

M E M O R A N D U M

DATE: May 31, 2019
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2019-0254-SPH - Appeal Period Expired

The appeal period for the above-referenced case expired on May 30, 2019. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

/dlw

c: ✓ Case File
Office of Administrative Hearings

IN RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
(1746 Joppa Road)		
9 th Election District	*	OFFICE OF
5 th Council District		
1746 East Joppa Road Associates, LLC	*	ADMINISTRATIVE HEARINGS
<i>Legal Owner</i>		
	*	FOR BALTIMORE COUNTY
Petitioner		
	*	Case No. 2019-0254-SPH

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of a Petition for Special Hearing filed on behalf of 1746 East Joppa Road Associates, LLC, legal owner ("Petitioner"). The special hearing was filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations ("BCZR") for confirmation that a service garage can be operated on the property as a legal nonconforming use. A site plan was marked and admitted as Petitioner's Exhibit 1.

Jim O'Connor, Fredric Tomarchio and professional engineer John Motsco appeared in support of the petition. Jason T. Vettori, Esq. represented Petitioner. Mike Pierce attended the hearing to express concern about certain signs at the property. The Petition was advertised and posted as required by the BCZR. No substantive Zoning Advisory Committee (ZAC) comments were received from any of the reviewing County agencies.

The subject property is 8,121 square feet in size and is split-zoned BL, BLR and DR 5.5. The property is improved with a warehouse-type structure constructed in 1973. An automotive service garage has operated in the building for many years, and leases were submitted to substantiate this fact. Pet. Ex. Nos. 2 & 3. A deed was submitted (Pet. Ex. 4) showing Petitioner purchased the property in 1999, at which time it was zoned BR, which permits by right a service

ORDER RECEIVED FOR FILING

Date 4-30-19

By sen

garage. Documents were submitted showing the zoning was changed to BLR in the 2000 Comprehensive Zoning Map Process ("CZMP"). See Pet. Ex. 6. That zone does not permit a service garage by right or special exception.

Even so, the proffered testimony and documents submitted at the hearing establish to a reasonable degree of certainty a service garage was operating lawfully at the site prior to the zoning change in 2000. There is also no evidence the use was discontinued for a period of at least twelve (12) months. Generally speaking, a nonconforming use is one that was operating lawfully as of the date zoning regulations were first adopted which rendered the use non-permitted. *Howard County v. Meyer*, 207 Md. 389 (1955). The BCZR defines a nonconforming use as "[a] legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use." BCZR §101.1. As such I believe the service garage qualifies as a lawful nonconforming use pursuant to BCZR §104 and the case law.

THEREFORE, IT IS ORDERED this 30th day of **April, 2019** by this Administrative Law Judge, that the Petition for Special Hearing for confirmation that a service garage can be operated on the property as a legal nonconforming use, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

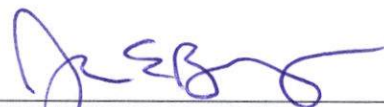
1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition.
2. No banners, flags, sandwich boards, A-frames or temporary signs of any type shall be permitted at the subject property.

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Date 4-30-19

By Sen

Any appeal of this decision must be filed within thirty (30) days of the date of this Order.



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:sln

ORDER RECEIVED FOR FILING

Date 4-30-19

By sen



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address 1746 Joppa Road which is presently zoned BL, BLR & DR 5.5
 Deed References: 13847/0136 10 Digit Tax Account # 0902651730
 Property Owner(s) Printed Name(s) 1746 East Joppa Road Associates, LLC

(SELECT THE HEARING(S) BY MARKING **X** AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☒ **a Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

Please see attached.

