Sublease and the president or executive vice president of Sublessor is duly authorized to execute this Sublease on behalf of Sublessor. Sublessor shall furnish to Sublessee upon request, copies of Sublessor's authorizing resolutions, authorizing Sublessor's entry into and performance under this Sublease.

(ii) Sublessor has not made, and shall not make, any commitments or representations to any applicable governmental authority, or to any adjoining or surrounding property owner, which would in any manner be binding upon Sublessee or materially interfere with Sublessee's right or ability (if it so elects) to utilize the Premises as a warehouse and distribution center for bottled and canned beverage and food products, all in full accordance with the provisions of this Sublease; and that Sublessor has no knowledge of any such commitments or representations made by any of Sublessor's predecessors in leasehold title.

(iii) Sublessor's leasehold estate in and to the Premises is free and clear of any mortgages, deeds of trust, liens, encumbrances, restrictions and violations, or claims or notices thereof, and free and clear of any judgments, leases, tenancies, claims for unfilled mechanics' liens, and other matters affecting title thereto except as set forth in Exhibit "E" attached hereto and made a part hereof.

(iv) Except for a possible taking for the widening of Interstate 695, Sublessor has no notice of any pending or threatened taking by a governmental or quasi-governmental agency acting under the power of eminent domain, or that any taking is contemplated, and Sublessor has not requested or supported any such taking.

(v) To the best knowledge of Christopher Zachwieja, Manager - Corporate Environment Engineer, Product Safety and Reliability and without independent investigation of any kind: (1) except for the buried fuel tanks as described in Paragraph 12(e) hereof, no portion of the Premises has been used as a landfill, dump or depository for Hazardous Materials; (2) except for the existence of the buried fuel tanks described in Paragraph 12(e) hereof, and the existence of any asbestos as may be located in the Building, no portion of the Building has been used for the storage, use, treatment, or disposal of Hazardous Materials; (3) except for the buried fuel tanks described in Paragraph 12(e) hereof, no Hazardous Materials have been deposited on, or buried within, any portion of the Premises; and (4) Sublessor has neither filed nor been required to file any reports of Hazardous Materials found or known to have been disposed of on the Premises with any state, federal, or regional governmental agency.

(c) Sublessee's Representations and Warranties. As of the date hereof, and as of the Commencement Date, Sublessee covenants, represents and warrants, for the benefit of Sublessor, that Sublessee has full right and power to execute and deliver this Sublease and perform its obligations under this Sublease, all without notice to, or the consent of, any other person or entity; Sublessee has obtained all necessary consents of its Board of Directors to its entry into and performance of this Sublease and the president or executive vice president of Sublessee is duly authorized to execute and deliver this Sublease on behalf of Sublessee. Sublessee shall furnish to Sublessor upon request, copies of Sublessee's authorizing resolutions, authorizing Sublessee's entry into and performance under this Sublease.

6. Acceptance of Premises.

The Premises are demised and leased subject to the provisions of the Base Lease and the Agreement, including, without limitation, the rights of Landlord under the Base Lease,

the rights and obligations of Sublessor and HM Holdings under the Base Lease and the Agreement and the existing state of the title thereof as of the Commencement Date. Sublessee acknowledges that it has fully inspected the Premises prior to the execution of this Sublease and is thoroughly acquainted with their condition and agrees to accept the Premises in an "AS IS" condition. Sublessee further acknowledges and agrees that Sublessor has not made any warranties or representations, oral or written, with respect to (a) the condition or state of repairs of the Premises, or (b) the use or fitness of the Premises for any particular purpose. Sublessor shall not be responsible for making or have any obligation to make any improvements or repairs to the Premises, structural or otherwise, or for obtaining any governmental approvals or permits necessary to enable Sublessee to occupy or use the Premises, such approvals or permits being the sole responsibility of Sublessee.

Sublessor shall not be responsible for obtaining any certificates of occupancy or other approvals required by Sublessee; provided, however, that Sublessor shall cooperate in good faith, but at no expense to itself, with Sublessee's efforts to obtain such approvals, permits and certificates.

7. Quiet Enjoyment.

If and so long as Sublessee, its subtenants, or its or their agents, employees, licensees, invitees, servants, contractors, successors or assigns, and all other persons and entities occupying the Premises by, through or under Sublessee or its subtenants, shall observe and perform all covenants, agreements and obligations required to be observed and performed by Sublessee hereunder, the peaceful and quiet occupation and enjoyment of the Premises by Sublessee, its subtenants or its or their agents, employees, licensees, invitees, servants, contractors, successors or assigns, or any other persons and/or entities occupying the Premises by, through or under Sublessee, or its subtenants or licensees, shall continue undisturbed, free of hindrance or molestation by Sublessor, Landlord, HM Holdings or any party claiming by or through Sublessor, Landlord and/or HM Holdings. Sublessor, Landlord and HM Holdings and their respective agents may enter upon and examine the Premises during all regular business hours (and in emergencies at all times). However, nothing herein shall be deemed to impose any duty upon Sublessor, Landlord or HM Holdings to make any repairs or improvements in or to the Premises which, under the provisions of this Sublease, Sublessee shall be required to perform, and the performance thereof by Sublessor, Landlord or HM Holdings shall not constitute a waiver of Sublessee's default in failing to perform the same. Sublessor shall in no event be liable for any inconvenience or disturbance to Sublessee by reason of the performance of any work performed pursuant to Paragraphs 10, 12 and 31 hereunder or any work performed in an emergency; provided, however, Sublessor covenants that it shall make best

efforts not to unreasonably or materially disturb Sublessee's use, operation, and enjoyment of the Premises. Nothing contained in this Paragraph 7 shall be construed to prevent Sublessee from obtaining injunctive relief against Sublessor for violation of this covenant of quiet enjoyment.

8. Sublease to be Net.

It is the intent of the parties that this Sublease shall be an absolute net lease, yielding net to Sublessor the rent due hereunder, and all costs, expenses, covenants, conditions, agreements and obligations of every kind and nature relating to the Premises shall be paid and performed by Sublessee, and shall be absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim which Sublessee may otherwise have against Sublessor. Sublessee hereby acknowledges and agrees that it will not at any time suspend or discontinue any payments (except in accordance with Paragraphs

4(e)(iii), 19 and 21) or fail to observe and perform any of its other covenants, conditions, agreements and obligations under this Sublease.

9. Utilities.

Sublessee shall pay all deposits for meter and utility services relating to the Premises and shall pay promptly, when due, all electricity, gas, water, sewer, telephone and other utility charges and charges for any other services used in the Premises during the term of this Sublease. Sublessor shall not be liable in damages or otherwise for any interruption in the supply of any utility to the Premises nor shall any such interruption constitute any ground for an abatement of any rent. Sublessee shall not at any time overburden or exceed the capacity of the utility facilities. Sublessee agrees to furnish to Sublessor or to Landlord, for the account of Sublessor, as lessee under the Base Lease, within fifteen (15) days after written demand therefor, proof of the payment of any such utility charge payable by Sublessee under this Paragraph 9. Within thirty (30) days after termination or the expiration of this Sublease (except for termination resulting from an Event of Default by Sublessee hereunder), Sublessor shall reimburse Sublessee for any prepaid utility charges which relate to a period after termination or expiration.

10. Maintenance, Repairs and Replacement.

(a) Sublessee agrees that it will, at its sole cost and expense, keep and maintain the Premises, including the Building and any altered, rebuilt, additional or substituted buildings, structures and other improvements thereto, in good repair and appearance during the continuance of the term of this Sublease, ordinary wear and tear excepted, and will with reasonable promptness make all structural and non-structural, foreseen and unforeseen, ordinary and extraordinary changes and

repairs of every kind and nature which may be required to be made upon or in connection with the Premises or any part thereof in order to keep and maintain the Premises in such good repair and appearance, including, but not limited to, the roof, the foundation, the floor, all glass, all interior and exterior walls, the heating, ventilation, air conditioning, electrical, plumbing, sprinkler and sewer systems and all fixtures and equipment installed therein. Sublessee shall repair, maintain and replace the parking area, sidewalks, easements and other appurtenances thereto and perform all landscaping, if any, for the Premises and Sublessee shall be responsible for all costs thereof. Landlord and Sublessor shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to, the Premises or any part thereof, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to maintain the Premises or any part thereof in any way, and Sublessee hereby expressly waives the right to make repairs at the expense of Landlord and/or Sublessor which may be provided for in any statute or law in effect at the time of the execution of this Sublease or the Base Lease or any other statute or law which may thereafter be enacted.

(b) In the event Sublessee shall not proceed promptly and diligently to commence to make any repairs or commence performance of any obligation imposed upon Sublessee by Paragraph 10(a) above within fifteen (15) days after written notice thereof shall have been given to Sublessee (provided that no such written notice shall be required in an emergency), Sublessor may, at its option and in addition to any other remedies it may have, in equity or at law or under this Sublease, enter upon the Premises and do and perform the items specified in said notice, without liability on the part of Sublessor for any loss or damage resulting from any such action by Sublessor, except as may be caused by Sublessor's negligence or intentional misconduct and except as provided in Paragraph 7 hereof. To the extent Sublessor expends any sums pursuant to this Paragraph 10(b), Sublessor shall be entitled to reimbursement from Sublessee as set forth in Paragraph 31.

(c) In the event that any building (excluding the Building as it exists on the date of this Sublease), structure or other improvement to the Premises, shall hereafter be constructed upon the Premises, or shall encroach upon any property, street or right-of-way adjoining or adjacent to the Premises, or shall violate the agreements or conditions contained in any restrictive covenant affecting the Premises or any part thereof, or shall hinder or obstruct any easement or right-of-way to which the Premises are subject or shall impair the rights of others under any such easement or right-of-way, then promptly after the written request of Sublessor or Landlord or of any person affected by any such encroachment, violation, hindrance, obstruction or impairment, Sublessee shall, at its sole cost and expense, either (i) obtain valid and effective

waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation, hindrance, obstruction or impairment, whether or not the same shall affect Sublessor, Landlord, Sublessee or all of them, or (ii) make such changes in the buildings, structures and other improvements to the Premises and take such other actions as shall be necessary to remove such encroachments, hindrances or obstructions and to end such violations or impairments, including, if necessary, the alteration or removal of any building, structure or other improvement to the Premises. Any such alteration or removal shall be made in conformity with the requirements of Paragraph 18(a) hereof, in the case of any such removal, to the same extent as if removals were alterations under the provisions of Paragraph 18(a) hereof.

11. Taxes.

(a) Except as provided in Paragraph 13 of this Sublease, Sublessee shall directly pay to the taxing authority when due all real estate taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the Commencement Date and whether or not to be completed within the term of this Sublease), levies, fees, water and sewer charges and all other governmental charges, general and special, ordinary and extraordinary, and whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which are at any time during the continuance of this Sublease levied upon or assessed against the Premises or any part thereof, or any Basic Rent, Supplemental Rent or other rent reserved or payable hereunder, or upon this Sublease or the Base Lease or the leasehold estate hereby created or created by the Base Lease, and all other taxes of every kind payable in connection with the use, occupancy or conduct of business on any part of the Premises, including, but not limited to, any use, occupancy, business, privilege, license, sales and excise tax or personal property tax assessed, levied, charged or laid on the Premises (collectively, "Taxes") insofar as and to the extent that they pertain to, or shall, if not timely paid, become a lien upon, the Premises during the term of this Sublease. In no event however, shall Sublessee be liable for any federal or foreign income taxes assessed, levied or imposed against Sublessor or any municipal, county, state, federal, or foreign capital levy, excess profits or corporate franchise or income taxes assessed, levied or imposed upon Sublessor, Landlord or HM Holdings or any income, profits or revenue tax, assessment or charge imposed upon the rent payable hereunder or any taxes or charges in replacement or substitution of, or similar in character to, the foregoing.

(b) In the event that any Taxes may be legally paid in installments, Sublessee shall have the option to pay such Taxes in installments. In the event Sublessee elects to pay such Taxes in installments, Sublessee shall be liable only for

those installments of Taxes or portions thereof which are applicable to any period during the term of this Sublease whether or not due and payable during the term of this Sublease. Upon the termination of the term of this Sublease, if Sublessee shall have paid any Taxes which are applicable to a period after the term of this Sublease, Sublessee shall have the right to recover such amounts from Sublessor which shall be applicable to such period after the expiration of the term of this Sublease, net of any amounts owing to Sublessor on account of an Event of Default by Sublessee hereunder, provided, however, Sublessor shall not be required to refund to Sublessee any use, occupancy, business, privilege, license, sales or excise tax or personal property taxes or similar items thereto.

(c) Sublessor agrees to promptly provide Sublessee with copies of all bills for the Taxes and Sublessor shall be liable for the payment of any late fees or fines resulting from Sublessor's failure to timely deliver such tax bills to Sublessee. Sublessee agrees to furnish to Sublessor or to Landlord, for the account of Sublessor, as lessee under the Base Lease, within five (5) days after written demand therefor, proof of the payment of any such Taxes. With respect to the first and last years of the term of this Sublease, the Taxes shall be prorated from the Commencement Date and to the end of the term of this Sublease, as to which Sublessee's obligation shall survive the expiration of the term of this Sublease. In the event Sublessor receives any refund of any Taxes, Sublessor shall immediately forward the portion of such refund applicable during any period during the term of this Sublease (net of Sublessor's reasonable expenses and costs, including but not limited to, fees of attorneys, accountants, appraisers and all other costs and expenses in connection therewith if Sublessor has pursued and obtained such refund) to Sublessee. The foregoing notwithstanding, if an Event of Default has occurred giving rise to a termination of this Sublease by Sublessor or requiring the expenditure of money by Sublessor in order to cure, such an Event of Default, then Sublessee shall be entitled to such refund, net of any amounts owing to Sublessor on account of an Event of Default by Sublessee hereunder. In the event of a dispute between the parties as to the existence of an Event of Default giving rise to or requiring the expenditure of money to cure such refund shall be held by Sublessor pending the outcome of such dispute.

12. Compliance with Laws.

(a) Except as provided in Paragraph 13 hereof, Sublessee covenants and agrees that it will, at its sole cost and expense, observe and comply with (i) all federal, state, county and other governmental laws, orders, rules, ordinances, requirements and regulations affecting the Premises or any part thereof, or the use thereof, including, but not limited to, zoning laws, building codes and those laws, orders, rules, ordinances, requirements and regulations which require the

making of any structural, nonstructural, unforeseen or extraordinary changes, whether or not any such laws, orders, rules, regulations, requirements or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders, regulations, requirements and recommendations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises. Sublessee shall also, at its sole cost and expense, comply with the requirements of all policies of insurance which may at any time be in force with respect to the Premises and with all contracts, agreements and restrictions affecting the Premises or any part thereof or the ownership, occupancy or use thereof, including, without limitation, the Base Lease and the Agreement. In the event Sublessee shall fail or neglect to comply as aforesaid, Sublessor or its agents may, but shall not be obligated to, and upon not less than fifteen (15) days prior written notice and opportunity to cure (provided that no such written notice and opportunity to cure shall be required in an emergency), enter upon the Premises and take all such action and do all such work in or to the Premises as Sublessor may deem to be necessary in order to cause compliance with such laws, orders, rules, ordinances, requirements, regulations and recommendations, and Sublessee covenants and agrees to reimburse Sublessor promptly upon demand, as rent hereunder, for all expenses incurred by Sublessor in taking such action and performing such work.

Throughout the term of this Sublease,

(b) / Sublessee shall comply and shall cause its subtenants (including Guarantor) and the respective agents, employees, licensees, invitees, servants, contractors, and assigns of Sublessee or its subtenants, and all other persons and/or entities, occupying the Premises to comply with all "Environmental Laws" (as hereinafter defined) in its use of the Premises, including, without limitation, the obligation to obtain and maintain in effect and comply with all requisite permits and reporting and notification requirements. Sublessee hereby agrees that (i) no activity will be conducted on the Premises* that will produce or cause the release of any Hazardous Material; (ii) the Premises will not be used*in any manner for the storage of any Hazardous Material; (iii) upon Sublessor's request, Sublessee shall provide Sublessor with evidence reasonably satisfactory to Sublessor that Sublessee and its subtenants and all other occupants of the Premises*are complying with all Environmental Laws; (iv) Sublessee will not permit any Hazardous Material to be brought onto the Premises and if so brought or found located thereon, the same shall be immediately removed at Sublessee's sole cost and expense; and (v) Sublessee shall not engage in or permit on the Premises any activities that constitute spilling, leaking, emitting, discharging, injecting, dumping or disposing into the environment above, below or surrounding the Premises of any Hazardous Material.

All required cleanup and disposal procedures shall be diligently

*by Sublessee or its subtenants or the respective agents, employees, licensees, invitees, servants, contractors or assigns of Sublessee or its subtenants

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**occupying the Premises during the term of this Sublease

and promptly undertaken by Sublessee at Sublessee's sole cost and expense in accordance with all Environmental Laws and Sublessee shall provide Sublessor with evidence satisfactory to Sublessor of Sublessee's compliance with all Environmental Laws. The term "Hazardous Material", as used in this Sublease, shall mean and include pollutants, petroleum products, contaminants, infectious waste, asbestos, radioactive materials, polychlorinated biphenyls (PCBs), and/or any other hazardous, toxic or dangerous waste, substance or material defined as such in or for the purposes of the Environmental Laws. As used herein, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), any "Super Fund" or "Super Lien" law, and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum products and/or hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect.

(c) Sublessee shall indemnify, defend and hold harmless Sublessor, Landlord and HM Holdings from and against any and all losses, liabilities, damages, injuries, costs, expenses (including, but not limited to, fees of attorneys, engineers, accountants and other professionals and consultants) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Sublessor, Landlord or HM Holdings for, with respect to or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Material arising after the Commencement Date (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Laws and caused by any act or omission of Sublessee or its subtenants or the respective agents, employees, licensees, invitees, servants, contractors or assigns of Sublessee or its subtenants; (ii) the violation after the Commencement Date by Sublessee or its subtenants or the respective agents, employees, licensees, invitees, servants, contractors or assigns of Sublessee or its subtenants, of any Environmental Laws relating to or affecting the Premises; (iii) the failure of the full and complete compliance with the terms and provisions of Paragraph 12(b) hereof, and (iv) any and all costs, expenses, settlement payments or judgments (including, without limitation, attorneys', accountants', engineers' and other professional and consultant fees and costs) incurred by Sublessor, Landlord or HM Holdings and their respective successors and assigns in connection with any lawsuit, claim, proceeding, action or judgment incident to any of the matters indemnified against under this Paragraph 12(c). The foregoing indemnification shall survive the expiration or any earlier termination of the term of this Sublease and shall be in addition to the indemnifications contained elsewhere in this Sublease, including, without limitation, Paragraph 17 hereof.

(d) Sublessor shall indemnify, defend and hold harmless Sublessee from and against any and all losses, liabilities, damages, injuries, costs, expenses (including, but

not limited to, fees of attorneys, engineers, accountants and other professionals and consultants) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Sublessee for, with respect to or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Material prior to the Commencement Date (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Laws), unless caused by or resulting from the occupancy of the Premises prior to the Commencement Date by the "Guarantor" (as hereinafter defined); (ii) the violation, other than by Sublessee, Beverage Capital Corporation (the "Guarantor"), or any other subtenant of Sublessee or anyone holding the Premises or any part thereof, through or under Sublessee or its subtenants, or the respective employees, agents, contractors, licensees, invitees, successors or assigns of any of the foregoing, of any Environmental Laws prior to the Commencement Date relating to or affecting the Premises; and (iii) any and all costs, expenses, settlement payments or judgments (including, without limitation, attorneys', accountants', engineers' and other professional and consultant fees and costs) incurred by Sublessee and its successors and assigns in connection with any lawsuit, claim, proceeding, action or judgment incident to any of the matters indemnified against under this Paragraph 12(d). The foregoing indemnification shall survive the expiration or any earlier termination of the term of this Sublease and shall be in addition to the indemnifications contained elsewhere in this Sublease.

(e) Notwithstanding the foregoing, Sublessor hereby discloses the existence of fuel tanks buried on the Premises, and covenants that (i) prior to the Commencement Date, it will remove said fuel tanks in accordance with all applicable federal, state and local laws, rules and regulations, including, without limitation, Environmental Laws; (ii) Sublessor shall indemnify, defend and hold harmless Sublessee to the same extent provided in Paragraph 12(d) hereof from any and all loss, damage or liability arising from any leakage or spillage from said fuel tanks or any other damage arising from the presence of said fuel tanks on the Premises and the removal thereof; and (iii) in the event of any leakage or spillage from said fuel tanks, Sublessor shall promptly and diligently clean up and dispose of any such leakage or spillage and cure any damage arising therefrom in accordance with all applicable Environmental Laws. If, despite Sublessor's best efforts to cure, said leakage or spillage cannot be cleaned up and disposed of sufficiently to bring the Premises in compliance with all applicable Environmental Laws, then within thirty (30) days after receipt by Sublessee of notice from Sublessor that Sublessor has exhausted its efforts to cure, Sublessee shall have the right, in its sole discretion, upon written notice to Sublessor, to terminate this Sublease,

such termination to be effective sixty (60) days after receipt of such notice by Sublessor.

13. Permitted Contests.

Notwithstanding anything to the contrary set forth in this Sublease, and provided no Event of Default shall exist hereunder, Sublessee shall not be required to pay any Taxes, or to discharge or remove any lien, encumbrance or charge referred to in Paragraphs 16 and 18(a) hereof, or to obtain any waivers or settlements or to make any changes or take any action with respect to any encroachment, hindrance, obstruction, violation or impairment referred to in Paragraph 10(c) hereof, so long as Sublessee shall contest, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (i) the collection of, or other realization upon, the Taxes or encumbrance so contested, (ii) the sale, forfeiture or loss of the Premises, or any part thereof, or the rent payable, hereunder or under the Base Lease, the Basic Rent, the Supplemental Rent or any other rent, or any portion thereof hereunder or thereunder, to satisfy the same or to pay any damages caused by any such encroachment, hindrance, obstruction, violation or impairment, (iii) any interference with the use and occupancy of the Premises or any part thereof, and (iv) any interference with the payment of the rent payable under the Base Lease, the Basic Rent, the Supplemental Rent or any other rent, or any portion thereof hereunder or thereunder. While any such proceedings are pending, Sublessor shall not have the right to pay, remove or cause to be discharged the Taxes or encumbrance thereby being contested except to the extent it must do so to prevent a breach or event of default under the Base Lease or a breach or default under the Agreement.

Sublessee further agrees that each such contest shall be promptly prosecuted to a final conclusion, that it will pay, defend and save Landlord, HM Holdings and Sublessor harmless against, any and all losses, costs, liabilities, expenses and damages to the fullest extent required by Paragraph 17 hereof, arising from or in connection with such contest, and that it will, promptly after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein, together with all penalties, fines, interest, costs and expenses thereon or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Landlord, Sublessor or HM Holdings to any risk of material civil liability or any criminal liability, and Sublessee shall (unless as a condition to exercise its right to contest hereunder, it shall have paid the Taxes due to the assessing governmental authority), give reasonable security to Landlord or HM Holdings or Sublessor as may be demanded by Landlord, HM Holdings or Sublessor to insure the payment of any

Taxes or encumbrance contested as provided in this Paragraph and to prevent any such sale or forfeiture by reason of such contest. Sublessee shall keep Sublessor informed on a current basis as to the status of such matters and Sublessee shall not take any action which may cause or result in an event of default under the Base Lease or a default under the Agreement. The foregoing notwithstanding, if an Event of Default shall exist, Sublessor shall have the right to pursue such contest at its sole cost and expense.

14. Loading Capacity.

Sublessee covenants and agrees not to load the Premises beyond their present or designed carrying or loading capacity.

15. Possession by Sublessor.

(a) Sublessee acknowledges and agrees that Sublessor is in the process of securing an alternate location for the business operations which Sublessor currently conducts at the Premises. In the event that Sublessor shall not, for any reason whatsoever, vacate the entire Premises on or before the Commencement Date, Sublessee agrees that Sublessor shall have a license to occupy up to 212,000 square feet of the Premises (any or all of the 212,000 square feet shall hereinafter be referred to as the "Holding Over Area") through March 31, 1991 (the "Hold Over Period"), at which time Sublessor shall immediately deliver possession of the same to Sublessee; provided, however, that notwithstanding the continued possession by Sublessor of the Holding Over Area, this Sublease shall nevertheless become effective on the Commencement Date with respect to the entire Premises. Sublessor shall use its best efforts to deliver possession of the Holding Over Area to Sublessee by the expiration of the Hold Over Period. In the event that, despite its best efforts, Sublessor, for reasons beyond its control, fails to deliver possession of the entire Holding Over Area to Sublessee on or before the expiration of the Hold Over Period, then Sublessor shall deliver possession of at least 100,000 square feet of the Holding Over Area to Sublessee on or before the expiration of the Hold Over Period, and Sublessee agrees that Sublessor shall have a license to occupy the remaining 112,000 square feet of the Holding Over Area through May 31, 1991 (plus an additional reasonable period of time for Sublessor to transport any inventory to its new space). Except as set forth in Paragraph 15(b) below, Sublessor shall not be liable to Sublessee or its subtenants or other occupants of the Premises claiming by, through or under Sublessee, for any inconvenience or loss of business by reason of Sublessor's continued possession of the Holding Over Area through March 31, 1991, or Sublessor's continued possession to up to one hundred twelve thousand (112,000) square feet of the Holding Over Area through May 31, 1991 (plus the aforesaid additional period of time for Sublessor to transport any inventory to its new space), or

Sublessor's failure to deliver possession of the entire Premises to Sublessee on the Commencement Date, nor shall any of the foregoing events be deemed to constitute an Event of Default by Sublessor under this Sublease.

(b) In the event Sublessor occupies the Holding Over Area after the Commencement Date, Sublessor shall pay to Sublessee annual rent equal to the rate of Three Dollars (\$3.00) per square foot of occupied space ("Holding Over Rent"), in advance and without notice or demand and without any setoffs or deductions whatsoever, in equal monthly installments commencing on the Commencement Date and continuing on the first day of each and every month thereafter until possession of all of the Holding Over Area is delivered to Sublessee. As Sublessor vacates space, the Holding Over Rent shall be prorated on a per diem basis based on the number of square feet of actual occupancy within the Holding Over Area. Sublessor acknowledges that time is of the essence with respect to its obligation to vacate at least one hundred thousand (100,000) square feet of the Holding Over Area on or before March 31, 1991, and its failure to do so shall cause Sublessee irreparable harm. The terms of Sublessor's occupancy of the Holding Over Area during the Hold Over Period, the obligations of Sublessee to Sublessor and the services to be provided to Sublessor by Sublessee with respect to the Hold Over Area shall be substantially the same as those contained in that certain sublease by and between Sublessor and Guarantor dated as of March 1, 1990 (the "Prior Sublease"), except that for the purposes of the Holding Over Area Sublessee shall have the same responsibilities and liabilities of Sublessor under the Prior Sublease and Sublessor shall have the same responsibilities and liabilities of Guarantor under the Prior Sublease.

16. Liens.

Sublessee will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Sublessor's or Sublessee's leasehold interest therein, arising out of the use or occupancy of the Premises by Sublessee or anyone holding the Premises or any part thereof through or under Sublessee, or by reason of any work, labor, services or materials furnished or supplied or claimed to have been furnished or supplied to Sublessee or anyone holding the Premises or any part thereof through or under Sublessee by reason of any construction, alteration, addition, repair or demolition of any part of the Premises. If any such lien shall at any time be filed, Sublessee shall either cause the same to be vacated and released of record or bonded off within ten (10) days after the date of filing thereof. If Sublessee shall fail to vacate or release any lien required to be released hereunder within the time period aforesaid, then, in addition to any other right or remedy of Sublessor resulting from Sublessee's default, Sublessor may, but shall not be obligated to, vacate or release

the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as Sublessor shall desire. Sublessee shall repay to Sublessor, as rent hereunder on demand, all sums disbursed or deposited by Sublessor pursuant to the foregoing provisions of this Paragraph 16, including Sublessor's costs and expenses and attorneys' fees incurred in connection therewith. Nothing in this Sublease contained shall be construed as constituting the consent, request or agreement of Sublessor, HM Holdings or Landlord, expressed or implied, to subject their respective estates or interests to liability under any mechanics' or other lien law. Notice is hereby given that neither Sublessor, HM Holdings nor Landlord shall be liable for any labor, services or materials furnished or to be furnished to Sublessee, or to anyone holding the Premises or any part thereof through or under Sublessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interests of Sublessor, HM Holdings and Landlord in and to the Premises.

17. Indemnity.

(a) In addition to, but not in limitation of, any other indemnities contained in this Sublease, Sublessee hereby agrees to defend, pay, indemnify and save free and harmless Sublessor, Landlord and HM Holdings from and against any and all claims, demands, liabilities, losses, damages, fines, penalties, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses including, but not limited to, attorneys' fees, accountants fees, salaries, travel and other expenses of their respective employees, and costs of any description associated with the same, resulting from or in connection with or arising, directly or indirectly, out of or from or on account of or occasioned wholly or in part through or in any manner occurring out of or connected with (i) any loss of life, bodily or personal injury, or property damage on or of the Premises, (ii) any occurrence in, upon, at or from the Premises or upon adjoining sidewalks, streets and/or ways occurring after the Commencement Date, (iii) the use, non-use, condition or occupancy of the Premises or any improvements thereon or appurtenances thereto or the condition of adjoining sidewalks, streets and/or ways, (iv) by any act or omission of Sublessee or any subtenant of Sublessee or anyone holding the Premises or any part thereof through or under Sublessee, or their respective employees, subtenants, servants, agents, contractors, licensees, successors, assigns or invitees in, upon, at or from the Premises or its appurtenances, including, but not limited to, the matters described in Paragraph 12 hereof, (v) the violation by Sublessee, its employees, agents, contractors, subtenants, licensees, servants or invitees, of any term, agreement or condition of this Sublease, the Base Lease or the Agreement or any contracts, agreements, restrictions, statutes, laws, ordinances or regulations affecting the Premises or any part thereof or the ownership, occupancy or use thereof, (vi)

Sublessee's exercise or attempted exercise of the rights and remedies assigned to it pursuant to Paragraph 4(c) hereof, (vii) Sublessee's actions described in Paragraph 4(d) hereof, Paragraph 13 hereof, or Paragraph 17(d) hereof, or (viii) any insurance deductible described in Paragraph 20(a) hereof. Sublessee and all those claiming the Premises or any part thereof by, through or under Sublessee shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto solely at their own risk, and Sublessee and all those claiming the Premises or any part thereof by, through or under Sublessee hereby release Sublessor, HM Holdings and Landlord, to the fullest extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use resulting from any present or future condition or state of repair thereof. Notwithstanding the foregoing, the liability of Sublessee to indemnify Sublessor as hereinabove set forth, shall not extend to any matter or claim (i) against which Sublessor shall receive insurance proceeds, or (ii) arising out of any negligence or intentional misconduct on the part of Sublessor, or its agents, contractors and employees while acting within the scope of their employment, or (iii) arising out of any breach of the duties of Sublessor under this Sublease and Landlord and HM Holdings under the Base Lease, and/or the Agreement, as the case may be.

(b) Neither Sublessor nor HM Holdings shall be responsible or liable at any time to Sublessee, or to those claiming by, through or under Sublessee, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of the Premises other than <itself.>

(c) Sublessee shall give prompt notice to Sublessor in case of fire or other casualty or accidents in the Premises or in the Building or of any defects therein or in any of its fixtures, machinery or equipment.

(d) Neither Sublessor nor HM Holdings shall not be responsible or liable at any time for any defects, latent or otherwise, in the Building or other improvements on the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Sublessor or HM Holdings be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Sublessee, or those claiming by, through or under Sublessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of the Premises or any of the equipment,

fixtures, machinery, appliances or apparatus therein. In case Sublessor, HM Holdings and/or Landlord, without fault on their part, shall be made a party to any litigation commenced by or against Sublessee, then Sublessee shall indemnify, defend and hold Sublessor, HM Holdings and Landlord harmless from any and all losses, costs, liabilities, expenses and damages to the fullest extent required in Paragraph 17 hereof arising therefrom or in connection therewith.

(e) Sublessee shall, at its expense, control, with Sublessor's participation to the degree Sublessor deems necessary, and with counsel reasonably satisfactory to Sublessor, the defense of any such claim, demand, suit, action or proceedings described in Paragraphs 17(a) or 17(d) hereof; provided, however, if an event of default under this Sublease shall exist for which Sublessee has received notice from Sublessor where such written notice is required under this Sublease, Sublessor shall have the right, but not the obligation, and at Sublessee's expense, to control (including the choice of counsel) the defense of any such claim, demand, suit, action or proceeding but if such event of default is cured and the case is returned to good standing, Sublessee shall once again have the right to control the defense of any claim. The rights granted pursuant to the foregoing sentence are subject to the rights of any insurance company with respect to such control.

18. Alterations and Additions.

(a) Sublessee may, at any time during the continuance of the term of this Sublease and at its sole cost and expense and without the necessity of obtaining Sublessor's consent therefor (except as hereinafter provided), make additions to and alterations of the buildings, structures or other improvements on the Premises, and install any equipment therein (including trade fixtures), provided that (i) the market value of the Premises shall not be reduced by reason of any such addition, improvement, installation or alteration; (ii) the foregoing actions shall be performed in a good and workmanlike manner and shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto and the plans and specifications therefor if any, and (iii) prior to the commencement of any such work, Sublessee shall deliver to Sublessor a policy of workmen's compensation insurance in statutory limits from Sublessee's contractor and for work the cost of which exceeds \$100,000, a payment and performance bond in form and issued by a surety acceptable to Sublessor, as well as evidence of the maintenance by Sublessee of such insurance, in such amounts and with such insurers, as may be acceptable to Sublessor, in its sole discretion. Despite the foregoing, Sublessor shall have a prior right of approval, not to be unreasonably withheld, conditioned or delayed, with respect to structural alterations, additions and improvements and the plans and specifications therefor.

Sublessee shall promptly pay all costs and expenses of each such addition, alteration, improvement and equipment and shall promptly discharge any and all liens filed arising out of each such addition, alteration or improvement (except as provided for under Paragraph 13 hereof), shall procure and pay for all permits and licenses required in connection with any such addition, alteration or improvement and shall diligently prosecute such work to completion. All additions, alterations and improvements constructed on the Premises shall be and become the property of Sublessor and/or Landlord.

(b) Sublessee may, at any time during the continuation of the term of this Sublease and at its sole cost and expense, install, assemble or place upon the Premises any items of machinery or equipment used or useful in Sublessee's business, in each case, upon compliance with all the terms and conditions of this Sublease. Any such machinery and equipment shall be and remain the property of Sublessee, and Sublessee may remove the same from the Premises at any time prior to the expiration or earlier termination of the term of this Sublease, provided that there is no Event of Default existing under this Sublease, and provided further that Sublessee shall be required to repair any damage to the Premises resulting from such removal. Sublessor hereby irrevocably waives its Landlord's lien with respect to and irrevocably releases from the operation of such lien, all personal property that Sublessee or its subtenants may use or store in or around the Premises from time to time.

(c) All work done in and around the Premises shall comply with the orders, rules and regulations of the National Board of Fire Underwriters or any other similar board now or hereafter constituted and exercising similar functions.

19. Condemnation.

(a) Except as set forth hereinbelow, Sublessee hereby irrevocably assigns to Sublessor, subject to the terms of the Base Lease and the Agreement, any award or payment to which it may be or become entitled by reason of any taking of the Premises or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Premises or any part thereof, by any governmental authority, civil or military, whether the same shall be paid or payable in respect of Sublessee's leasehold interest hereunder, Sublessor's interest under the Base Lease, or otherwise. Landlord and Sublessor shall be entitled to participate fully in any such proceedings at Sublessee's sole cost and expense.

(b) If (i) the entire Premises shall be taken in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or (ii) any substantial portion of

the Premises which is sufficient to render the remaining portion thereof unsuitable for Sublessee's continued use or occupancy in Sublessee's business shall be taken in or by any such proceedings, then, Sublessee shall, subject to the provisions of Paragraph 19(c) hereof, within fifteen (15) days after any such taking, give notice to Sublessor of its intention to terminate this Sublease on the first Sublessor's Basic Rent Payment Date as defined in the Base Lease occurring not less than sixty (60) days after the delivery of such notice. If Landlord shall refuse to deliver proceeds to Sublessor in accordance with Paragraph 19(c)(i) hereof, on account of an event of default by Sublessor under the Base Lease or HM Holdings under the Agreement which such default was not caused by Event of Default by Sublessee hereunder or its subtenants or their respective employees, agents, contractors, licensees, invitees, successors or assigns, then in addition to any and all rights and remedies which Sublessee shall have against Sublessor under the Sublease on account of such default, Sublessee shall be entitled to a proportional abatement of Supplemental Rent as calculated in accordance with Paragraph 4(c)(iii) hereof. Any award made to Sublessee for the removal of its equipment and machinery shall belong to it and Sublessor shall not be entitled to the same.

(c) If (i) a portion of the Premises shall be taken in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, which taking is not sufficient to authorize or require that Sublessee give notice of its intention to terminate this Sublease as provided in Paragraph 19(b) hereof, or (ii) the use or occupancy of the Premises or any part thereof shall be temporarily requisitioned by any governmental authority, civil or military, then this Sublease shall continue in full force and effect without abatement of any rent, or other sums payable by Sublessee hereunder notwithstanding such taking or requisition and Sublessee shall, promptly after any such taking or requisition and at its sole cost and expense, repair any damage caused by any such taking or requisition in conformity with the requirements of Paragraph 18(a) of this Sublease so as to restore the Premises, as nearly as possible, to the condition thereof and to at least the market value thereof immediately prior to such taking or requisition. In the event of any such lesser taking in or by condemnation or other eminent domain proceedings, Sublessee may, from time to time after the commencement of any such repair, but not more than once in any period of thirty (30) calendar days, request by notice to Sublessor that Sublessor make demand, pursuant to Paragraph 14(c) of the Base Lease, that Landlord pay to Sublessor, as lessee under the Base Lease, an amount sufficient to reimburse Sublessee for ninety percent (90%) of the previously unreimbursed cost and expense of such repairs made by Sublessee. Upon receipt by Sublessor of a certificate, dated the date of such request and signed by the president or a vice president of Sublessee, setting forth in reasonable detail the total amount of such unreimbursed cost and expense actually incurred by

Sublessee and not previously certified by Sublessee, and stating that no event of default has occurred under the Base Lease which was caused by an Event of Default of Sublessee hereunder, then, Sublessor shall provide Landlord the certificate required pursuant to Paragraph 14(c) of the Base Lease in reliance upon the certificate provided to Sublessor by Sublessee and shall request Landlord to pay to Sublessor, as lessee under the Base Lease, ninety percent (90%) of the amount so certified from and to the extent of the net award received by reason of such taking and remaining after the making of all previous reimbursements to Sublessee and Sublessor. After the completion of such repairs, Sublessor shall request that Landlord pay to Sublessor, from and to the extent of the net award received by reason of such taking and remaining after the making of all previous reimbursements to Sublessee and Sublessor, an amount sufficient to reimburse Sublessee for all the previously unreimbursed cost and expense of such repairs, upon receipt by Sublessor of a certificate, dated the date of such payment and signed by the president or a vice president of Sublessee, stating that such repairs have been completed as provided in this Paragraph 19(c) and Paragraph 14(c) of the Base Lease and that no event of default has occurred under the Base Lease which was caused by an Event of Default of Sublessee hereunder, and upon receipt by Landlord of a certificate of Sublessor under the Base Lease, stating that such repairs have been completed as provided in Paragraph 14(c) of the Base Lease, in reliance upon the certificate provided Sublessor by Sublessee, and that no event of default has occurred and is continuing under the Base Lease. Immediately upon receipt of the reimbursements set forth above, Sublessor shall, subject to the last sentence of this Paragraph 19(c) remit said reimbursements to Sublessee; provided, however, if the amount of the net award shall exceed the cost and expense of such repairs (the "Excess Award"), Sublessor shall, provided there shall be no Event of Default existing at such time, request Landlord divide the amount of such excess equally between Sublessor and Sublessee. In the event of such temporary requisition, Sublessor shall request Landlord to pay to Sublessee, for the account of Sublessee, the entire net award received by Landlord. If the cost of any repairs required to be made by Sublessee pursuant to this Paragraph 19(c) or Paragraph 14(c) of the Base Lease shall exceed the amount of such net award, the deficiency shall be paid by Sublessee. Subject to the rights of Landlord under the Base Lease, and notwithstanding any provision of this Sublease to the contrary, payment of any portion of the Excess Award made pursuant to this Paragraph 19(c) shall be net of any amounts owing to Sublessor on account of any Event of Default by Sublessee hereunder.