2. ☐ **a Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ☐ **a Variance** from Section(s)

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
 (Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

TO BE PRESENTED AT HEARING

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above petition(s), advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

Legal Owner(s) Affirmation: I / we do so 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 / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print _____
 Signature _____
 Date 4-30-19
 Mailing Address _____ City _____ State _____
 Zip Code _____ Telephone # _____ Email Address _____

Legal Owners (Petitioners):

Frederic A. Tomarchio, Authorized Representative of 1746 East Joppa Road Associates, LLC

Name #1 - Type or Print _____ Name #2 - Type or Print _____
 Signature #1 Frederic A. Tomarchio Signature #2 _____
 PO Box 55 _____ Glenelg _____ MD _____
 Mailing Address _____ City _____ State _____
 21737 _____ 410-861-8320 _____ ftomarchio@comcast.net
 Zip Code _____ Telephone # _____ Email Address _____

Attorney for Petitioner:

Jason T. Vettori, Smith, Gildea & Schmidt, LLC

Name- Type or Print Jason T. Vettori
 Signature _____
 600 Washington Avenue, Suite 200 Towson MD
 Mailing Address _____ City _____ State _____
 21204 _____ (410) 821-0070 _____ jvettori@sgs-law.com
 Zip Code _____ Telephone # _____ Email Address _____

Representative to be contacted:

Jason T. Vettori, Smith, Gildea & Schmidt, LLC

Name - Type or Print Jason T. Vettori
 Signature _____
 600 Washington Avenue, Suite 200 Towson MD
 Mailing Address _____ City _____ State _____
 21204 _____ (410) 821-0070 _____ jvettori@sgs-law.com
 Zip Code _____ Telephone # _____ Email Address _____

CASE NUMBER 2019-0254-SH Filing Date 3/4/19 Do Not Schedule Dates: _____ Reviewer aj

ATTACHMENT TO PETITION FOR VARIANCE

1746 East Joppa Road
5th Councilmanic District
9th Election District

Special Hearing Relief:

1. A request for confirmation that a permit for a service garage use can be issued since it is a legal nonconforming use; and
2. For such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

2019-0254-SPH

The zoning office finds the request for a permit for a service garage is conflicting with the nonconforming request of an existing service garage.

February 23, 2019

ZONING DESCRIPTION FOR
#1746 EAST JOPPA ROAD

Beginning at a point being distant North 04 degrees 27 minutes West 185.33 feet from a point on the north side of East Joppa Road, which is 70 feet wide, at the distance of 145 feet east of the centerline of Enge Road, which is 55 feet wide. Thence from the true beginning point the following courses and distances: **(1)** North 87 degrees 11 minutes East 124.74 feet; thence **(2)** North 04 degrees 27 minutes West 73.20 feet; thence **(3)** South 79 degrees 48 minutes West 125.25 feet; and thence **(4)** South 04 degrees 27 minutes East 57.06 feet to the place of beginning. Being that secondly described land as recorded in Deed Liber S.M. 13847, folio 136, containing 0.19 acres of land, more or less. Located in the Ninth Election District and Fifth Council District.



James G. Wiest
Professional Land Surveyor
MD Registration No. 21390
License Expires February 5, 2020

2019-0254-SAH





JOHN A. OLSZEWSKI, JR.
County Executive

MICHAEL MOHLER, *Director*
Department of Permits,
Approvals & Inspections

March 28, 2019

NOTICE OF ZONING HEARING

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2019-0254-SPH

1746 Joppa Road

W/s Joppa Road, east 145 ft. to the centerline of Enge Road

9th Election District - 5th Councilmanic District

Legal Owners: 1746 East Joppa Road Associates, LLC

Special Hearing request for confirmation that permit for a service garage use can be issued since it is a legal nonconforming use; and for such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

Hearing: Monday, April 29, 2019 at 11:00 a.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in cursive script, appearing to read "Mike Mohler".