(d) For purposes of this Sublease, all amounts paid pursuant to any agreement with any condemning authority which has been made in settlement of any condemnation or other eminent domain proceeding affecting the Premises shall be deemed to constitute an award made in such proceeding.

(e) Subject to Paragraphs 4(d) and 4(e) hereof, Sublessor shall have no obligation, liability or duty to Sublessee with respect to the actions contemplated in this Paragraph 19, except to make requests to Landlord and to remit to Sublessee condemnation awards received by Sublessor which are due to Sublessee as set forth above.

20. Insurance.

(a) Sublessee will at all times maintain insurance on the Premises as follows:

(i) insurance against all risks of physical loss or damage, including, without limitation, by fire, lightning, windstorm, hail, explosion, aircraft, smoke damage, vandalism, malicious mischief, vehicle damage, and such other risks from time to time included under the broadest form of "extended coverage" or "all-risk" policies and such other risks as are or shall customarily be insured against with respect to property that is similar to the Premises, in amounts sufficient to prevent Landlord, Sublessor or Sublessee from becoming a coinsurer of any loss under the applicable policies, but in any event in amounts not less than the full replacement cost of the Premises;

(ii) sprinkler leakage insurance in an amount at least equal to ten percent (10%) of the insurable value of all improvements on the Premises with respect to any sprinkler system which may be installed in the improvements located on the Premises;

(iii) boiler and machinery, explosion insurance and pressure vessel (including pressure pipes) explosion insurance in an amount at least equal to the full replacement cost of the Premises;

(iv) use and occupancy or business interruption insurance to the extent necessary to insure payment of the Basic Rent, the Supplemental Rent and all other rent payable under this Sublease in the event of damage to or destruction of the Premises for a period of two (2) years next succeeding such damage or destruction;

(v) general product and Comprehensive General Public Liability Insurance with a combined single limit of not less than Ten Million and No/100 Dollars (\$10,000,000.00) per occurrence against claims for bodily injury, death or property damage, including loss of use thereof, which insurance shall include a contractual liability endorsement covering the matters set forth in Paragraphs 12 and 17 hereof and which insurance shall contain a "personal injury" endorsement covering claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, wrongful eviction and invasion of privacy (without exclusion of coverage for claims of personal

injury brought by employees, agents or contractors of the insured);

(vi) Workmen's Compensation in statutory limits;
and

(vii) such other insurance on the Premises in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the Premises.

For the purposes of Paragraph 20(a) of this Sublease, the full replacement cost of the Premises shall be determined, at Sublessee's sole expense, at least once every five (5) years by an insurer or recognized appraiser acceptable to Sublessor.

All such insurance policies shall be written by companies of recognized financial standing which are organized and existing under the laws of a state of the United States and are authorized to do an insurance business in Maryland, and all such insurance shall name as the insured parties thereunder Landlord, HM Holdings, Sublessor and Sublessee, as their interests may appear, shall carry an endorsement including Sublessor's contractual obligation to indemnify Landlord under the Base Lease which Sublessee has assumed hereunder and shall all be in amounts sufficient to prevent Landlord, HM Holdings, Sublessor and Sublessee from being or becoming a coinsurer of any loss under the applicable policies. The insurance to be provided as set forth above shall contain no provisions for deductible amounts greater than Ten Thousand and No/100 Dollars (\$10,000.00) per occurrence, which deductible shall be paid by Sublessee in accordance with the provisions of Paragraph 17 hereof. Such insurance may be obtained by Sublessee by endorsement on its blanket or umbrella insurance policies provided that such blanket or umbrella policies fulfill the requirements specified above in this Paragraph.

(b) Insurance claims by reason of damage or destruction to any portion of the Premises shall be adjusted by Sublessor, but Landlord, and if permitted by Landlord, Sublessee shall have the right to join with Sublessor in adjusting any such loss, and provided that at the time of such adjustment there exists no Event of Default under this Sublease, Sublessor shall not compromise or agree to any such adjustment without the prior written consent of Sublessee in each instance, which consent may be withheld in Sublessee's sole discretion. The entire amount of any proceeds paid pursuant to such claims shall be paid to Sublessee by the recipient thereof as and to the extent provided in Paragraph 21 hereof and paragraph 16 of the Base Lease.

(c) All such policies shall contain (i) an undertaking by the insurer that it will not amend, modify or cancel such policy except upon thirty (30) days' prior written

notice to Landlord, Sublessor and HM Holdings, sent by registered or certified mail, (ii) an express waiver of any right of subrogation by the insurer against Sublessor, Landlord and HM Holdings whereby the insurer agrees that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Sublessor, Landlord, HM Holdings or Sublessee, which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment, Sublessee hereby expressly waiving any right of subrogation for any reason or occurrence whatsoever, and (iii) an undertaking by the insurer, if obtainable, that any loss otherwise payable thereunder shall be payable notwithstanding the occupancy or use of the Premises for purposes more hazardous than permitted by the terms of such policy or any change in title or ownership of the Premises.

(d) Sublessee shall deliver to Sublessor, HM Holdings and Landlord promptly after the execution and delivery of this Sublease the original or duplicate policies or certificates of insurers satisfactory to Sublessor and Landlord evidencing all the insurance which is then required to be maintained by Sublessee hereunder, and Sublessee, at least forty-five (45) days prior to the expiration of any such insurance, shall deliver other original or duplicate policies or other certificates of the insurers evidencing the existence or renewal of such insurance. Should Sublessee fail to effect, maintain or renew any insurance provided for in this Paragraph 20, or to pay the premium therefor, or to deliver to Landlord and Sublessor any of such policies or certificates, then and in any of said events either Landlord or Sublessor, at its option, but without obligation to do so, may, upon two (2) days' notice to Sublessee of its intention so to do, procure such insurance, and any sums expended by either of them to procure any such insurance shall be rent hereunder and shall be repaid by Sublessee to the party making such expenditure within five (5) days following the date on which such expenditure shall be made by Sublessor or Landlord.

(e) Sublessee shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required in this Paragraph 20 to be furnished by Sublessee unless Landlord, HM Holdings and Sublessor are included therein as a named insured, with loss payable as in this Sublease provided. Sublessee shall immediately notify Landlord, HM Holdings and Sublessor whenever any such separate insurance is obtained and shall deliver the policy or policies or certificates evidencing the same.

(f) Use of the Premises shall be limited to such uses as are permitted by the policies evidencing such insurance.

21. Casualty.

(a) If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, and if the estimated cost of rebuilding, replacing and repairing the same shall exceed Five Thousand and No/100 Dollars (\$5,000.00), Sublessee shall promptly notify Landlord and Sublessor of such destruction or damage, and whether or not such estimated cost shall exceed Five Thousand and No/100 Dollars (\$5,000.00), Sublessee, with reasonable promptness and diligence, shall rebuild, replace and repair any damage or destruction to the Premises, at its sole cost and expense, in conformity with the requirements of Paragraph 18(a) of this Sublease, in such manner as to restore the same, as nearly as possible, to the condition thereof immediately prior to such damage or destruction. Sublessee hereby expressly waives the provisions of any present or future law relating to damage or destruction and agrees that the provisions of this Sublease shall control the rights of Sublessor and Sublessee, and in no event shall there be any abatement or reduction of the rent payable by Sublessee under this Sublease.

(b) If the Premises shall be substantially damaged or destroyed in any single casualty so that, in the judgment of the Board of Directors of Sublessee evidenced by a certificate of Sublessee signed by the president or a vice president thereof, the Premises shall be unsuitable for Sublessee's continued use and occupancy in Sublessee's business, or Landlord, then, at Sublessee's option; in lieu of rebuilding, replacing and repairing the Premises as provided in this Sublease, Sublessee may give notice to Sublessor, within fifteen (15) days after the occurrence of such damage or destruction, of Sublessee's intention to terminate this Sublease on the first Basic Rent Payment Date as defined in the Base Lease occurring not less than sixty (60) days after the delivery of such notice; provided that such notice shall be accompanied by said certificate of Sublessee. If Landlord shall refuse to deliver proceeds to Sublessor in accordance with Paragraph 19(c)(i) hereof, on account of an event of default by Sublessor under the Base Lease or HM Holdings under the Agreement which such default was not caused by an Event of Default by Sublessee hereunder or its subtenants or their respective employees, agents, contractors, licensees, invitees, successors or assigns, then in addition to any and all rights and remedies which Sublessee shall have on account of such default, Sublessee shall be entitled to a proportional abatement of Supplemental Rent as calculated in accordance with Paragraph 4(c)(iii) hereof.

(c) If a portion of the Premises shall be damaged or destroyed by any casualty which is not sufficient to authorize or require that Sublessee give notice of its intention to terminate this Sublease as provided in Paragraph 21(b) hereof or if Sublessee shall not timely and properly exercise its rights under Paragraph 21(b) to terminate this Sublease, then this

Sublease shall continue in full force and effect without abatement of any rent or other sums payable by Sublessee hereunder; provided, however, that Sublessee shall repair such damage or destruction in conformity with the requirements of Paragraph 18(a) hereof so as to restore the Premises to the condition thereof and to at least the market value thereof immediately prior to such damage or destruction. From time to time after the commencement of such repairs, but not more often than once in any period of thirty (30) calendar days, Sublessee may request by notice to Sublessor that Sublessor request that Landlord pay to Sublessor, as Lessee under the Base Lease, from the net proceeds of any insurance theretofore paid to Landlord (or to Sublessor, if appropriate) by reason of such damage or destruction, an amount sufficient to reimburse Sublessee, for ninety percent (90%) of the previously unreimbursed cost and expense thereof, and upon receipt by Sublessor of a certificate, dated the date of such request and signed by the president or a vice president of Sublessee, setting forth in reasonable detail the total amount of such unreimbursed cost and expense actually incurred by Sublessee and not previously certified by Sublessee, and stating that no event of default has occurred under the Base Lease which was caused by an Event of Default of Sublessee hereunder, then Sublessor shall, in reliance upon Sublessee's certificate, make such certification as is required pursuant to Paragraph 16(c) of the Base Lease and shall request Landlord to pay to Sublessor, ninety percent (90%) of the amount so certified from and to the extent of the net proceeds received by reason of such damage or destruction and remaining after the making of all previous reimbursements to Sublessee and Sublessor. After the completion of such repairs, Sublessor shall request that Landlord pay to Sublessor, from and to the extent of the net proceeds received by reason of such damage or destruction and remaining after the making of all previous reimbursements to Sublessee and Sublessor, an amount sufficient to reimburse Sublessee for all the previously unreimbursed cost and expense of such repairs, upon receipt by Sublessor of a certificate, dated the date of such payment and signed by the president or a vice president of Sublessee, stating that such repairs have been completed as provided in this Paragraph 21(c) and in Paragraph 16(c) of the Base Lease, that no event of default has occurred under the Base Lease which was caused by an Event of Default of Sublessee hereunder, and upon receipt by Landlord of a certificate of Sublessor under the Base Lease stating in reliance upon Sublessee's certificate that such repairs have been completed as provided in Paragraph 16(c) of the Base Lease and that no event of default has occurred and is continuing under the Base Lease. If the cost and expense of such repairs shall exceed the amount of such net proceeds, the excess of such cost and expense over such net proceeds shall be paid by Sublessee (the "Excess Proceeds"). Subject to the next succeeding sentence, immediately upon receipt, Sublessor shall remit the reimbursements set forth in this Paragraph 21 to Sublessee. Subject to the rights of Landlord under the Base Lease, payment of any portion of the Excess Proceeds made

pursuant to this Paragraph 21(c), shall be net of any amounts owing to Sublessor on account of any Event of Default by Sublessee hereunder.

(d) Subject to Sublessor's obligation to assign its rights to Sublessee pursuant to Paragraph 4 hereof, Sublessor shall have no obligation, liability or duty to Sublessee with respect to the actions contemplated in this Paragraph 21 except to make requests to Landlord, and to remit to Sublessee insurance proceeds received by Sublessor and due to Sublessee as set forth above.

22. Assignment and Subletting; Mortgage and Pledge.

(a) Sublessee may sublease the Premises or any part thereof, or assign this Sublease, in either case, subject to the following conditions and the provisions of Paragraphs 22(b), 22(c) and 22(d) hereof:

(i) such sublease or assignment shall expressly be made subject to the provisions of the Base Lease, the Agreement and this Sublease;

(ii) in the case of a subletting, a copy of the proposed sublease shall be delivered to Sublessor not less than thirty (30) days prior to the effective date of the sublease, and such proposed sublease (1) shall include a provision making Sublessor and HM Holdings a third party beneficiary of the sublessee's obligations thereunder, (2) shall require sublessees to deliver to Sublessor copies of any notices of default by Sublessee under any sublease, and (3) shall provide Sublessor with an opportunity to cure such default within thirty (30) days of Sublessor's receipt of such notice or if such default is not susceptible to being cured within such thirty (30)-day period, then such longer period of time not to exceed an additional sixty (60) days, provided that Sublessor commenced to cure within the initial thirty (30)-day period and diligently pursues such cure to completion and further provided that during such sixty (60) day period such subtenant shall have the full beneficial use and enjoyment of its demised premises for the conduct of its business;

(iii) Sublessor and HM Holdings shall have received, at no expense to them, not less than ten (10) days prior to the effective date of such sublease or assignment, an opinion of counsel satisfactory to Sublessor to the effect that the assumption provision provided for in subparagraph 22(a)(vii) below is, and the rights of Sublessor provided in subparagraph 22(a)(vi) below are, enforceable in accordance with their terms, subject only to laws relating to bankruptcy and the enforcement of creditors' rights generally and such other exceptions as may be approved in writing by Sublessor, and to the effect that neither Sublessor's rights under this Sublease and the Base Lease nor HM Holdings' rights under the Base Lease are impaired or adversely affected by such subletting or assignment (as the case may be);

(iv) no sublease or assignment made as permitted by this Paragraph 22 nor the acceptance of rent by Sublessor from a person not a party hereto shall impair, affect or reduce any of the obligations of Sublessee hereunder, and all of the obligations of Sublessee hereunder shall continue in full force and effect as the obligations of a principal and not as the obligations of a guarantor or surety, to the same extent as if no subletting or assignment had been made. Notwithstanding anything to the contrary set forth in this Sublease, Sublessee shall have the right at any time during the term of this Sublease and without the necessity of obtaining Sublessor's consent thereto, to assign its interest in this Sublease to Guarantor subject to the requirements of this Paragraph 22(a) hereof;

(v) to the extent that the consent of Landlord is required for an assignment of this Sublease, such consent shall have been obtained pursuant to the terms of the Base Lease;

(vi) upon the occurrence of an Event of Default hereunder, Sublessor and HM Holdings shall have the right, at their option, to sue for and collect rent and all other sums payable under the assumption provision of the assignment or under the sublease, subject to this Sublease, the Agreement and the Base Lease, against Sublessee and/or its subtenants or assignees (and any such sublease or assignment shall expressly provide for and recognize such right of Sublessor and HM Holdings); and

(vii) in the case of a sublease of the Premises as an entirety or an assignment, the sublessee or the assignee shall expressly assume all of the obligations of Sublessee hereunder and all of the obligations of Sublessor and/or HM Holdings under the Agreement, this Sublease and the Base Lease in a valid and binding instrument delivered to Sublessor and HM Holdings not less than thirty (30) days prior to the effective date of such assignment or sublease, which instrument shall be directly enforceable by Sublessor and HM Holdings and shall contain a provision making Sublessor and HM Holdings third party beneficiaries of the obligations of such sublessee or assignee to pay rent and perform all of the obligations of Sublessee hereunder.

(b) Sublessee may not assign, mortgage, pledge or otherwise permit a lien to be placed upon its interest under this Sublease without the prior written consent of Sublessor, not to be unreasonably withheld, conditioned or delayed.

(c) No sublease or assignment made as permitted by this Paragraph 22 shall impose any obligations on Landlord, HM Holdings or Sublessor or affect any of the rights of Landlord or Sublessor under the Base Lease, affect the rights of Sublessor

under this Sublease or result in an event of default under the Base Lease or default under the Agreement.

(d) Within five (5) days after the execution and delivery of any assignment or sublease, Sublessee shall deliver a conformed copy thereof to Sublessor and shall provide the name and address of the assignee or sublessee thereunder.

23. Default.

(a) Any of the following occurrences or acts and Sublessee's failure to cure within the applicable cure periods, if any, shall constitute an event of default ("Event of Default") under this Sublease: (i) if Sublessee, at any time during the continuance of this Sublease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Sublessee from complying with the terms of this Sublease), shall (x) fail to make any payment of Basic Rent, Supplemental Rent or any other rent or sum herein required to be paid by Sublessee, or (y) fail to observe or perform any of Sublessee's other covenants, agreements or obligations hereunder (except for those matters described in subsections (ii) through (vii) of this Paragraph 23(a) and except for Sublessee's failure to observe or perform its covenants, agreements or obligations contained in Paragraphs 4(a), 4(c), 4(d), 16, 17, 20, 22, 39, 41 and 45 of this Sublease, in which event no prior written notice or opportunity to cure shall be required in addition to any notice or cure period which may be provided for in any of the foregoing paragraphs) and such failure shall continue as to (x) above for ten (10) days after receipt of written notice, or as to (y) above for twenty (20) days after Sublessor shall have given notice to Sublessee specifying such failure (provided that no such notice or opportunity to cure shall be required in an emergency); provided however, if such default described in clause (y) above is not susceptible to being cured within such twenty (20) day period and such default has not caused an event of default under the Base Lease or a default under the Agreement of which Landlord or HM Holdings, as the case may be, shall have notified Sublessor, as long as Sublessee shall commence to cure such default within such twenty (20) day period and shall diligently pursue such cure, said period of cure shall be extended for up to one hundred twenty (120) days for so long as Sublessee shall be diligently continuing to pursue the cure of such default; or (ii) if Sublessee or Guarantor shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors or shall generally be unable to pay its debts as they become due, or if a petition or answer proposing the adjudication of Sublessee or Guarantor as a bankrupt or the reorganization of either of them under any

present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or (iii) if a receiver, trustee or liquidator of Sublessee or Guarantor or of all or substantially all of the assets of Sublessee or Guarantor or of the Premises shall be appointed in any proceeding brought by Sublessee or Guarantor or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Sublessee or Guarantor and shall not be discharged within ninety (90) days after such appointment or if Sublessee or Guarantor shall consent to or acquiesce in such appointment; or (iv) if the Premises shall have been abandoned or left unoccupied for fifteen (15) consecutive days and during such period Sublessee shall not have delivered to Sublessor an officer's certificate to the effect that Sublessee has been prevented from occupying the Premises by circumstances beyond its control or the control of its subtenants or anyone holding the Premises or any part thereof through or under Sublessee or any subtenant, or the respective employees, agents, contractors, servants, licensees, invitees, subtenants, successors or assigns of any of the foregoing, and that Sublessee intends to reoccupy the Premises upon termination of such circumstances (which certificate shall be relied upon by Sublessor in making a similar certificate to Landlord under the Base Lease); or (v) if the estate or interest of Sublessee or Guarantor in the Premises shall be levied upon or attached in any proceeding and such process is not vacated or discharged within sixty (60) days after such levy or attachment; or (vi) an Event of Default shall exist under that certain sublease, of even date herewith (the "Parking Lot Sublease"), by and between Sublessor and Sublessee for certain property located adjacent to the Premises, now or formerly used for the parking of vehicles (the "Parking Lot") and now or formerly owned by Pathology Building Partnership, such Parking Lot being the subject of a certain Lease by and between Pathology Building Partnership and Proctor-Silex, Inc., dated February 1, 1985; or (vii) Sublessee's failure, no later than seven (7) days after the date hereof, to enter into and deliver to Sublessor a fully executed sublease with Guarantor for all or part of the Premises, for a term to coincide with the Initial Term, for a rental not less than the total rent due from time to time under this Sublease (regardless of the number of square feet of the Premises being subleased to Guarantor) and in form and substance conforming to the requirements under this Sublease for subleases of the Premises permitted under Paragraph 22 hereof and a fully executed Guaranty in the form attached to and made a part of this Sublease as Exhibit "F" (the "Guaranty").

(b) An Event of Default shall not be deemed to have occurred hereunder if (i) Sublessee shall provide evidence reasonably satisfactory to Sublessor of Guarantor's ability to perform all of Sublessee's covenants, agreements and obligations under this Sublease including, without limitation, the payment of rent, and Guarantor shall affirmatively assume and perform

all such covenants, agreements and obligations in writing and shall cure such Event of Default within any applicable cure period permitted under this Sublease, or (ii) with respect to any Event of Default caused by Guarantor pursuant to Paragraphs 23(a)(ii), (iii) or (v) hereof, if Sublessee shall, within any applicable notice and cure periods, provide a substitute guarantor with a net worth at least equal to the net worth of Guarantor as of the date hereof, or if Sublessee itself shall have a net worth at least equal to the net worth of Guarantor as of the date hereof. This Sublease and the term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have happened, in such event, Sublessor shall have the right at its election, then or at any time thereafter while any such Event of Default shall continue and regardless of and notwithstanding the fact that Sublessor has or may have some other remedy hereunder or by virtue hereof, in law or in equity, to give Sublessee written notice of Sublessor's intention to terminate the term of this Sublease on a date specified in such notice, and upon the giving of any such notice, the term of this Sublease and the estate hereby granted shall expire and terminate upon the date so specified in such notice as fully and completely and with the same force and effect as if the date specified in such notice were the date hereinbefore fixed for the expiration of the term of this Sublease, and all rights of Sublessee hereunder shall expire and terminate, but Sublessee shall remain liable as hereafter provided. In the event any such notice is given, Sublessor shall have the immediate right of re-entry and possession of the Premises and the right to remove all persons and property therefrom. Should Sublessor elect to re-enter as herein provided or should Sublessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Sublessor may, subject to the rights of Sublessee's subtenants as set forth in Paragraph 30 hereof, from time to time re-let the Premises or any part thereof for such term or terms and at such rental or rentals and upon such terms and conditions as Sublessor may deem advisable, with the right to make alterations in and repairs of the Premises.

(c) In the event of any termination of the term of this Sublease as in this Paragraph 23 above provided, or as otherwise permitted by law or in equity, Sublessee shall then peaceably quit and surrender the Premises to Sublessor. Sublessor, HM Holdings and/or Landlord may without further notice enter upon, re-enter, possess and repossess the same by force, summary proceedings, ejectment or otherwise, and again have, repossess and enjoy the same as if this Sublease had not been made, and in any such event, neither Sublessee nor Guarantor nor any other subtenants or other persons claiming through or under Sublessee by the Leases or otherwise (except as may otherwise be permitted by Sublessor), by virtue of any statute or of an order of any court or otherwise shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises,

and Sublessor, at its option, shall forthwith, notwithstanding any other provisions of this Sublease to the contrary, be entitled to recover from Sublessee as and for liquidated damages an amount equal to the excess of all the rents reserved hereunder for the then current term of this Sublease and any Extended Term(s) which have been exercised under this Sublease over the fair rental value of the Premises at the time of termination for such unexpired portion, both discounted at the rate of four percent (4%) per annum to then present worth. Nothing herein contained shall, however, limit or prejudice the right of Sublessor, in any bankruptcy or reorganization or insolvency proceedings, to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any bankruptcy or reorganization or insolvency proceedings, or to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by equity or by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount shall be greater, equal to, or less than the amount of the excess referred to above.

(d) If Sublessor, Landlord or HM Holdings shall re-enter and obtain possession of the Premises by reason of or following an Event of Default under this Sublease, or if such default shall cause an event of default under the Base Lease or a default under the Agreement between Sublessor and/or HM Holdings, then Sublessor shall have the right, without notice, to repair or alter the Premises in such manner as Sublessor, Landlord or HM Holdings may deem necessary or advisable so as to put the Premises in good order and to make the same rentable, and shall have the right, at Sublessor's, Landlord's or HM Holdings' option, and, except as to Landlord, subject to the rights of Sublessee's sublessees as set forth in Paragraph 30 hereof and in that certain Consent, Estoppel and Non-Disturbance Agreement executed by HM Holdings for the benefit of Sublessee and its sublessees, to relet the Premises or any part thereof, and Sublessee agrees to pay to Sublessor, Landlord or HM Holdings on demand, in addition to all sums which may be due pursuant to Paragraph 17 hereof, all reasonable expenses incurred by Sublessor, Landlord or HM Holdings in obtaining possession, and in altering, repairing and putting the Premises in good order and condition, and in reletting the same, including fees of attorneys, architects and other experts, and also any other expenses or commissions, and Sublessee further agrees to pay directly to Sublessor, Landlord or HM Holdings when and as the same become due and payable following the date of such reentry to and including the date set forth in Paragraph 2 hereof for the expiration of the then current term of this Sublease in effect immediately prior to such reentry the sums of money which would have been payable by Sublessee as Basic Rent, Supplemental Rent, and all other rent and sums due hereunder if Sublessor, Landlord or HM Holdings had not re-entered and resumed possession of the Premises, deducting only the net

amount of rent, if any, which Sublessor, Landlord or HM Holdings shall actually receive (after deducting from the gross receipts the expenses, costs, and payments of every kind of Sublessor, Landlord or HM Holdings which in accordance with the terms of this Sublease would have been borne by Sublessee) in the meantime from and by any reletting of the Premises, and Sublessee hereby agrees to be and remain liable for all sums otherwise payable by Sublessee under this Sublease, including, but not limited to, the expenses of Sublessor, Landlord or HM Holdings as aforesaid, as well as for any deficiency aforesaid, and Sublessee's obligations under Paragraph 17 hereof, and Sublessor, Landlord or HM Holdings shall have the right from time to time to begin and maintain successive actions or other legal proceedings against Sublessee for the recovery of such deficiency, expenses or damages or for a sum equal to any installment or installments of rent and any other sums payable hereunder, and to recover the same upon the liability of Sublessee herein provided, which liability it is expressly covenanted shall survive the issuance of any action to secure possession of the Premises. Nothing herein contained shall be deemed to require Sublessor, Landlord or HM Holdings to wait to begin such action or other legal proceedings until the date when this Sublease would have expired by limitation had there been no such Event of Default. Sublessor shall use its best efforts to mitigate its damages upon an Event of Default by Sublessee hereunder.

(e) If under any of the preceding provisions of this Paragraph 23, Sublessor shall be entitled to give Sublessee a notice of termination of the term of this Sublease, Sublessor, without giving such notice of termination, and notwithstanding the continuance of the term of this Sublease and notwithstanding that Sublessor may not have re-entered or taken possession of the Premises pursuant to this Paragraph 23, shall have, to the extent permitted by law, all the rights, powers and remedies given to Sublessor by the preceding provisions of this Paragraph 23, and by the provisions of Paragraph 17 hereof, and Sublessee shall have the obligations imposed upon it by all such provisions. No such reentry or taking of possession of the Premises by Sublessor, Landlord or HM Holdings shall be construed as an election on Sublessor's part to terminate the term of this Sublease or the terms of any subleases of Sublessee unless a written notice of such intention be given to Sublessee or unless such termination be decreed by a court of competent jurisdiction.

(f) Notwithstanding anything to the contrary set forth in this Paragraph 23, and subject to the terms and conditions of Paragraph 22 hereof, upon an Event of Default hereunder by Sublessee under Paragraphs 23(a)(ii) or 23(a)(iii) hereof, which default is not curable by Guarantor pursuant to the Guaranty, and Sublessor's election to terminate this Sublease, upon written request by Guarantor, Sublessor shall enter into a new sublease with Guarantor upon substantially the same

terms and conditions as contained in this Sublease, provided that Guarantor shall not be in default under the "Bev Cap Sublease" (as defined in Paragraph 30(a)(ii) hereof) or the Guaranty. Alternatively, prior to any such termination, Guarantor shall have the right to take an assignment of this Sublease subject to the provisions of Paragraphs 22 and 23(b)(i) hereof; in which event defaults by Sublessee pursuant to Paragraphs 23(a)(ii) or 23(a)(iii) shall not be deemed an Event of Default hereunder.

(g) Notwithstanding anything to the contrary set forth in this Sublease, if the Parking Lot Sublease shall be terminated for any reason other than an Event of Default under this Sublease or the Parking Lot Sublease by Sublessee, or its subtenants, or anyone holding the Premises and/or the Parking Lot, or any part thereof, through or under Sublessee or its subtenants, or the respective agents, employees, contractors, servants, successors, assigns, licensees, or invitees of any of the foregoing, then in such event, Sublessee shall have the right and option to terminate this Sublease by giving written notice to Sublessor within thirty (30) days after Sublessee's receipt of notice of termination of the Parking Lot Sublease, whereupon this Sublease shall automatically terminate as of the date which is fifteen (15) days after receipt by Sublessor of Sublessee's notice of termination of this Sublease and the parties shall thereafter be relieved of all further obligations hereunder at law or in equity. If Sublessee shall not give such timely and proper notice of termination of this Sublease to Sublessor, such right of termination shall automatically be deemed to be waived by Sublessee.

(h) The words "enter", "re-enter" or "re-entry" are not restricted to their technical legal meaning.

(i) In the event the Parking Lot Sublease shall be terminated as a result of an Event of Default by Sublessee under the Parking Lot Sublease, this Sublease shall automatically terminate simultaneously therewith.

24. Additional Rights of Sublessor, Landlord and HM Holdings.

(a) No right or remedy herein conferred upon or reserved to Sublessor, Landlord or HM Holdings is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute. The failure of Sublessor, Landlord or HM Holdings to insist at any time upon the strict performance of any of the covenants or agreements or to exercise any option, right, power or remedy contained in this Sublease, the Base Lease or the Agreement shall not be construed as a waiver or a relinquishment thereof for the future. A receipt by Sublessor or Landlord of any Basic Rent, any Supplemental Rent and any other rent or sum payable hereunder with knowledge of

the breach of any covenant or agreement contained in this Sublease, the Base Lease or the Agreement shall not be deemed a waiver of such breach, and no waiver by Sublessor, Landlord or HM Holdings of any provision of this Sublease, the Base Lease or the Agreement shall be deemed to have been made unless expressed in writing and signed by Sublessor, Landlord or HM Holdings. In addition to other remedies provided in this Sublease, the Base Lease or the Agreement, Sublessor, Landlord or HM Holdings shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Sublease, the Base Lease or the Agreement or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Sublease, the Base Lease or the Agreement, or to any other remedy allowed to Sublessor, Landlord or HM Holdings at law or in equity.

(b) Sublessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have under any present or future constitution, statute or rule of law to redeem the Premises or to have a continuance of this Sublease for the term hereby demised after termination of Sublessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Sublease, or after the termination of the term of this Sublease as herein provided, and (ii) the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt or for distress for rent.

(c) In the event Sublessee shall be in default in the performance of any of its obligations under this Sublease, and an action shall be brought for the enforcement thereof in which it shall be determined that Sublessee was in default, Sublessee shall pay to Sublessor, Landlord or HM Holdings, as the case may be, all the expenses incurred by them in connection therewith, including the reasonable fees and expenses and reasonable costs of attorneys, accountants, engineers and all other experts and consultants. In the event Sublessor, Landlord or HM Holdings, as the case may be, shall without fault on its part be made a party to any litigation commenced by or against Sublessee, Guarantor or anyone holding the Premises or any part thereof through or under Sublessee or Guarantor, or any of their respective subtenants or licensees, and Sublessee, at its sole cost and expense, shall fail to provide Sublessor, HM Holdings or Landlord, as the case may be, with counsel approved by Sublessor, HM Holdings or Landlord, as the case may be, Sublessee shall pay all reasonable costs and expenses and the fees of their respective attorneys, accountants, experts, engineers and consultants incurred or paid by Sublessor, HM Holdings or Landlord, as the case may be, in connection with such litigation.

25. Signs.

(a) Sublessee covenants and agrees that it will not place nor permit any sign, billboard, marquee, lights, awning, poles, placard, advertising matter or other thing of any kind in or about the exterior of the Premises or the Building, or make any change in, to or on the exterior of the Premises or the Building, nor do anything on or to the exterior of the Premises to change the uniform architecture, or appearance of the Building, without in each such instance obtaining the prior written consent of Sublessor, which consent shall not be unreasonably withheld, conditioned or delayed. In the event such consent is given, Sublessee agrees to pay any minor privilege or other tax arising as a result of any such installation immediately when due. Sublessee further agrees to maintain any sign, billboard, marquee, awning, decoration, placard, or advertising matter or other thing of any kind as may be approved by Sublessor in good condition and repair at all times and to ensure that the same are in full compliance with all applicable laws, codes, regulations, ordinances, codes and requirements.

(b) Sublessee further covenants and agrees that except in the ordinary course of the conduct of Sublessee's or its sublessees' business, not to pile or place anything on the sidewalk, parking lot or other exterior portion of the Premises or Building in the front, rear or sides of the Building, nor block the sidewalk, parking lot or other exterior portion of the Premises or Building, nor do anything that directly or indirectly will materially interfere with any of the rights of ingress or egress to and from the parking lot and/or any public thoroughfares, nor do anything which will, in any way, change the uniform and general design and appearance of the Building.

26. Water and Other Damage.

Sublessor shall not be liable for, and Sublessor is hereby released and relieved from, all claims and demands of any kind by reason of or resulting from, damage or injury to person or property of Sublessee or any other party, directly or indirectly caused by (a) dampness, water, rain or snow, in any part of the Premises or in any part of the Building, or of any portion thereof, and/or (b) falling plaster, steam, gas, electricity, or any leak or break in any part of the Premises or from any pipes, appliances or plumbing or from sewers or the street or subsurface or from any other place or any part of the Building or any portion thereof or in the pipes of the plumbing or heating facilities thereof, no matter how caused.

27. Termination of Term.

It is agreed that the term of this Sublease shall expire and terminate at the end of the Initial Term (or at the expiration of the first or second Extended Term, as the case may

be) without the necessity of any notice by or to any of the parties hereto. If Sublessee or Guarantor or any of their respective subtenants, or licensees or anyone holding the Premises or any part thereof through or under Sublessee or Guarantor or any of the respective subtenants or licensees, shall occupy the Premises or any part thereof, after such expiration or termination without Sublessor's consent, Sublessee shall be deemed to hold the Premises as a tenant at sufferance, subject to all the other terms and conditions of this Sublease, at a rent equal to double the sum of the highest installment of Basic Rent (determined on a monthly basis) reserved in this Sublease and the highest Supplemental Rent paid during the term of this Sublease, plus all other rent and other sums due hereunder. Sublessor shall, upon such expiration or termination of this Sublease, be entitled to the benefit of all public general or local laws relating to the speedy recovery of possession of lands and tenements held over by tenants that may be now in force or may hereafter be enacted. If Sublessee or Guarantor or any of their respective subtenants or licensees or anyone holding the Premises or any part thereof through or under Sublessee or Guarantor or any of their respective subtenants or licensees, shall occupy the Premises or any part thereof after such expiration or termination with Sublessor's consent, Sublessee shall be deemed to hold the Premises as a tenant from month to month, subject to all the other terms and conditions of this Sublease, and shall pay the rent due hereunder during the immediately preceding year of this Sublease.

28. Chagford* Expenses.

Sublessor agrees to indemnify, defend and save harmless Sublessee from any and all loss, liability, expense and damage to the fullest extent provided in Paragraph 17 hereof arising from and in connection with that certain indebtedness of Chagford Properties, Inc., a Delaware corporation ("Chagford"), secured by a Deed of Trust of the Premises dated September 20, 1965, as modified and extended as of October 15, 1966, from Chagford to Thomas J. Caracuzzo, as Trustee (the "Chagford Indebtedness").

29. Subordination.

Subject to the second sentence of this Paragraph 29, this Sublease shall be subject to and subordinate at all times to the lien of any mortgages and/or deeds of trust now or hereafter made on the Premises and to all advances made or hereafter to be made thereunder unless the mortgagee or holder of the deed of trust elects to have Sublessee's interest hereunder superior to the interest of the mortgagee or holder of such deed of trust. Sublessee's obligation to subordinate this Sublease shall be expressly conditioned upon Sublessor obtaining non-disturbance agreements from such lenders for the benefit of Sublessee in substantially the form attached to and made a part of this Sublease as Exhibit "G". Provided Sublessee receives

the requisite nondisturbance agreement, Sublessee agrees to execute any documents necessary which are required to effect such subordination. If Sublessee fails to execute such instrument within ten (10) days after receipt of the requisite non-disturbance agreement, Sublessor shall automatically be designated as attorney-in-fact on behalf of Sublessee for the purpose of executing and delivering such subordination. Such power of attorney shall be irrevocable and be deemed coupled with an interest.

30. Non-Disturbance.

(a) Sublessor shall provide non-disturbance agreements for the benefit of "Qualified Sub-Sublessees" (hereinafter defined) in substantially the form attached to and made a part of this Sublease as Exhibit "H". A "Qualified Sub-Sublessee", for purposes of this Paragraph 30, shall be deemed to be any sublessee which has entered into a sub-sublease which meets the following qualifications:

(i) The term of such sub-sublease to which such sub-sublessee is a party shall be at least five (5) years, except that in no event shall the term of such sub-sublease extend beyond the then current term of this Sublease or any exercised Extended Term;

(ii) The per square foot rent under such sub-sublease shall be equal to or greater than the per square foot rent payable under that certain sub-sublease of even date herewith, by and between Guarantor and Sublessee for the portion of the Premises described in Paragraph 23(a)(vii) (the "Bev Cap Sublease");

(iii) Any such sublessee shall be of sufficient creditworthiness to be able to perform its obligations under such sub-sublease, as reasonably determined by Sublessor and Sublessee;

(iv) Such sub-sublease shall otherwise be in compliance with Paragraph 22 hereof; and

(v) Such sub-sublease shall be for premises containing at least fifty thousand (50,000) square feet.