Mike Mohler
Director

MM:kl

C: Jason Vettori, 600 Washington Avenue, Ste. 200, Towson 21204
Frederic Tomarchio, P.O. Box 55, Glenelg 21737

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, APRIL 9, 2019.**
- (2) **HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.**
- (3) **FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.**

TO: THE DAILY RECORD
Tuesday, April 9, 2019 - Issue

Please forward billing to:

Jason Vettori
Smith, Gildea & Schmidt
600 Washington Avenue, Ste. 200
Towson, MD 21204

410-821-0070

NOTICE OF ZONING HEARING

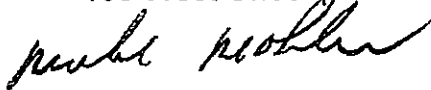
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Mike Mohler
Director of Permits, Approvals and Inspections for Baltimore County

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- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

RE: PETITION FOR SPECIAL HEARING
1746 Joppa Road; W/S of Joppa Road,
E 145' to c/line of Enge Road
9th Election & 5th Councilmanic Districts
Legal Owner(s): 1746 East Joppa Road
Associates, LLC

Petitioner(s)

* BEFORE THE OFFICE
* OF ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
* 2019-254-SPH

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

RECEIVED

MAR 13 2019

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of March, 2019, a copy of the foregoing Entry of Appearance was mailed to Jason Vettori, Esquire, Smith, Gildea & Schmidt, LLC, 600 Washington Avenue, Suite 200, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

The Daily Record

11 East Saratoga Street
Baltimore, MD 21202-2199
(443) 524-8100

<http://www.thedailyrecord.com>

PUBLISHER'S AFFIDAVIT

We hereby certify that the annexed advertisement was published in The Daily Record, a daily newspaper published in the State of Maryland 1 times on the following dates:

4/9/2019

Order #: 11723677
Case #: 2019-0254-SPH
Description:

NOTICE OF ZONING HEARING - CASE NUMBER:
2019-0254-SPH



Darlene Miller, Public Notice Coordinator
(Representative Signature)

Baltimore County

NOTICE OF ZONING HEARING

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CASE NUMBER: 2019-0254-SPH

1746 Joppa Road
W/s Joppa Road, east 145 ft. to the centerline of Ringe Road
9th Election District - 5th Councilmanic District
Legal Owners: 1746 East Joppa Road Associates, LLC

Special Hearing request for confirmation that permit for a service garage use can be issued since it is a legal nonconforming use; and for such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

Hearing: Monday, April 29, 2019 at 11:00 a.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

Mike Mohlar
Director of Permits, Approvals and Inspections for Baltimore County

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE FOR SPECIAL ACCOMMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

npd

CERTIFICATE OF POSTING

ATTENTION: KRISTEN LEWIS

DATE: 4/7/2019

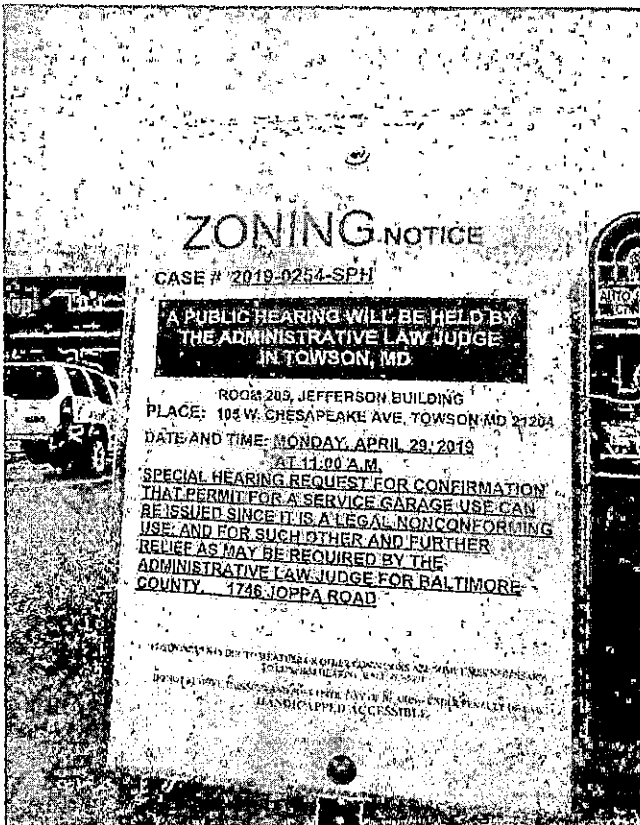
Case Number: 2019-0254-SPH

Petitioner / Developer: JASON VETTORI, ESQ. ~
FREDERICK TOMARCHIO

Date of Hearing: APRIL 29, 2019

This is to certify under the penalties of perjury that the necessary sign(s)
required by law were posted conspicuously on the property located at:
1746 JOPPA ROAD