(b) Sublessor shall have no obligation to provide a nondisturbance agreement for the benefit of a Qualified Sub-Sublessee if a Qualified Sub-Sublease shall not require the Qualified Sub-Sublessee to attorn to Sublessor, shall require Sublessor to be bound by any act or to cure a default thereunder of Sublessee, or shall contain provisions requiring Sublessor to pay any sum of money or to perform or assume any obligations for which Sublessor is not liable under this Sublease.

31. Sublessor's Right to Perform Sublessee's Covenants.

If Sublessee shall fail to perform any covenant or duty required of it by this Sublease or by law or shall take any action requiring Sublessor's consent without having obtained such consent, Sublessor shall have the right (but not the obligation) to perform such covenant or duty or to take any action to terminate any acts of Sublessee undertaken without Sublessor's consent and if necessary to enter the Premises for such purposes without notice. The actual cost and expense thereof to Sublessor (including an administrative cost equal to ten percent (10%) thereof), together with interest thereon at a rate equal to thirteen percent (13%) per annum from the date incurred until fully reimbursed to Sublessor, shall be deemed to be rent hereunder payable by Sublessee, and Sublessor shall have the same rights and remedies with respect to such rent as Sublessor has with respect to the rent reserved hereunder. The provisions of this Paragraph shall be applicable and Sublessor shall have the rights reserved herein whether or not such rights shall be expressly reserved in any other paragraph of this Sublease.

32. Attornment.

Provided Sublessee receives a valid, duly authorized and executed non-disturbance agreement described in Paragraph 29 hereof from all such necessary parties in the form of Exhibit "G":

(a) If Sublessor shall assign this Sublease or the rents hereunder to a creditor as security for a debt, Sublessee shall, after notice of such assignment and upon demand by Sublessor or the assignee, pay all sums thereafter becoming due Sublessor hereunder to the assignee and give all notices required to be given Sublessor hereunder both to Sublessor and such assignee. Upon receipt of such notice, Sublessee shall also have all policies of insurance required hereunder endorsed so as to protect the assignee's interest as it may appear and shall deliver such policies, or certificates thereof to the assignee.

(b) In the event the premises are sold by deed in lieu of foreclosure or at any foreclosure sale or sales, by virtue of any judicial proceedings or otherwise, this Sublease shall continue in full force and effect and Sublessee agrees, upon request, to attorn to and acknowledge the foreclosure purchaser or purchasers at such sale as the landlord hereunder.

33. Personal Property Taxes.

Sublessee shall be responsible for and shall pay or cause to be paid any taxes or assessments levied or assessed during the term of this Sublease against (a) any leasehold interest pursuant to this Sublease, or (b) any personal property

or trade fixtures of any kind, placed in, upon or about the Premises.

34. Recordation of Sublease.

Sublessee agrees that it will execute a Memorandum of Sublease substantially in the form attached hereto and made a part hereof as Exhibit "I" and suitable for recording under applicable Maryland law. Such memorandum shall include Sublessor's security interest as set forth in Paragraph 45 hereof, subject and subordinate to Guarantor's rights under the Bev Cap Sublease so long as Guarantor shall not default under the Guaranty. In the event of a default by Guarantor under the Guaranty, Sublessor shall have the right to record the Memorandum at its (Sublessor's) sole cost and expense.

35. Successors and Assigns.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon Sublessor and Sublessee and their respective legal and personal representatives, devisees, heirs, executors, administrators, successors and assigns.

36. Entire Agreement - Governing Law.

This Sublease contains the entire agreement between Sublessor and Sublessee relating to the Premises and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Sublease shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument executed by the parties hereto. This Sublease, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Maryland (but not included in the choice of law rules thereof).

37. Severability Clause - Contribution.

(a) Should any provision of this Sublease be Void or be or become unenforceable at law or in equity, the remaining provisions hereof shall remain in effect and shall in no way be affected or impaired thereby.

(b) Each party hereto hereby acknowledges that both parties hereto participated actively in the negotiation and drafting of this Sublease and accordingly, no court construing this Sublease shall construe it more stringently against one party than against the other.

38. Notices.

All notices hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by registered or certified mail, return receipt requested, or deposited with a courier service advertising next day delivery, to Sublessor at 4421 Waterfront Drive, Glen Allen, Virginia 23060, Attention: Arnold H. Dreyfuss, with a copy to Neil S. Kessler, Esquire, Mays & Valentine, P.O. Box 1122, Richmond, Virginia 23208 or at 1111 East Main Street, 20th Floor, Richmond, Virginia 23219, and to Sublessee at 2209 Sulphur Spring Road, Baltimore, Maryland 21227, Attention: C. W. Martin, with copies to Beverage Capital Corporation, 2209 Sulphur Spring Road, Baltimore, Maryland 21227, Attention: C. W. Martin, and Richard M. Zeidman, Esquire, Linowes and Blocher, 1010 Wayne Avenue, 10th Street, Silver Spring, Maryland 20910. The parties may change their respective addresses from time to time by notice to the other in the manner prescribed herein.

39. Surrender.

Upon the expiration or earlier termination of this Sublease, Sublessee shall peaceably leave and surrender the Premises to Sublessor in the same condition in which the Premises were originally received from Sublessor at the commencement of this Sublease, except as repaired, rebuilt, restored, altered or added to as provided in or required by any provision of this Sublease, ordinary wear and tear excepted. If Sublessee is not in default under this Sublease, Sublessee shall remove from the Premises, prior to such expiration or earlier termination of the term of this Sublease, all property situated thereon which is not owned by Landlord or Sublessor, and, at its sole cost and expense, shall repair, on or prior to such expiration or earlier termination, any damage caused by such removal. Property not so removed shall, at Sublessor's sole option, become the property of Sublessor, or Sublessor may thereafter cause such property to be removed from the Premises and disposed of, with the cost of any such removal and disposition, as well as the cost of repairing any damage caused by such removal, being borne by Sublessee.

40. Liability of Sublessor - Right of First Refusal.

Anything contained in this Sublease to the contrary notwithstanding, Sublessee agrees that Sublessor shall otherwise have absolutely no personal liability with respect to any provision of this Sublease or any obligation or liability arising therefrom or in connection therewith, that Sublessee shall look solely to Sublessor's leasehold estate in the Premises for the collection or satisfaction of any judgment (or other judicial process), claims or remedies of Sublessee in the event of a default or breach by Sublessor of any of its obligations under this Sublease or for any other cause or reason whatsoever, and that no other assets of Sublessor shall be subject to levy, execution or other judicial process for the satisfaction of Sublessee's claim. The foregoing

notwithstanding, in the event of (a) a default by Sublessor under the Base Lease or the Agreement (expressly excluding an event of default under the Base Lease in the circumstances described in Paragraphs 21(a)(ii) or 21(a)(iii) thereof to the extent they involve SCM or HM Holdings), which such default shall not be cured within any applicable cure period and as a result of which Landlord or HM Holdings shall exercise their respective rights and remedies under the Base Lease or the Agreement to cause the termination or reassignment of the Base Lease or the Agreement or the termination of this Sublease, or (b) a default by Sublessor under Paragraph 4(b)(i) hereof (which default was not caused by the actions of Sublessee or Guarantor, or their respective subtenants, or anyone holding the Premises or any part thereof through or under Sublessee, or Guarantor or any subtenants or licensees, which breach shall not be cured in twenty (20) days after Sublessee shall have given notice to Sublessor specifying such breach, provided, however, if such breach is not susceptible to being cured within such twenty (20) day period, and such breach has not caused an event of default under the Base Lease or a default under the Agreement for which Landlord or HM Holdings, as the case may be, shall have notified Sublessor, then as long as Sublessor shall commence to cure such default within such twenty (20) day period and shall diligently pursue such cure, said period or cure shall be extended for up to one hundred twenty (120) days for so long as Sublessor shall be diligently continuing to pursue the cure of such default, this limitation of liability shall not be applicable and Sublessee shall have all rights and remedies available at law or in equity against Sublessor on account of such breach. This exculpation of liability shall be absolute and without any exception whatsoever, except as set forth in the immediately preceding sentence of this Paragraph 40.

In the event Sublessor conveys or transfers its interest in the Premises or in this Sublease, except as collateral security for a loan, upon such conveyance or transfer, Sublessor (and in the case of any subsequent conveyances or transfers, the then grantor or transferor) shall be released and relieved from any liability with respect to the performance of any covenants and obligations on the part of Sublessor thereafter accruing (or the then grantor or transferor) required to be performed hereunder; and any amounts then due and payable to Sublessee by Sublessor (or by the then grantor or transferor) or any other obligation then to be performed by Sublessor (or by the then grantor or transferor) for Sublessee under any provisions of this Sublease, shall either be paid or performed by Sublessor (or by the then grantor or transferor) or such payment or performance assumed by the grantee or transferee; it being intended hereby that the covenants and obligations on the part of Sublessor to be performed hereunder shall, subject as aforesaid, be binding on Sublessor, its successors and assigns, during and in respect of their respective periods of ownership of an interest in the Premises or in this Sublease.

The foregoing notwithstanding, if at any time during the term of this Sublease, Sublessor desires to sell and/or assign its entire interest in this Sublease to any third party [other than (i) to an "Affiliate" (as hereinafter defined) of Sublessor, (ii) in connection with any merger, reorganization or consolidation involving Sublessor, or in conjunction with a sale of all or substantially all of the stock and/or assets of Sublessor, (iii) in conjunction with any mortgage of this Sublease or to any party which shall have been conveyed a security interest in this Sublease by Sublessor, (iv) to Landlord, HM Holdings, Pathology Building Partnership, Guarantor or an Affiliate of any of them, in connection with a default by Sublessor under respectively the Base Lease, Agreement or its lease with Pathology Building Partnership for the Parking Lot dated February 1, 1980, (v) in connection with any judicial or non-judicial foreclosure, sale or deed in lieu thereof, or (vi) in connection with any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law or in equity], Sublessor shall give written notice ("Sublessor's Notice to Negotiate") to Sublessee of the terms on which Sublessor desires to sell and/or assign this Sublease. Sublessor's Notice to Negotiate shall state a purchase and/or assignment price for this Sublease and all of the fundamental terms of the proposed purchase and/or assignment (the "Basic Terms"). Sublessee shall have thirty (30) days after receipt of Sublessor's Notice to Negotiate to execute and deliver to Sublessor a purchase and sale and/or assignment agreement for this Sublease in form, scope and substance satisfactory to Sublessor and Sublessee. Sublessor and Sublessee shall diligently negotiate such agreement in good faith. If, despite the diligent, good faith efforts of the parties, at the end of said thirty (30)-day period, Sublessor and Sublessee have not executed and delivered a purchase and sale agreement and/or assignment agreement, then, Sublessee's "Opportunity to Negotiate" (as hereinafter defined) shall cease to exist, this Sublease shall otherwise continue in full force and effect, and Sublessor shall be free, at any time thereafter, to sell and/or assign this Sublease to any third party upon the same or better Basic Terms contained in Sublessor's Notice to Negotiate. Additionally, if at the end of said thirty (30)-day period Sublessor and Sublessee have not executed and delivered a purchase and sale and/or assignment agreement, within five (5) days after a request from Sublessor, Sublessee agrees to execute and deliver to Sublessor a certificate in form and substance satisfactory to Sublessor stating that the Opportunity to Negotiate no longer exists with respect to the Basic Terms contained in Sublessor's Notice to Negotiate. It is understood and agreed, however, that the execution and delivery of such a certificate shall not be required in order for the Opportunity to Negotiate to cease to exist. In addition to those matters described in subparagraphs (i) through (vi) of this paragraph, Sublessee's opportunity to negotiate for purchase as set forth in this Paragraph 40 (the "Opportunity to Negotiate") shall not apply at any time in which an Event of Default under this

Sublease has occurred; or to any offer or sale incidental to a condemnation or other eminent domain proceeding pursuant to any law, general or special, including, but not limited to, a voluntary conveyance under threat of or in lieu of condemnation or while such action or proceeding is pending; or to the exercise of any remedy by any mortgagee of Sublessor's interest in this Sublease (or any part thereof), and the Opportunity to Negotiate shall in all respects be subordinate and inferior to the rights of any such mortgagee and shall automatically terminate in the event of a foreclosure or acceptance of a deed in lieu of foreclosure thereof. In the event Sublessor fails to consummate a sale or assignment of the Sublease upon terms substantially similar to or better than the Basic Terms within eighteen (18) months of the date Sublessee's Opportunity to Negotiate shall have terminated, then such Opportunity to Negotiate shall be reinstated in full force and effect and any subsequent sale or assignment of this Sublease shall be subject to all the terms of this Paragraph 40. In the event Sublessor shall consummate a sale or assignment of this Sublease upon terms substantially similar to or better than the Basic Terms within eighteen (18) months of the date Sublessee's Opportunity to Negotiate shall have been terminated, then Sublessee's Opportunity to Negotiate shall automatically become null and void and shall be of no force or effect as to any subsequent sales or assignments of this Sublease.

Any purchase and/or assignment of this Sublease to Sublessee pursuant to this Paragraph 40 shall be in accordance with the following provisions:

(a) The closing thereof shall take place on a date mutually approved by Sublessor and Sublessee, which date shall be not later than three (3) months after a purchase and sale and/or assignment agreement shall have been executed and delivered by Sublessor and Sublessee (the "Closing Date"). Time shall be of the essence with respect to the Closing Date.

(b) Any sale or assignment of this Sublease by Sublessor shall be subject to the consents of Landlord, HM Holdings and/or any mortgagee of Sublessor's interest in this Sublease.

(c) Sublessee shall have no right whatsoever to assign or transfer its Opportunity to Negotiate or to assign any interest it may have in the aforesaid purchase and sale and/or assignment agreement to any party or entity except Guarantor.

(d) "Affiliate" shall mean any corporation, partnership, trust or other entity controlling, controlled by or under common control with Sublessor.

41. Estoppel Certificate.

Sublessee and Sublessor shall, at any time and from time to time, upon not less than seven (7) days' prior written notice by the other party hereto, execute, acknowledge and deliver to the requesting party or its designees a statement in writing executed by the president or any vice president of Sublessee or Sublessor, as the case may be, certifying that this Sublease is unmodified and in full force and effect (or, if there have been any modifications thereof, that this Sublease is in full force and effect as modified, and setting forth such modifications) and the dates to which the rent and other sums payable hereunder have been paid, and either stating that no default exists in the performance of any covenant, agreement or condition in this Sublease, or specifying each such default, it being intended that any such certificate delivered by Sublessee or Sublessor pursuant to this Paragraph 41 may be relied upon by the requesting party or its designee, including, but not limited to, any mortgagee or prospective purchaser of Sublessor's or Sublessee's leasehold estate in the Premises, or any assignee of such mortgagee. Any such statement delivered pursuant to this Paragraph 41 may be relied upon by any prospective purchaser of the estate of Sublessor or Sublessee or by the mortgagee or any assignee of any mortgagee or the trustee or beneficiary of any deed of trust constituting a lien on the Premises, the Base Lease or this Sublease.

42. Headings.

The headings of the various paragraphs of this Sublease are for convenience only and are not a part of this Sublease.

43. Survival of Covenants, Agreements and Obligations.

Each and all of the covenants, agreements, obligations and indemnities of Sublessor or Sublessee under this Sublease shall survive the expiration or sooner termination of this Sublease, whether or not such survival shall be specifically stated in any particular provisions of this Sublease.

44. No Merger.

There shall be no merger of this Sublease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Sublease, the Base Lease or the leasehold estate hereby created or any interest in this Sublease or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate.

45. Security.

(a) Sublessee and Sublessor hereby acknowledge and agree that this Sublease shall constitute and serve as a "Security Agreement" on personal property within the meaning of, and shall constitute a security interest under, the Uniform Commercial Code, as adopted in Maryland (the "UCC"), with respect to any and all subleases, licenses, concessions or other agreements, including, without limitation, the Bev Cap Sublease (written or verbal, now or hereafter in effect), which grant a possessory interest in and to, or the right to use, the Premises, save and except any and all leases, subleases or other agreements pursuant to which Sublessor or HM Holdings is granted a possessory interest in the Premises (hereinafter collectively referred to as the "Leases"), and all of the rents, revenues, income, proceeds, profits and other benefits paid or payable by parties to the Leases, other than Landlord, HM Holdings and Sublessor, for using, leasing, licensing, possession, operating from, residing in, selling or otherwise enjoying the Premises (hereinafter collectively referred to as the "Rents"). To this end, Sublessee has granted, bargained, conveyed, assigned, transferred and set over, and by these presents does hereby grant, bargain, convey, assign, transfer and set over, unto Sublessor a first and prior security interest and all of Sublessee's right, title and interest in, to and under the Leases and Rents, in trust, to secure the full and timely payment of the Basic Rent, the Supplemental Rent, and all other sums due under this Sublease and the full and timely performance and discharge of Sublessee's obligations and responsibilities under this Sublease. Upon a default by Guarantor under the Guaranty, Sublessee agrees to execute and deliver to Sublessor, in form and substance reasonably satisfactory to Sublessor, such financing statements and other further assurances as Sublessor may, from time to time, consider necessary to create, perfect and preserve Sublessor's security interest granted by this Paragraph 45 and Sublessor may cause such statements and assurance to be recorded and filed, at Sublessor's sole cost and expense, and at such times and places as may be required or permitted by law to so create, perfect and preserve such security interests. Notwithstanding anything contained in this Sublease to the contrary, in the event Guarantor shall either exercise its right to take an assignment of this Sublease or enter into a new sublease with Sublessor pursuant to Paragraph 23(f) hereof, then the terms of this Paragraph 45 shall be null and void and of no further force and effect, and Sublessor shall release any financing statements or security agreements which it may have previously recorded.

(b) Upon a default by Guarantor under the Guaranty, Sublessor shall have all the rights, remedies and recourses with respect to the Leases and Rents afforded a secured party by the UCC in addition to, and not in limitation of, the other rights, remedies and recourses afforded Sublessor under this Sublease.

(c) The assignment and security interest herein granted shall not be deemed or construed to require Sublessor to take any action, incur any expenses or perform or discharge any of Sublessee's obligations, duties or liabilities under any of the Leases or otherwise.

(d) Unless and until an Event of Default occurs, Sublessee shall be entitled to collect the Rents as and when, but not before, they become due and payable. Sublessee hereby agrees with Sublessor that the other parties under the Leases may, upon notice from Sublessor of an Event of Default hereunder, which default shall not be timely cured by Guarantor, thereafter pay direct to Sublessor the Rents due and to become due under the Leases and attorn all other obligations thereunder direct to Sublessor without any obligation on their part to determine whether an Event of Default does in fact exist.

(e) Sublessee agrees not to collect in excess of two (2) months' rent under any of the Leases and shall abide by its obligations under the Leases.

(f) At Sublessee's sole cost and expense, Sublessee agrees to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of any party or guarantor thereunder, and to pay all costs and expenses of Sublessor, including attorney's fees and expenses, in any such action or proceeding in which Sublessor may appear.

46. Conditions to Sublessor's Obligations.

Notwithstanding any provisions in this Sublease to the contrary, Sublessor shall have no obligation, responsibility or liability under this Sublease unless and until (a) the Parking Lot Sublease described in Paragraph 23(a)(vi) hereof shall be executed and delivered by Sublessor and Sublessee and consented to by Pathology Building Partnership, (b) all of the conditions and requirements of Paragraph 10(A) of the Agreement shall have been fully and completely satisfied, including, but not limited to, the receipt of the opinion of counsel required by Paragraph 10(A)(4) of the Agreement, (c) the consent of HM Holdings to this Sublease required by Paragraph 10(A)(3) of the Agreement shall be obtained, and (d) final approval of this Sublease by the board of directors of Sublessor shall have been obtained, and (e) the Bev Cap Sublease and the Guaranty shall have been executed and delivered to Sublessor.

47. Broker's Commissions.

Sublessee and Sublessor each covenants, warrants and represents to the other that there is no broker, realtor, agent or finder instrumental in consummating this Sublease, except Virginia Landmark Corporation and Industrial Realty Company, Inc. (together, "Broker"). Sublessor covenants and agrees to

CONSTANTINE STANDARD CARTON PACKS

STANDARD PACKING	28mm Plastop	28mm Flex-Loc	38mm Beverage	38mm Stock	HP Liquor
CLOSURES PER CASE	5,184	5,040	2,592	2,700	2,500
WEIGHT PER CARTON	36#	37#	36.4#	35.0#	20#
CASES PER PALLET	25	25	25	25	35
CLOSURES PER PALLET	129,600	126,000	64,800	67,500	87,500
PALLETS PER TRUCKLOAD	28	28	28	28	28
CLOSURES PER TRUCKLOAD	3,628,800	3,528,000	1,814,400	1,890,000	2,450,000

* All closures are palletized and shrink wrapped.

* Closures are not packed in Poly-Bags

(If requested for Bottled Water, \$.28/M upcharge applies).

# of Pallets	# of Cases			28mm Plastop/Oil	28mm Flex-Loc	38mm Beverage	38mm Stock	HP Liquor
	(a)	(b)	(c)	(a)	(a)	(a)	(b)	(c)
1	25	25	35	129,600	126,000	64,800	67,500	87,500
2	50	50	70	259,200	252,000	129,600	135,000	175,000
3	75	75	105	388,800	378,000	194,400	202,500	262,500
4	100	100	140	518,400	504,000	259,200	270,000	350,000
5	125	125	175	648,000	630,000	324,000	337,500	437,500
6	150	150	210	777,600	756,000	388,800	405,000	525,000
7	175	175	245	907,200	882,000	453,600	472,500	612,500
8	200	200	280	1,036,800	1,008,000	518,400	540,000	700,000
9	225	225	315	1,166,400	1,134,000	583,200	607,500	787,500
10	250	250	350	1,296,000	1,260,000	648,000	675,000	875,000
11	275	275	385	1,425,600	1,386,000	712,800	742,500	962,500
12	300	300	420	1,555,200	1,512,000	777,600	810,000	1,050,000
13	325	325	455	1,684,800	1,638,000	842,400	877,500	1,137,500
14	350	350	490	1,814,400	1,764,000	907,200	945,000	1,225,000
15	375	375	525	1,944,000	1,890,000	972,000	1,012,500	1,312,500
16	400	400	560	2,073,600	2,016,000	1,036,800	1,080,000	1,400,000
17	425	425	595	2,203,200	2,142,000	1,101,600	1,147,500	1,487,500
18	450	450	630	2,332,800	2,268,000	1,166,400	1,215,000	1,575,000
19	475	475	665	2,462,400	2,394,000	1,231,200	1,282,500	1,662,500
20	500	500	700	2,592,000	2,520,000	1,296,000	1,350,000	1,750,000
21	525	525	735	2,721,600	2,646,000	1,360,800	1,417,500	1,837,500
22	550	550	770	2,851,200	2,772,000	1,425,600	1,485,000	1,925,000
23	575	575	805	2,980,800	2,898,000	1,490,400	1,552,500	2,012,500
24	600	600	840	3,110,400	3,024,000	1,555,200	1,620,000	2,100,000
25	625	625	875	3,240,000	3,150,000	1,620,000	1,687,500	2,187,500
26	650	650	910	3,369,600	3,276,000	1,684,800	1,755,000	2,275,000
27	675	675	945	3,499,200	3,402,000	1,749,600	1,822,500	2,362,500
28	700	700	980	3,628,800	3,528,000	1,814,400	1,890,000	2,450,000

MICROFILMED

PALLETS	20 OZ PET	1 LTR PET	2 LTR PET	3 LTR PET	24 OZ PET
1	161.5	180	192	116.6	127.5
2	323	360	384	233.2	255
3	484.5	540	576	349.8	382.5
4	646	720	768	466.4	510
5	807	900	960	583	637.5
6	969	1080	1152	699.6	765
7	1130.5	1260	1344	816.2	892.5
8	1292	1440	1536	932.8	1020
9	1453.5	1620	1728	1049.4	1147.5
10	1615	1800	1920	1166	1275
11	1776.5	1980	2112	1282.6	1402.5
12	1938	2160	2304	1399.2	1530
13	2099.5	2340	2496	1515.8	1657.5
14	2261	2520	2688	1632.4	1785
15	2422.5	2700	2880	1749	1912.5
16	2584	2880	3072	1865.6	2040
17	2745.5	3060	3264	1982.2	2167.5
18	2907	3240	3456	2098.8	2295
19	3068.5	3420	3648	2215.4	2422.5
20	3230	3600	3840	2332	2550

1 ltr clear petaloid bottles B0100
 1 ltr green petaloid bottles B0110
 2 ltr clear petaloid bottles B0210
 2 ltr green petaloid bottles B0211
 3 ltr clear petaloid bottles B0310
 3 ltr green petaloid bottles B0311
 24 oz clear petaloid bottles B024

6/5/96

EMPTY GLASS PALLET/TRUCK LOAD QUANTITIES

7/17/96

16 OZ GLASS

BRAND	SUPPLIER	PALLET	20 PLT TRUCK LOAD
SNAPPLE	ANCHOR	157.5 CS	3150 CS
SNAPPLE	OWENS BROCKWAY	157.5 CS	3150 CS
MISTIC	ANCHOR	140.25 CS	2805 CS
LIPTON 13 Lyr	FOSTER FORBES	170.08 CS	3401.6 CS
LIPTON	OWENS BROCKWAY	157.5 CS	3150 CS
O S 13 Lyr	FOSTER FORBES	170.08 CS	3401.6 CS
O S 12 Lyr	OWENS BROCKWAY	157.5 CS	3150 CS
GENERIC	Z & H	157.5 CS	3150 CS
MSTC MINI MEGA	ANCHOR	127.5 CS	2550 CS
SNAPPLE 13 Lyr	OWENS BROCKWAY	170.62 CS	3412.5 CS
SNAPPLE 12 Lyr	FOSTER FORBES	157 CS	3140 CS
SNAPPLE 12 Lyr	FOSTER FORBES	157.5 CS	3150 CS
SNAPPLE 13 Lyr	FOSTER FORBES	170.08 CS	3401.6 CS
MISTIC	OWENS BROCKWAY	153 CS	3060 CS
SNAPPLE 13 Lyr	FOSTER FORBES	170.625 CS	3412.5 CS

20 OZ GLASS

REBOUND	ANCHOR	108 CS	2160 CS
---------	--------	--------	---------

10 OZ GLASS

SNAPPLE	Z & H	232.75 CS	4655 CS
---------	-------	-----------	---------

32 OZ GLASS

SNAPPLE	ANCHOR	151.6 CS	3032 CS
---------	--------	----------	---------

24 OZ GLASS

MISTIC	ANCHOR	98.8 CS	1976 CS
MISTIC	OWENS BROCKWAY	123.99 CS	2479.96 CS

** NOTE **

FOSTER FORBES HAS TWO DIFFERENT COUNTS FOR THE 12 LAYER GLASS ON THEIR BILL OF LADING IF IT SHOWS 3780 BOTTLES PER PALLET IT IS THE 3150 CASES PER TRUCK, IF THE B/L SHOWS 3768 BOTTLES PER PALLET IT IS 3140 CASES PER TRUCK.

FOSTER FORBES ALSO HAS TWO DIFFERENT COUNTS FOR THE 13 LAYER GLASS ON THEIR BILL OF LADING IF IT SHOWS 4082 BOTTLES PER PALLET IT IS THE 3401.6 CASES PER TRUCK, IF IT SHOWS 4095 BOTTLES PER PALLET IT IS THE 3412.5 CASES PER PALLET.

Flavor	400 #	Labels R/F 16 oz. Version	Labels C/S 16 oz. Version	Cans 11.5 oz. Version	Labels C/S 10 oz. Version
Decaffeinated Tea	301	2	2		
Lemon Tea	42	2	2	4	
Mango Tea	292	3	3		
Mint Tea	304	3	3		
Passion Fruit Tea	186	2	2		
Peach Tea	309	2	2	4	
Raspberry Tea	302	2	2	4	
Strawberry Tea	310	2	2		
Diet Lemon Tea	92	4	3 or 4	4	
Diet Peach Tea	409	4	3 or 4	2	
Diet Raspberry Tea	402	3	2 or 3	2	
Bali Blast	184	3	3	3	
Cantaloupe Cocktail	185	6	6		
Cherry Lemonade	358	2	2		
Fruit Punch	21	3	3	4	
Grapeade	14	3	3	4	
Guava Mania	328	3	3		
Kiwi Strawberry	323	3	3	4	
Lemonade	25	3	3	4	
Mango Madness	329	4	4	4	
Melonberry	395	4	4		
Orangeade	19	4	4		
Papaya Colada	551	1	1		
Peach Lemonade	550	2	2		
Pink Lemonade	371	4	4	4	
Samoan Splash	552	1	1		
Strawberry Lemonade	369	4	4		
Diet Kiwi Strawberry	424	5	4 or 5		
Diet Mango Madness	429	5 or 6	5 or 6		
Diet Pink Lemonade	471	2 or 3	2 or 3		
Apple Crisp	35				* 0
Cranberry Royale	365				* 0
Passion Supreme	351				* 0
Vitamin Supreme	129				* 3

* Denotes Changes

NOTE: Version # 0 on 10oz Juices indicates that there will be no version number on the label.

Issued: 8/13/96 5:39 PM

Replaces: 4/30/96

LBLVER2.XLS

1 HON GLASS CONTAINER CORPORATION
BULK LOAD SPECIFICATION

LOAD SPEC NUMBER: 951497
SUPERCEDES NO: NEW
CREATION DATE: 11/30/95

ITEM NUMBER: 11758 - 01 - C
DESCRIPTION: 160Z MISTIC
CUSTOMER: SPEAR PACKING
SHIP TO: NEW BRUNSWICK, NJ

ITEM DIAMETER: 2.950"
ITEM HEIGHT: 7.013"
ITEM WEIGHT: 8.500 OZ.
PALLET SIZE: 56.0" X 44.0"

BULK LOAD PATTERN AND BUILDING INSTRUCTIONS:

WARE/ROW A: 18
WARE/ROW B: 18
A ROWS: 09
B ROWS: 00

TOTAL WARE
PER LAYER: 306

LAYER SIZE: 54.5" X 43.8"

- 2550 per truck

INSTRUCTIONS

- 1 USE 56 X 44 BULK PALLET
- 2 PLACE LAYER SHEET ON TOP OF PALLET
- 3 PLACE LAYER SHEET ON TOP OF EACH LAYER
- 4 PLACE WOOD FRAME ON TOP OF LOAD
- 5 SECURE LOAD WITH 08 DYNAMX STRAPS
- 6 STRETCH WRAP COMPLETED LOAD

LOAD INFORMATION

WARE/LAYER 306
LAYERS/LOAD: 10
TOTAL WARE/LOAD: 3060
TOTAL GROSS/LOAD: 21.25

GLASS WEIGHT: 1625.62 LBS.
PAPER WEIGHT: 33.00 LBS.
PALLET & FRAME WT.: 100.0 LBS.
TOTAL LOAD WEIGHT: 1,758.63 LBS.
LOAD SIZE: 56.0" X 44.0" X 85.2"

SHIPPING INFORMATION

! MFG !	! TRAILER !	! LOADING !	! LOAD !	! GROSS !	! GLASS !	! PAPER, !	! TOTAL !
! PLANT !	! SIZE !	! PLAN !	! TRLR !	! TRLR !	! WEIGHT !	! FRAME & !	! LOAD !
! !	! !	! !	! !	! !	! !	! PALLET WT !	! WEIGHT !
! 06 13 !	! 148.0'X 102.0" !	! STRAIGHT !	! 20 !	! 425.0 !	! 132,512.5 !	! 2,660.0 !	! 38,172.5 !
! 10 !	! 148.0'X 102.0" !	! STRAIGHT !	! 20 !	! 425.0 !	! 132,512.5 !	! 2,660.0 !	! 38,172.5 !
! 10 !	! 153.0'X 102.0" !	! STRAIGHT !	! 22 !	! 467.5 !	! 135,753.8 !	! 2,926.0 !	! 38,689.8 !

SPECIAL INSTRUCTIONS: MAKE SURE TRAILER IS CLEAN AND LEAK PROOF

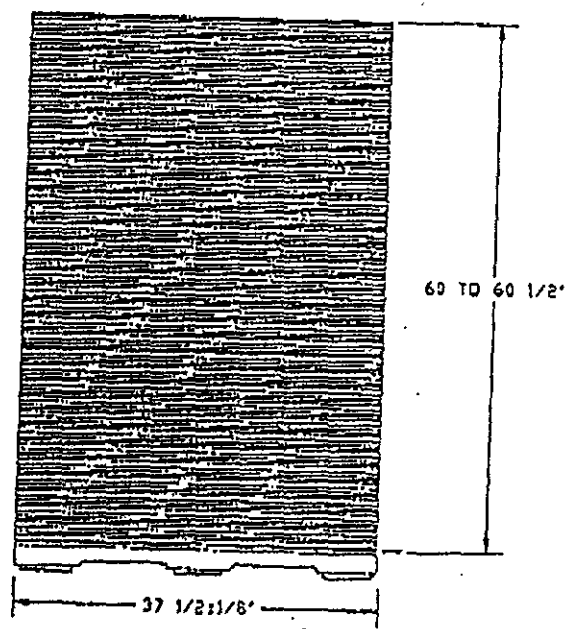
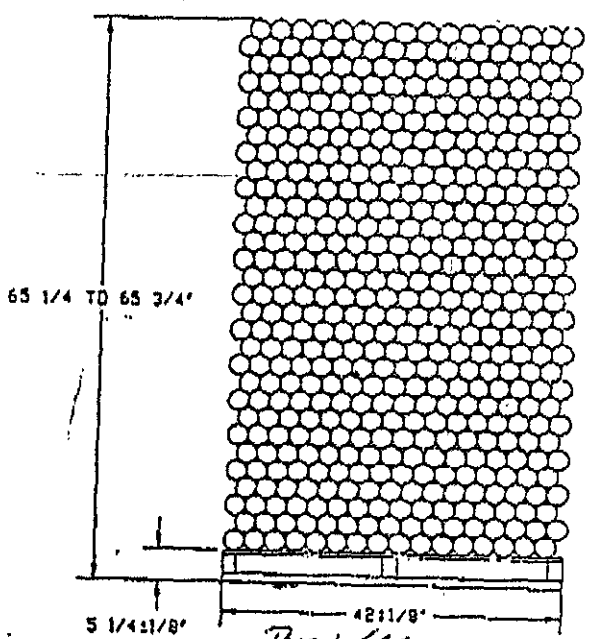


Post-It® Fax Note 7671		Date 3-18-96	# of pages 1
To PAUL PACELOT		From Howard Sachs	
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

PRODUCT PACKAGING AND HANDLING MANUAL

END SPECIFICATIONS
CROWN 202 TAB END - SMALL PACK

PAGE 4.2.1.4.4.2
Sheet 1 of 1



1-50
Bev Lipo
Howard Sachs
R.L. Winters

PACK ON .0088 PLATE

PRODUCT DESCRIPTION: 12 OZ. ALUMINUM END 202 RING RETAIN TAB		
480 ENDS PER BAG	16 BAGS PER LAYER	30 LAYERS PER PALLET
480 BAGS PER PALLET	230,400 ENDS PER PALLET	PALLET SPECIFICATION
37.5" X 42" PALLET SIZE	202 SMALL PACK PALLET	42 PALLET TARE WEIGHT (LBS.)

NOTE MANUFACTURING PRESS UNIT

1,500 STOLLE END GWT (LBS.)	0.0088 PLATE
1,455 STOLLE END WEIGHT (LBS.)	1,500 TOTAL PACKAGE WEIGHT (LBS.) - STOLLE
45,000 GROSS PACKAGE WEIGHT PER TRUCKLOAD (LBS.) - STOLLE	30 PALLETS PER TRUCKLOAD
43,740 NET PACKAGE WEIGHT PER TRUCKLOAD (LBS.) - STOLLE	1,260 TARE PER TRUCKLOAD (LBS.)
→ 6,912,000 TOTAL ENDS PER TRUCKLOAD	14,400 TOTAL BAGS PER TRUCKLOAD

BAG SPECIFICATION: 2 5/8" X 1 5/8" X 44" 50 KRAFT PAPER	3 BAG DESIGNS - RED, WHITE AND BLUE COLORED
* STOLLE BAG DESIGN COLOR INDICATES LANE	LOGO AND DIAMETER*

NOTE: PACK 48' CROWN TRAILER

AIR BAG SECOND AND LAST ROW

LOAD PATTERN: 15 DOUBLE ROWS (2 WIDE)

30 TOTAL SKIDS

45,000 GROSS PACKAGE WEIGHT PER TRUCKLOAD (LBS.) - STOLLE

PACKAGE: 12" SNAKEWRAP IN CENTER OF PACK

STRETCH WRAP WITH 20" CLEAR FILM

PACKAGE HEIGHT 65 1/4 - 65 3/4" FROM FLOOR UP

PALLET HEIGHT 5 1/4" FROM FLOOR TO BAGS

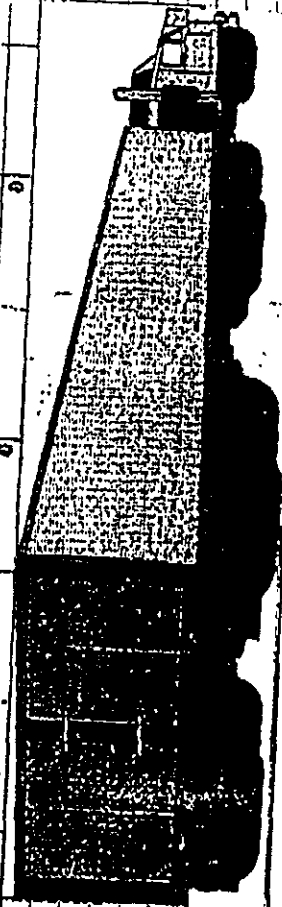
END HEIGHT 60 - 60 1/2"

NOTE: BAGS MAY OVERLAP PALLET DEPENDING ON PACKER AS MUCH AS 1/2" ON AN END

8/29/95 . 5:12 PM

End Packing Specifications

PACKSPEC.XLS

[illegible]