The sign(s) were posted on: APRIL 7, 2019



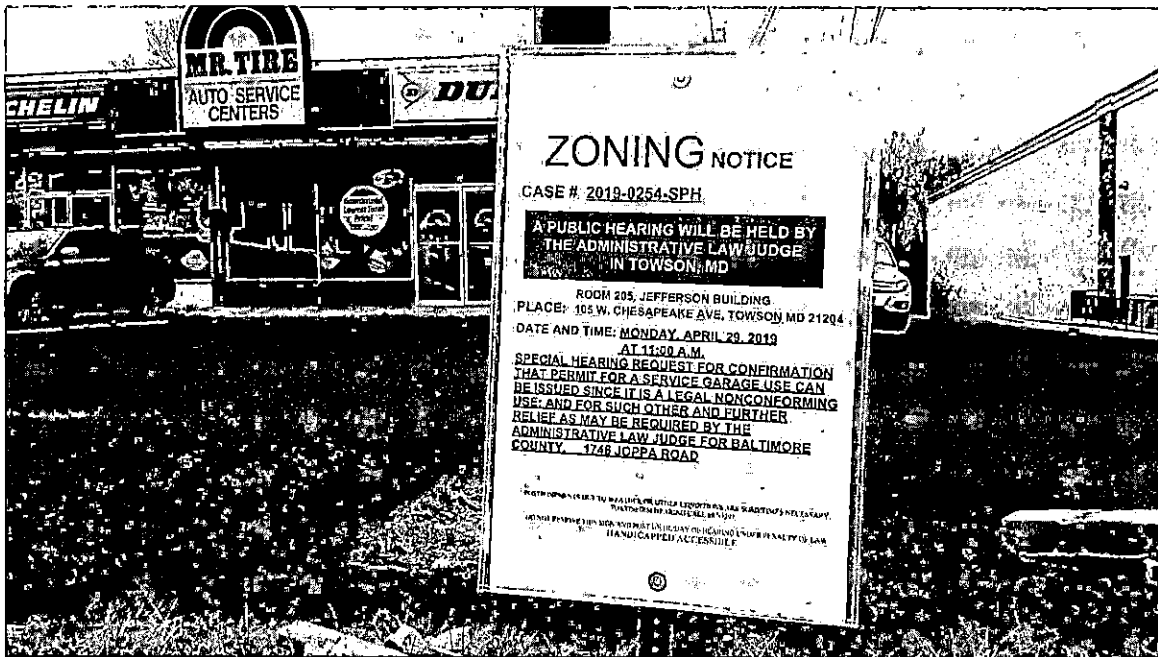
Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