TOTAL - 2 21

	21 HIGH		20 HIGH		
1	340	8169	324	7780	1
2	680	16338	648	15560	2
3	1020	24507	972	23340	3
4	1360	32676	1296	31120	4
5	1700	40845	1620	38900	5
6	2040	49014	1944	46680	6
7	2380	57183	2268	54460	7
8	2720	65352	2592	62240	8
9	3060	73521	2916	70020	9
10	3400	81690	3240	77800	10
11	3740	89859	3564	85580	11
12	4080	98028	3888	93360	12
13	4420	106197	4212	101140	13
14	4760	114366	4536	108920	14
15	5100	122535	4860	116700	15
16	5440	130704	5184	124480	16
17	5780	138873	5508	132260	17
18	6120	147042	5832	140040	18
19	6460	155211	6156	147820	19
20	6800	163380	6480	155600	20
21	7140	171549	6804	163380	21
22	7480	179718	7128	171160	22

Every line

OWENS-BROCKWAY

QUALITY

CONTACTS FOR NOTIFICATION OF ISSUES:

ROBERT MAUZY - AREA PACKAGE ENGINEER -- (410) 879-0295

BARBARA LAPLANTE - SALES SERVICE ----- (419) 247-1449

(800) 551-5137

MARK EVANS - DANVILLE TOTAL Q.C. MGR., ---- (804) 797-6152

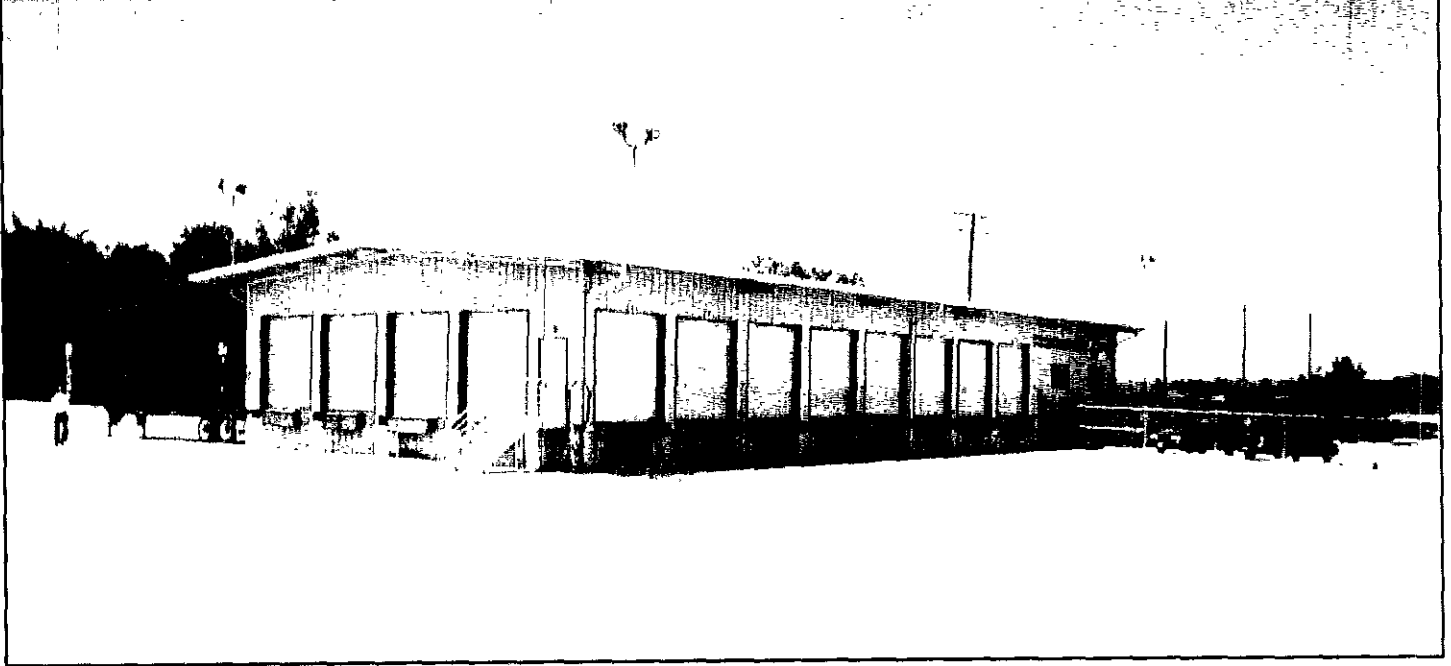
WILLIE JOHNSON - SALES ----- (201) 368-6602

PROMPT NOTIFICATION ON ANY QUALITY ISSUES TO EITHER OF
ABOVE CONTACTS IS REQUESTED AND NEEDED FOR QUICK
RESPONSE.

THANK YOU.

cc/ J. Sheridan
Butch
Richard
Leroy
Marble
J. Doherty
Steven Harper
Boyle
Donna
Kitt

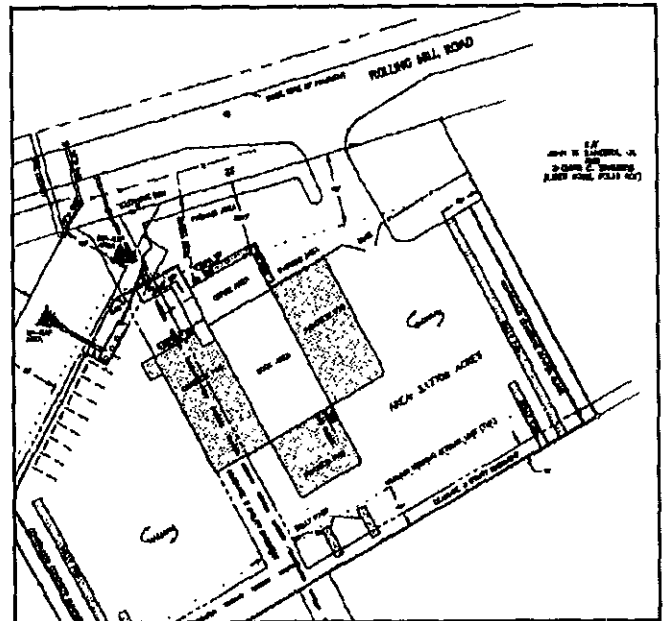
Available



**7101 Rolling Mill Road
Canton Industrial Park - Baltimore, Md.
20-door truck terminal on 3± acres**

*Revised
H 9*

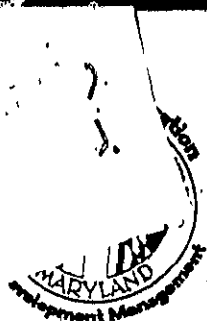
- Building = 6,100 sf ±
- Lot fenced, paved & lit
- 52' wide dock
- 400 amp service
- "Edge a Dock" levelers
- Built in 1991
- Near I-95 & Port of Baltimore



KLNB
INC.

Commercial Real Estate Services

Contact Jim Caronna or Andy Georgelakos 410/321-01000



Zoning Enforcement

Baltimore County
Zoning Administration & Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204
(410) 887-3351

ZONING VIOLATION ASSIGNMENT RECORD

CASE NO. C-93-2725

ZONING:

LOCATION: 2209 SULPHUR SPRING ROAD

NEAREST INTERSECTION:

ALLEGED VIOLATIONS: TRUCK TERMINAL

(X) RFA () LETTER () IN-PERSON () PICK-UP FROM:

ASSIGNED TO: (X) K. CONNOR () G. FREUND () D. THOMPSON
() C. MCGRAW () L. WASILEWSKI () T. FITTS
() D. PROPALIS

ELECTION DISTRICT: 13TH

TAX ACCOUNT NO:

COMMENTS:

Resp. No 10

ACKNOWLEDGEMENT NOTICE

DEAR MRS. CLINGERMAN:

DATE: JUNE 14, 1993

PLEASE BE ADVISED THAT YOUR COMPLAINT INVOLVING THE ABOVE-REFERENCED PROPERTY HAS BEEN RECEIVED BY THIS OFFICE. AN INSPECTOR HAS BEEN ASSIGNED TO THE CASE AND WILL VISIT THE LOCATION AS SOON AS POSSIBLE. SHOULD THIS MATTER BE SCHEDULED FOR A DISTRICT COURT TRIAL, YOU WILL BE NOTIFIED OF THE DATE.

ZONING ENFORCEMENT SECTION

TELEPHONE: 887-3351.

ZONING VIOLATION INSPECTION RECORD

Date:	Inspector:	No. C-
Zoning:	Location: 2209 Sulfur Sulphur Spring Rd	
District:	Int./Landmark:	21227
Source:	In-Person ☐	Structure: Apartment ☐
	Letter ☐	Dwelling ☐
	Pick-Up ☐	Other ☐
() Complainant:	Ms Dolly C. Linderman	Phone: 247 5472
Address:	1930 Sulfur Spring Rd	21227
	Sulfur Spring	
() Attorney:		Phone:
Address:		
() Occupant:		Phone: 242 7003
Address:		
() Owner:		Phone:
Address:		
() Attorney:		Phone:
Address:	Beverage Capital Corporation	
DETAILS OF COMPLAINT:		
Trucking Facility in a residential area		

INSPECTOR'S REPORT

INITIAL INSPECTION	Day:	Date: June 21, 93	Time:
Probable Violation: Yes ☐ No ☐ Section(s):			
Non-Conforming Use Claimed: Yes ☐ No ☐ Year:			

Insp. prop saw no evidence of Violation

Send	Day Card - Correction:	No. Photos:
RE-INSPECTION	Day:	Date: June 29, 93
		Time:

met with community association & GM of Beverage Capital Corp. along with Berchie Monkey. Several Close Case () issues were discussed. Many concerns are Set for Hearing () THE NUMBER OF TRUCKS

RE-INSPECTION	Day:	Date:	Time:
TRAVELING THE STREET. The idea of re-routing the TRAFFIC WAS WHAT IS TO BE LOOKED INTO.			

	No. Photos:
RE-INSPECTION	Day:
	Date: 4-28-94
	Time:

Insp. made saw one TRACTOR TRAILER GOING INTO WAREHOUSE SAW NO PARKING OF VEH

	No. Photos:
SUMMONS (✓)	5-10-94

Re-insp. WAS TO MET POLICE OFFICER (NO SHOW) Inspector Saw TRUCK WAITING on Sulphur Spring WAITING TO GO INTO WAREHOUSE BECAUSE OF LONG LINE OF CARS WAITING

247-0264
Ann Moore ← Lansdowne Impo Assoc.

Beverage Capital Corp. of Am. 247-0264
Sulphur Sp. Rd. - Next to Md.

Mel. Lab. where or trucking?
Transfer.

10 hours - 145 trucks 18 vehicles

Meeting 6/29 4 PM 2610 A Willow Ave.
- Letter to Arnold -



PHONE (410) 247-7020
FAX (410) 247-2977

BEVERAGE CAPITAL CORPORATION
CONTRACT BOTTLERS AND CANNERS

JAMES P. SHERIDAN
GENERAL MANAGER

2209 SULPHUR SPRING ROAD
BALTIMORE, MD 21227



PHONE: DIRECT LINE (410) 247-7027
MAIN LINE (410) 242-7003

BEVERAGE CAPITAL CORPORATION
CONTRACT BOTTLERS AND CANNERS

BILL DONITHAN
WAREHOUSE AND TRANSPORTATION
MANAGER

2209 SULPHUR SPRING ROAD
BALTIMORE, MD 21227

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: The Honorable Berchie L. Manley
Councilwoman, First District

DATE: April 25, 1994

FROM: James H. Thompson
Zoning Supervisor

RE: Beverage Capitol Corporation
2209 Sulphur Spring Road
13th Election District

Per your memorandum of April 14, 1994, Inspector Kevin Connor will investigate the subject property during the week of April 25, 1994 to determine if there are any zoning violations.

If the tractor trailer rigs are in fact parked on the residential portion of Sulphur Spring Road, they would be in violation of Title 21, Section 21-110, Baltimore County Code. The Baltimore County Police Department would have the authority in this instance.

Our office has requested that the police also look at this property and keep you updated.

JHT:eoh

c: Kevin R. Connor ✓
Zoning Inspector

*Apr. 28th 94
Inspection made and
one tractor trailer found
with warehouse no parking
of vehicle on Sulphur Spring
Rd. (11:15 am)*



Zoning

Enforcement

Baltimore County
Zoning Administration & Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204
(410) 887-3351

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: The Honorable Berchie L. Manley
Councilwoman, First District

DATE: April 29, 1994

FROM: Kevin Connor
Zoning Inspector

RE: Beverage Capitol Corporation
Location: 2209 Sulphur Spring Road
13th Election District

I made an inspection of the above referenced area and was not able to see a violation of the Baltimore County Zoning Regulations. There were no tractor trailer rigs parked on Sulphur Spring Road. However, I did see two trailer rigs going into the Beverage Capitol Corporation.

I will continue to periodically monitor this property and update as to my findings.

KRC/sh

c: File

Paul Rinke
Shurbe "

WASHINGTON BLVD.

OFF RAMP

MD. MEDICAL LAB

CARUTOL
BEVERAGE

August 10, 1977

Stanly L. Holmes, Esquire
305 West Chesapeake Avenue
Towson, Maryland 21204

RE: Alleged Zoning Violation
2209 Sulphur Spring Road
13th Election District
NO. 77-46-TV

Dear Mr. Holmes:

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

Very truly yours,



S. ERIC DI NENNA
Zoning Commissioner

SED:smw

Attachments

Resp.
No 11

August 10, 1977

Robert Walton, Esquire
700 West Tabor Road
Philadelphia, PA 19120

RE: Alleged Zoning Violation
2209 Sulphur Spring Road
13th Election District
NO. 77-46-TV

Dear Mr. Walton:

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

Very truly yours,



S. ERIC DI NENNA
Zoning Commissioner

SED:smw

Attachments

RE: ALLEGED ZONING VIOLATION : BEFORE THE
2209 Sulphur Spring Road
13th Election District : ZONING COMMISSIONER

Proctor-Silex, Inc.
700 West Tabor Road : OF
Philadelphia, PA 19104
Defendant : BALTIMORE COUNTY

: NO. 77-46-TV
:
:

ORDER OF DISMISSAL

TRUCKING FACILITY - CLASS I

A complaint has been filed with the Zoning Office concerning an alleged violation of the Baltimore County Zoning Regulations at the above captioned location.

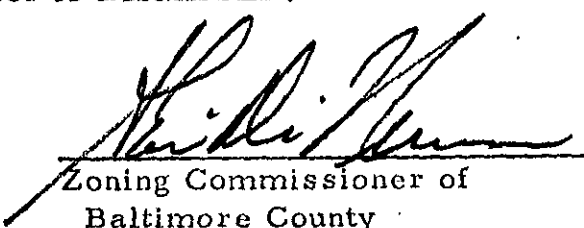
The following Baltimore County Zoning Regulations are involved:

Section 101 - Definitions

Trucking facility, Class I (truck terminal): A trucking facility whose primary purpose is to accommodate the transfer of goods or chattels from trucks or truck trailers to other trucks or truck trailers or to vehicles of other types, in order to facilitate the transportation of such goods or chattels.

Warehouse: A building or part of a building used or intended to be used primarily for the storage of goods or chattels that are to be sold retail or wholesale from other premises or sold wholesale from the same premises; for the storage of goods or chattels to be shipped on mail order; for the storage of equipment or materials to be used or installed at other premises by the owner or operator of the warehouse; or for similar storage purposes. (The term "warehouse" does not include a retail establishment whose primary purpose is for the sale of goods or chattels stored on the premises; however, nothing in this definition is meant to exclude purely incidental retail sales in warehouses. Further, the term does not include a truck terminal, at which any storage is minor, transitory, and merely incidental to the purpose of facilitating transportation of goods or chattels.)

As there appeared no apparent violation of the Baltimore County Zoning Regulations at the present time, the matter is DISMISSED.


Zoning Commissioner of
Baltimore County

Date: 8/10/77

* Stanley L. Holmes Eng
305 W. Chesapeake Ave
21204 828-1050

* ~~Waller~~
Robert Walton Eng.
700 W. Tabor Rd
Phila Pa 19120

No Site Plan Filed
alleged Class 1 & Class 2

Actually a warehouse
per Protor Silos

Exempt as per 101 slip of
Trucking Faulty.

plisini

State Department of Assessments And Taxation

OFFICE OF

SUPERVISOR OF ASSESSMENTS FOR BALTIMORE COUNTY

COURT HOUSE - TOWSON, MD. 21204

RECTOR-SILEX INC
100 W Tabor Rd
Philadelphia PA 19104

TRANSFER NO.	TRANSFER DATE	LIBR	FOLIO	TRANSFER NO.	TRANSFER DATE	LIBR	FOLIO	TRANSFER NO.	TRANSFER DATE	LIBR	FOLIO
ROM											
NAME OF DEVELOPMENT											
PLAT BOOK-FOLIO BLOCK NO: SEC											

USE NO 101S A39.246 AC SS SULPHUR SPRING RG

ASSESSMENT SUMMARY	1975-76	YEAR 1976-77	YEAR 1977-78	YEAR	YEAR	YEAR	YEAR
and	171,535	179,985	188,685				
Improvements	1,261,850	1,261,550	1,413,300				
TOTAL	1,433,385	1,450,535	1,601,985				
Assessed By							
Date							
Actual Cost							
Ind. Market							
Reported Income							
Date of Notice		NOV 21 '75	DEC 1 1976				
Refuted		DEC 3 '75	DEC 30 '76				
Date of Hearing		FEB 23 '76	FEB 7 '77				
Final Notice		MAY 19 1977	FEB 26 '77				
Higher Appeal							
Assessment Change		23465 11/1/75	93067 11/9/76				

LAND VALUATION										1977-78			
Acres / Lot No.	Sq. Ft.	Class	Acres	Full Value Rate	Assessed Rate	Year	Full Value Rate	Assessed Rate	Year	Full Value Rate	Assessed Rate	Year	
Front Width		Prime	7	25000		1975-76	30000		1976-77				
Back Width		Secondary					18000						
Eff. Depth		Tertiary	23.246	6000		199475	7200		1977-78				
Depth Factor		Other											
Front Inf.					60%	128685							
Back Inf.			30.246		E.O.	171535							
ASSESSED VALUE													

[illegible]



OFFICE OF THE
ZONING COMMISSION

494-3351

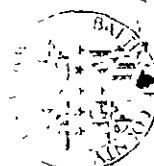
SUMMONS

ISSUED TO: John Howard Jones
ADDRESS: John Howard Jones & Son
22 South Avenue, Suite 100
Chesapeake Beach, Md. 21801

TO APPEAR AND TESTIFY IN THE MATTER OF AN
ALLEGED ZONING VIOLATION LOCATED AT:
2200 Chesapeake Beach Road
INVOLVING SECTION(S): Sec. 1, 101 Truck Line
Chesapeake Beach, Md. 21801
File # 11-2 - 1001

CASE NO. C- _____ HEARING DATE: 6-25-77
HEARING TIME: _____ A.M./P.M.
ROOM 106, BALTO. CO. OFFICE BUILDING

BE PROMPT IN YOUR ATTENDANCE, OTHERWISE YOU
WILL BE ATTACHED
ISSUED BY: John Howard Jones DATE: 6-25-77



OFFICE OF THE
ZONING COMMISSION

494-3351

SUMMONS

ISSUED TO: John Howard Jones
ADDRESS: John Howard Jones & Son
22 South Avenue, Suite 100
Chesapeake Beach, Md. 21801

TO APPEAR AND TESTIFY IN THE MATTER OF AN
ALLEGED ZONING VIOLATION LOCATED AT:
2200 Chesapeake Beach Road
INVOLVING SECTION(S): Sec. 1, 101 Truck Line
Chesapeake Beach, Md. 21801
File # 11-2 - 1001

CASE NO. C- _____ HEARING DATE: 6-25-77
HEARING TIME: _____ A.M./P.M.
ROOM 106, BALTO. CO. OFFICE BUILDING

BE PROMPT IN YOUR ATTENDANCE, OTHERWISE YOU
WILL BE ATTACHED
ISSUED BY: John Howard Jones DATE: 6-25-77

TRUCKING FACILITIES INVESTIGATION REPORT

Case Number: 97-46 - TV Inspector: H. E. Phipps

Location: 2209 Sulphur Spring Rd. 21227
Proctor-Silex, Subsidiary of SCM Corp.