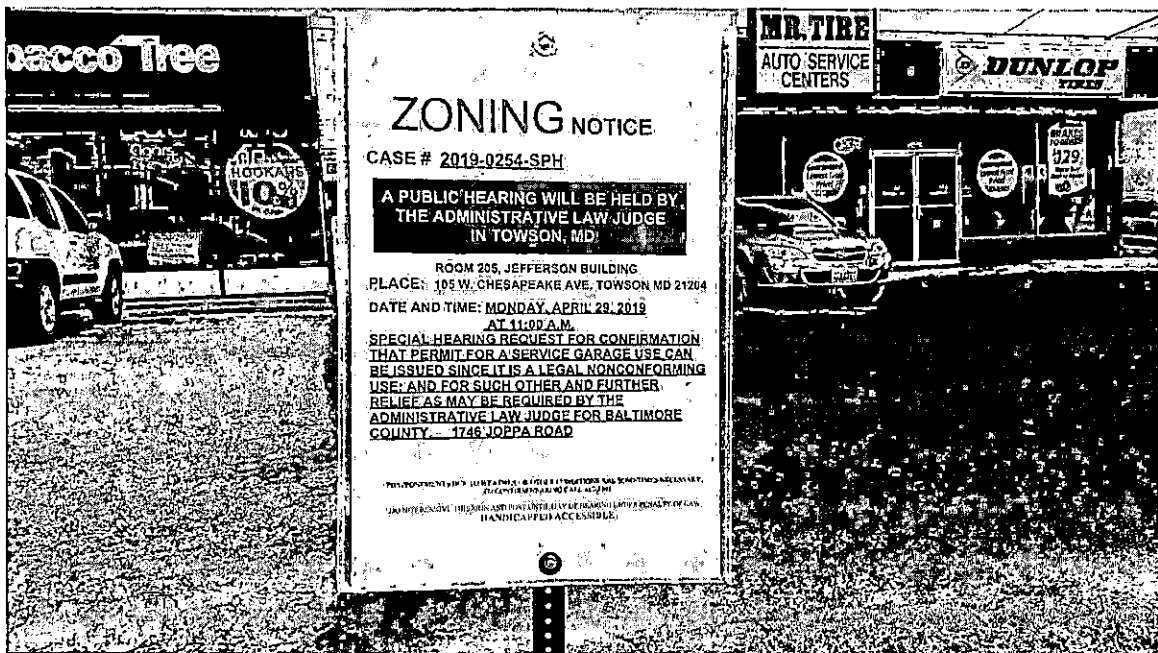
523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030
(City, State, Zip of Sign Poster)

410 - 666 - 5366
(Telephone Number of Sign Poster)



Background photo 1st sign @ 1746 Joppa Road 4/7/2019



Background photo 2nd sign @ 1746 Joppa Road 4/7/2019

CASE # 2019-0254-SPH

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) 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 (responsibility of the legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Case Number: 2019-0254-SPH
Property Address: 1746 E. Joppa Road
Property Description: _____

Legal Owners (Petitioners): 1746 East Joppa Road Associates, LLC
Contract Purchaser/Lessee: _____

PLEASE FORWARD ADVERTISING BILL TO:

Name: Jason T. Vettori
Company/Firm (if applicable): Smith, Gildea & Schmidt, LLC
Address: 600 Washington Avenue, Suite 200
Towson, MD 21204

Telephone Number: 410-821-0070

Revised 7/9/2015

**CASHIER'S
VALIDATION**



JOHN A. OLSZEWSKI, JR.
County Executive

MICHAEL MOHLER, *Director*
Department of Permits,
Approvals & Inspections

April 24, 2019

Jason T. Vettori, Smith Gildea & Schmidt, LLC
600 Washington Avenue Suite 200
Towson MD 21204

RE: Case Number: 2019-0254-SPH, 1746 Joppa Road

To Whom It May Concern:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on March 4, 2019. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure 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. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR/kl

Enclosures

c: People's Counsel
Frederic A. Tomarchio P.O Box 55 Glenelg MD 21737

JB 4-29
11 Am

BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

TO: Mike Mohler
Acting Director, Department of Permits, Approvals and Inspections

DATE: 4/15/2019

FROM: Jeff Mayhew
Acting Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 19-254

INFORMATION:

Property Address: 1746 Joppa Road
Petitioner: Frederic A. Tomarchio
Zoning: BL, BLR, DR 5.5
Requested Action: Special Hearing

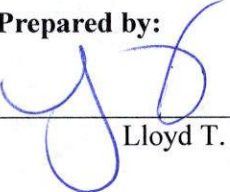
The Department of Planning has reviewed the petition for a special hearing to determine whether or not the Administrative Law Judge should approve the use of the property for a service garage as a legal nonconforming use.

A site visit was conducted on 4/4/2019. The subject site is located in Loch Raven Commercial Revitalization district.

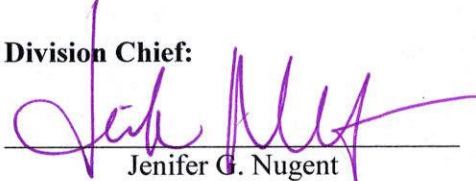
The Department will concur with the decision of the Administrative Law Judge as to the appropriateness of the use subsequent to the public hearing.

For further information concerning the matters stated herein, please contact Laurie Hay at 410-887-3480.

Prepared by:

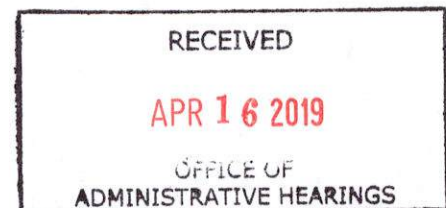

Lloyd T. Moxley

Division Chief:


Jenifer G. Nugent

JM/JGN/LTM/

c: Laurie Hay
Jason T. Vettori, Smith, Gildea & Schmidt, LLC
Office of the Administrative Hearings
People's Counsel for Baltimore County



BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM

TO: Mike Mohler
Acting Director, Department of Permits, Approvals and Inspections

DATE: 4/15/2019

FROM: Jeff Mayhew
Acting Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
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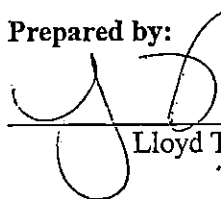
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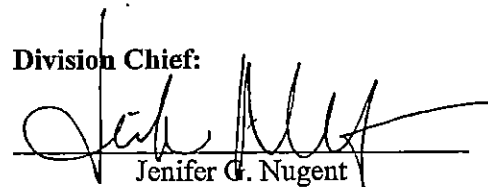
For further information concerning the matters stated herein, please contact Laurie Hay at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Jenifer G. Nugent

JM/JGN/LTM/

c: Laurie Hay
Jason T. Vettori, Smith, Gildea & Schmidt, LLC
Office of the Administrative Hearings
People's Counsel for Baltimore County

4-29

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: Jeff Livingston, Department of Environmental Protection and
Sustainability (EPS) - Development Coordination

DATE: March 20, 2019

SUBJECT: DEPS Comment for Zoning Item # 2019-0254-SPH
Address 1746 Joppa Road
(1746 East Joppa Road Associates,
LLC Property)

Zoning Advisory Committee Meeting of **March 18, 2019**.

X The Department of Environmental Protection and Sustainability has no
comment on the above-referenced zoning item.

Reviewer: Steve Ford

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Gregory Slater
Administrator

Date: 3/13/19

Ms. Kristen Lewis
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
111 West Chesapeake Avenue
Towson, Maryland 21204

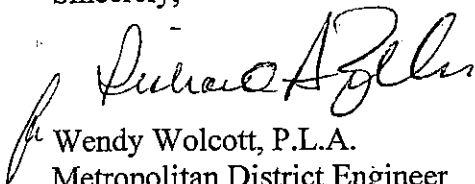
Dear Ms. Lewis:

Thank you for the opportunity to review your referral request on the subject of the Case number referenced below. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Case No. 2019-0254-SPH

*Special Hearing
1746 East Toppe Road Associates, LLC
1746 Toppe Road.*

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

Sincerely,



Wendy Wolcott, P.L.A.
Metropolitan District Engineer
Maryland Department of Transportation
State Highway Administration
District 4 - Baltimore and Harford Counties

WW/RAZ

CASE NAME 1746 Joppa Road
CASE NUMBER 2019-254-SPH
DATE 4/29/19

[illegible]

Handwritten text, likely bleed-through from the reverse side of the page. The text is written in cursive and appears to be a list or a series of notes.