Zoning Classification(s): ML-IM District: 13

Class of Facility: I & II Previous Cases: _____

Owner/Agent: Proctor-Silex

% Corporation Trust, Inc.

First Maryland Bldg. 25 S. Charles St.

Baltimore, Md. 21201 Telephone: _____

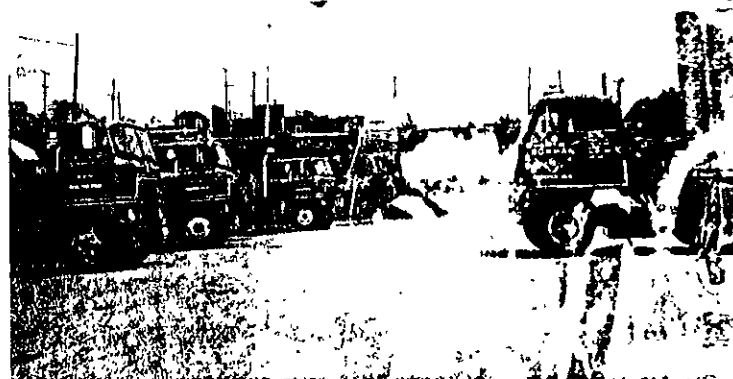
Occupant(s): Proctor-Silex

2209 Sulphur Spring Rd.

Chas. O'Leary, Traffic Mgr. Telephone: 242-2100

_____ Telephone: _____

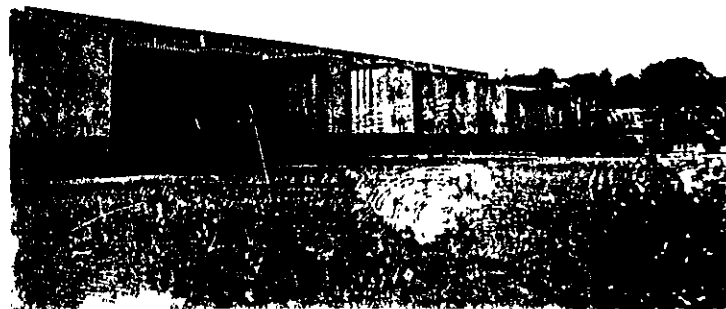
_____ Telephone: _____



5-18-77



5-18-77



5-18-77



5-18-77



PROCTOR-SILEX
SUBSIDIARY OF SCM CORPORATION

ROBERT WEDEMEYER
WAREHOUSE MANAGER

2209 SULPHUR SPRING ROAD
BALTIMORE, MARYLAND 21229
301 242-2100

August 26, 1977

Mr. Cyrus Horine
The Equitable Life Assurance
Society of the United States
6666 Security Boulevard
Baltimore, Maryland 21206

RE: 1620 Whitehead Court
Case 77-118-TV

Dear Mr. Horine:

I have this date passed my Order in the above captioned matter.

Copy of said Order is attached.

Very truly yours,


GEORGE J. MARTINAK
Deputy Zoning Commissioner

GJM:tk

Enclosure

cc: ~~File~~

Res 11012

RE: ALLEGED ZONING VIOLATION
1620 Whitehead Court
1st Election District

BEFORE THE

Mr. Cyrus Horine
The Equitable Life Assurance
Society of the United States
6666 Security Boulevard
Baltimore, Maryland 21206
Defendant

DEPUTY ZONING

COMMISSIONER

OF

BALTIMORE COUNTY

77-118-TV

ORDER OF DISMISSAL

TRUCKING FACILITY - CLASS I

A complaint has been filed with the Zoning Office concerning an alleged violation of the Baltimore County Zoning Regulations at the above captioned location in Baltimore County.

The following Baltimore County Zoning Regulations are involved:

Section 101 - Definitions

Trucking facility, Class I (truck terminal): A trucking facility whose primary purpose is to accommodate the transfer of goods or chattels from trucks or truck trailers to other trucks or truck trailers or to vehicles of other types, in order to facilitate the transportation of such goods or chattels.

Warehouse: A building or part of a building used or intended to be used primarily for the storage of goods or chattels that are to be sold retail or wholesale from other premises or sold wholesale from the same premises; for the storage of goods or chattels to be shipped on mail order; for the storage of equipment or materials to be used or installed at other premises by the owner or operator of the warehouse; or for similar storage purposes. (The term "warehouse" does not include a retail establishment whose primary purpose is for the sale of goods or chattels stored on the premises; however, nothing in this definition is meant to exclude purely incidental retail sales in warehouses. Further, the term does not include a truck terminal, at which any storage is minor, transitory, and merely incidental to the purpose of facilitating transportation of goods or chattels.)

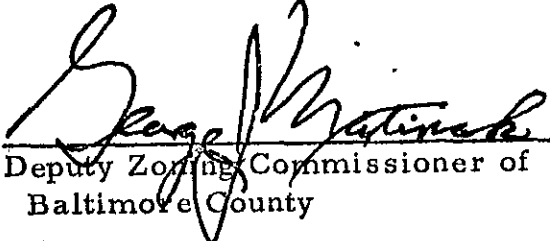
ORDER RECEIVED FOR FILING

DATE August 26, 1977

BY John P. Long, Jr.

ADMINISTRATIVE ASSISTANT

As there appeared no apparent violation of the Baltimore County
Zoning Regulations at the present time, the matter is DISMISSED.


Deputy Zoning Commissioner of
Baltimore County

Date: August 26, 1977

ORDER RECEIVED FOR FILING

DATE August 26, 1977

STELLA P. SMYTH
CLERK

TRUCKING FACILITIES INVESTIGATION REPORT

Case Number: 77-118 - TV Inspector: Art Siff

Location: 1620 Whitehead St.

Zoning Classification(s): ML-IM District: 1

Class of Facility: I Previous Cases: _____

Owner/Agent: The Equitable Life Assurance Society of the
United States of America

711 West 40th Street Suite 455
Baltimore, Maryland 21211 Telephone: _____

Occupant(s): Capital Beverage Corporation
Grand Canada Dry - Frost

Cyrus Haines Telephone: _____

Telephone: _____

Telephone: _____



494 - 3351

OFFICE OF THE
ZONING COMMISSIONER

SUMMONS

ISSUED TO: Mr. Carlos Hernandez
ADDRESS: 49 The United States

6666 Securus Blvd., Baltimore 21206
TO APPEAR AND TESTIFY IN THE MATTER OF AN
ALLEGED ZONING VIOLATION LOCATED AT:

1630 Whitehead Court
INVOLVING SECTION(S): 102.1 ; 101 Truck Fac
Class 1 ; 410.1B.1 ; 410.1B.2
410.1D.1 ; 410.1D.2 ; 500.7

CASE NO. C- HEARING DATE: 8-10-77

HEARING TIME: 5:30 A.M./P.M.

ROOM 106, BALTO. CO. OFFICE BUILDING

BE PROMPT IN YOUR ATTENDANCE, OTHERWISE YOU
WILL BE ATTACHED

ISSUED BY: James F. ... DATE: 8-10-77



494 - 3351

OFFICE OF THE
ZONING COMMISSIONER

SUMMONS

ISSUED TO: Mr. Carlos Hernandez
ADDRESS: 49 The United States
United States, Baltimore, Md. 21211
711 W. 40th St. Baltimore, Md. 21211

TO APPEAR AND TESTIFY IN THE MATTER OF AN
ALLEGED ZONING VIOLATION LOCATED AT:

1630 Whitehead Court
INVOLVING SECTION(S): 102.1 ; 101 Truck Fac
Class 1 ; 410.1B.1 ; 410.1B.2 ; 410.1D.1
410.1D.2 ; 500.7

CASE NO. C- HEARING DATE: 8-12-77

HEARING TIME: 9:30 A.M./P.M.

ROOM 106, BALTO. CO. OFFICE BUILDING

BE PROMPT IN YOUR ATTENDANCE, OTHERWISE YOU
WILL BE ATTACHED

ISSUED BY: James F. ... DATE: 8-11-77





SENATE OF MARYLAND

ANNAPOLIS, MARYLAND 21401-1991

NANCY L. MURPHY
12TH LEGISLATIVE DISTRICT
BALTIMORE COUNTY
COMMITTEES:
BUDGET & TAXATION

22 August 1991

8/26/91
qy
TO ST
13 + L
89-92
DISTRICT OFFICE:
1330 SULPHUR SPRING ROAD
ARBUTUS, MARYLAND 21227
242-5699
ANNAPOLIS OFFICE:
SENATE OFFICE BUILDING
SUITE 205
ANNAPOLIS, MARYLAND 21401-1991
841-3653

Mr. Richard Moore, Chief
Traffic Engineering Bureau
Department of Public Works
111 W. Chesapeake Avenue
Baltimore, Maryland 21204

RECEIVED
AUG 26 1991

Ros
No 14

ZONING OFFICE

Dear Mr. Moore,

I contacted you on June 4, 1991 regarding a problem with increased tractor trailer traffic on Braun Avenue in Lansdowne. . Enclosed please find a copy of this correspondence. Today, I have received a similar complaint from a resident of Sulphur Spring Road in this same community, and am requesting your assistance to resolve this problem.

In brief summary, the Beverage Capital Corporation has assumed occupancy of the old Bell Warehouse at 2209 Sulphur Spring Road. The residents in the community state when the Bell warehouse was located there, the operating hours were approximately 9:00 a.m. until 5:00 p.m. The Bell truck drivers were basically long-term employees who were familiar with the community and obeyed the speed limit. I have been advised by numerous people in the community that Beverage Capital Corporation runs its trucking operation twenty-four hours a day and the drivers have little regard for the community speed limits. The residents state Sulphur Spring Road is in poor condition. Combined with constant tractor trailer traffic exceeding the speed limit, the residents state the situation is intolerable. Many people complain the constant vibration from the trucks shake the foundations of their homes, they are unable to keep their windows open in the evening due to noise around the clock, and are concerned about small children in the neighborhood. The police department has been contacted about the speeding problem and I understand they have set up an occasional radar trap. This seems to be effective for about twenty-four hours and then the situation reverts back. Some residents of the community contacted the manager at Beverage Capital Corporation about the speed of the trucks. Initially, this request seemed to bring positive results,

Mr. Richard Moore

22 August 1991

but shortly thereafter, the problems again surfaced and further attempts to work with Beverage Capital have been unsuccessful.

At your earliest convenience, would you please investigate this area to see if your department can offer any solutions, such as road resurfacing or speed bumps, to resolve this traffic nightmare for the residents of this community. Mrs. Linda Playdon, one of the effected residents, is willing to meet with you or your representative to tour the area of concern. Mrs. Playdon lives at 2016 Sulphur Spring Road, Baltimore, Maryland 21227. Her phone number is 536-4032.

In addition, I am forwarding a copy of this letter to the Baltimore County Zoning Commissioner to determine if this constant flow of tractor trailer traffic is permitted under the current zoning laws for this facility.

I would appreciate any help you might be able to offer these people and I look forward to your response.

Sincerely,

Nancy L. Murphy
Nancy L. Murphy
State Senator

NLM:dm

Enclosure

cc: Mrs. Linda Playdon
2016 Sulphur Spring Road - 21227

Mr. Robert Haines, Zoning Commissioner
Courts Building
401 Bosley Avenue - 21204

Baltimore County Government
Office of Zoning Administration
and Development Management
Office of Planning & Zoning



West Chesapeake Avenue
Baltimore, MD 21204

887-3353

September 11, 1991

Mr. Rick Smith, Sales Manager
Beverage Capital Corporation
2209 Sulphur Spring Road
Baltimore, Maryland 21227

Re: Zoning Complaint
Senator Nancy L. Murphy
2209 Sulphur Spring Road

Dear Mr. Smith:

As per our conversation of September 11, 1991, enclosed is a copy of the letter Baltimore County received from Senator Nancy L. Murphy as to the concerns expressed by one of the area residents. Furthermore, you will find my reply to her, along with data as to prior permits issued to Proctor-Silex, Inc.

While there are no easy solutions to this matter, perhaps a constant reminder by Beverage Capital Corporation to all drivers that speed limits do exist and children are most certainly in the neighborhood.

Sincerely,

A handwritten signature in dark ink, appearing to read "J.H. Thompson", is written over the typed name.

JAMES H. THOMPSON
Zoning Enforcement Coordinator

JHT/cmm

Enclosure

Baltimore County Government
Office of Zoning Administration
and Development Management
Office of Planning & Zoning



West Chesapeake Avenue
Baltimore, MD 21204

887-3353

September 11, 1991

The Honorable Nancy L. Murphy
1330 Sulphur Spring Road
Baltimore, Maryland 21227

Re: Beverage Capital Corporation
2209 Sulphur Spring Road
13th Election District

Dear Senator Murphy:

In response to your letter on behalf of Mrs. Linda Playdon as to the use of 2209 Sulphur Spring Road by the Beverage Capital Corporation, a review of the 1988 Baltimore County comprehensive zoning maps indicates this property to have a zoning classification of M.L.-I.M. (Manufacturing, Light-Industrial, Major).

Under this zoning classification, it is permitted as a matter of right to operate an establishment that distributes soft-drink products. Therefore, such matters as to the hours of operation and the traffic routes used can not be dealt with by this office.

While this office can certainly understand the concerns of the community, we do not have the authority under the Baltimore County Zoning Regulations to address them.

Sincerely,

JHT
JAMES H. THOMPSON
Zoning Enforcement Coordinator

JHT/cmm

KEVIN
You may have
a request to
attend a public
meeting on this matter
6/29/93 4 PM
J.T.

24 hrs. a day
7 days a week
Shun-
J.M.

Permit
for Mini
Storage
Property
near
M. Hall

INTER-OFFICE MEMO

BALTIMORE COUNTY, MARYLAND

DATE: September 23, 1993

TO: Arnold Jablon, Director
Zoning Administration And Development Management

FROM: Berchie L. Manley *BLM*
Councilwoman First District

Please reconsider your decision regarding the non-compliance of Beverage Capital Corporation to its zoning designation of light manufacturing. Nighttime noise from this facility, (airhorns, back-up beepers, loading dock noises, engines left running, etc.) make it impossible for neighbors to sleep. The facility handles 100 trucks a day - not a feature for which this designation was designed.

A similar situation exists with all night noise at the Pitt Ohio Trucking Facility on Eskow Avenue in Lansdowne. These are the types of problems created when commercial zoning adjoins residential. The contiguous residents do not have safe and pleasant use of their own homes. These issues must be addressed. Neighbors would accept a nighttime restriction only, or noise level restrictions from 11pm-7am. Please advise me as to the possibilities for providing relief to adjoining homeowners.

cc. Darcy

9/27/93 7923-93
JO JT ?
are you familiar?

Rosf. No 15

RECEIVED

SEP 27 1993

ZADM

MICROFILMED

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon

DATE: September 29, 1993

FROM: Jim Thompson

RE: Berchie L. Manley Letter
Beverage Capital Corporation
2209 Sulphur Spring Road
13th Election District

Per your request, below is an outline of our most recent involvement with this property. A further review of the record files does indicate that ten (10) building permits have been issued for this site dating back to 1969, when the Proctor Silex Corporation started construction for a warehouse.

August 26, 1991

Letter received from Senator Nancy L. Murphy on behalf of 2016 Sulphur Spring Road. The issues brought up by the senator, included 24 hour operation, drivers speeding, truck vibrations, noise and child safety.

September 11, 1991

Reply that existing zoning of M.L.-I.M. does permit an establishment that distributes soft-drink products as a matter of right. Further, while we understand the communities concerns, BC2R cannot address them.

September 11, 1991

Correspondence sent to Beverage Capital Corporation including copy of the senator's letter and our request that all drivers uphold speed limit because of children living in the area.

June 21, 1993

Property investigated by Inspector Kevin Connor for alleged operation of a truck facility. No violation noted and Case No. 93-2725 was closed.

June 29, 1993

Kevin, representing the office attended a 4 P.M. community meeting. The same issues were brought up and Manley along with representatives of the beverage company were in attendance. The option of re-routing traffic was proposed.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Councilwoman Berchie L. Manley DATE: September 30, 1993

FROM: Arnold Jablon

RE: Beverage Capital Cap
13th Election District

I am in receipt of your September 23, 1993 memorandum. I attach a short history prepared by Jim Thompson, which is self-explanatory.

Noise is not an issue covered by the zoning regulations. Indeed, even Councilman Riley's recent "noise" bill covers only residential areas and not noise emanating from commercial or industrial uses. There is a state COMAR regulation, under the jurisdiction of MDE, but it is my understanding that the state is not enforcing it for lack of manpower.

I will also point out that M.L. zoning does include warehousing and other industrial uses which involve heavy truck usage.

I understand the concerns of the community and its consternation about the problems. I would suggest that a representative of the community file a (Petition for Special Hearing) under Section 500.7; Baltimore County Zoning Regulations, and request that the Zoning Commissioner review the situation. This would provide a public forum to air the problems and seek a quasi-judicial determination. While the zoning inspectors believe there are no zoning violations, the special hearing would provide a counterpoint and the opportunity to seek relief.

AJ:eoh

Attachment

123-69

Loc: S/S Sulphur Spring Rd Brding on B & O RR & Beltway

Use: Mfg. warehouse add (footings)

Owner: Proctor Silex Corp.

171-69

Dist.- 13

Loc: S/S Sulphur Spring Rd Binding on B & O RR & Balto Beltway

Use: const beidge No. 1
Const bridge No. w

Owner: Proctor Silex

283-69

Dist.- 13

Loc: S/S Sulphur Spring Rd. Binding on B&O RR & Balto Beltway

Use: warehouse addit.

Owner: Proctor-Silex

973-69

Dist. 13

Loc: S/S Sulphur Spring Rd. binding on B & O R.R. & Baltimore Beltway

Use: 8' fence

Owner: Proctor Silex Corp.

1014-70

Dist. 13

Loc: 2209 Sulphur Spring Rd.

owner: Proctor-Silex Corp.

use: comm. alt.

FILED

Resp. No 13

1434-72

Dist. 13

Location: S/S Sulphur Spring Road binding on B&RR and
Baltimore Beltway
Use, erect chain link fence
Owner, Proctor-Silex

883-79

G-1

Dist 13

Location: 2209 Sulphur Spring Rd.

Use; steel tank diesel fuel

Owner: Proctor Silex Inc

1086-79

C-1

Dist. 13

Locations: 2209 Sulphur Spring Rd.

Use: install UG tank

Owner: Proctor - Silex Inc.

1402-79

C-1

Dist. 13

Location: 2209 Sulphur Spring Rd.

Use: grading

Owner: S. C. M. Proctor Silex

74-86

DISTRICT 13

LOCATION: 2209 Sulphur Spring Rd

USE: Construct Addition on Side

OWNER: Wearever Proctor Silex

Robert Clingerman

1930 Sulphur Spring Rd

Balto Md 21227

247-5472

1. too many trees
2. noise
3. pollution

DONALD CHART

1932 SULPHUR SPRING RD

BALTO MD 21227

- 1 Noise
2. Pollution

David Hardester

2617 Brown Ave

Balt MD 21227

242-6392

1. Vibration
2. noise all hours of Day & night
3. Pollution
4. INTERCOM Speaker All hours of night
5. Traffic Interference