CASE NAME _____
CASE NUMBER 2019-0254-SPH
DATE April 29, 2019

NAME

CITY, STATE, ZIP

E - MAIL

[illegible]

Sherry Nuffer

From: Linda Okeefe <luckylinda1954@yahoo.com>
Sent: Saturday, April 27, 2019 11:36 PM
To: Administrative Hearings
Subject: 2nd Cert. Case # 2019-0254-SPH Joppa Rd.
Attachments: Joppa Rd. Cert..jpeg; Joppa Rd. photos.docx

Hi Sherry & Debra,

I have another Certification for you. I came to the property 4/26 to re-photograph the signs and they were gone. The posts were there in the ground still. The manager of Mr. Tire said the last time he saw them was Wednesday 4/24/2019. I re-made the signs and re-posted 4/27/2019 and re-photographed 4/27/2019 for Case # 2019-0254-SPH @ 1746 Joppa Road.

Thank you,

Linda

Linda O'Keefe
523 Penny Lane
Hunt Valley MD 21030
Phone # 410-666-5366
Cell# 443-604-6431
Fax# 410-666-0929
luckylinda1954@yahoo.com



78-11207A
100-100000
100-100000
100-100000

SECOND CERTIFICATE OF POSTING

ATTENTION: SHERRY NUFFER

DATE: 4/27/2019

Case Number: 2019-0254-SPH

Petitioner / Developer: JASON VETTORI, ESQ. ~
FREDEROCK TOMARCHIO

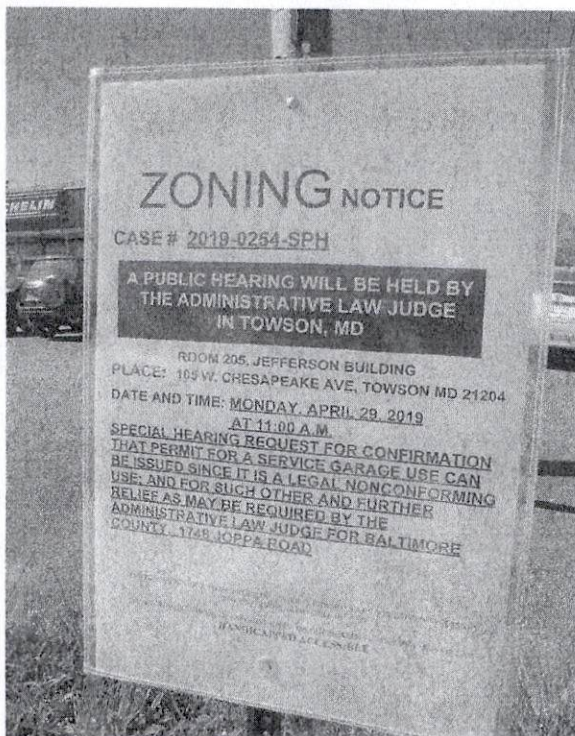
Date of Hearing: APRIL 29, 2019

This is to certify under the penalties of perjury that the necessary sign(s)
required by law were posted conspicuously on the property located at:
1746 JOPPA ROAD

The sign(s) were posted on: APRIL 7, 2019

The sign(s) were RE-POSTED on April 27, 2019

The sign(s) were re-photographed on: APRIL 27, 2019



Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

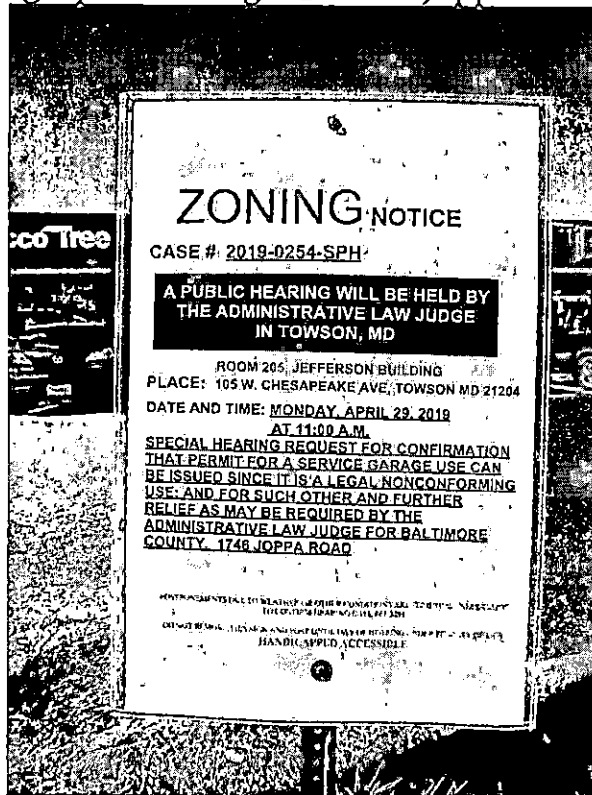
523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030
(City, State, Zip of Sign Poster)

410 - 666 - 5366
(Telephone Number of Sign Poster)



Re-Photographed 1st Sign @ 1746 Joppa Road 4/27/2019



Re-Photographed 2nd Sign @ 1746 Joppa Road 4/27/2019

CASE # 2019-0254-SPH

Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption				View GroundRent Registration			
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Account Identifier:			District - 09 Account Number - 0902651730							
Owner Information										
Owner Name:			1746 EAST JOPPA ROAD ROAD ASSOCIATES LLC				Use:		COMMERCIAL	
Mailing Address:			PO BOX 55 GLENELG MD 21737-0055				Principal Residence:		NO	
							Deed Reference:		/13847/ 00136	
Location & Structure Information										
Premises Address:			1746 JOPPA RD 0-0000				Legal Description:		.19 AC REAR 200 FT N JOPPA ROAD 100 E EMGE AVE	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0070	0012	0487		0000				2017		Plat Ref:
Special Tax Areas:			Town:				NONE			
			Ad Valorem:							
			Tax Class:							
Primary Structure Built			Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
1973			6900				8,276 SF		06	
Stories	Basement	Type			Exterior	Full/Half Bath	Garage	Last Major Renovation		
		STORAGE WAREHOUSE								
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2017		07/01/2018		07/01/2019	
Land:			186,200		186,200					
Improvements			182,000		215,900					
Total:			368,200		402,100		390,800		402,100	
Preferential Land:			0						0	
Transfer Information										
Seller: SMITH C EDGAR,JR				Date: 06/23/1999				Price: \$900,000		
Type: ARMS LENGTH MULTIPLE				Deed1: /13847/ 00136				Deed2:		
Seller: SOLEY JOSEPH L				Date: 04/18/1984				Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /06698/ 00719				Deed2:		
Seller:				Date:				Price:		
Type:				Deed1:				Deed2:		
Exemption Information										
Partial Exempt Assessments:			Class		07/01/2018		07/01/2019			
County:			000		0.00					
State:			000		0.00					
Municipal:			000		0.00 0.00		0.00 0.00			
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Homestead Application Information										
Homestead Application Status: No Application										

Homeowners' Tax Credit Application Status: No Application

Date:



2019-054-04

DR-2

DR 5.5

0904503110

8707

8705

0908550910

2016-0020-A

R-1947-0843

0902651731

8703

1968-0176-A
1973-0246-SPHA

8701

0922450350

070C2

BLR

EMGE RD

R-1953-2686

1744

1960-5077-A
1960-5126-A

1968-0176-A
1973-0246-SPHA

1742

0912400411
1986-0373-A

2011-0134-SPHA

1744

1971-0092-A
2018-0312-A
R-1960-5065-X
R-1954-3080

1800

R-1972-0051-A
R-1972-0198

0902651730

NE 10-C

BLR

R-1964-0134-A
R-1959-4780

5 CD

R-1952-220

PAI # 098061

Pt. Bk./Folio # 007147B
PAI # 098061

E JOPPA RD

BM

R-1952-2323
R-1953-2647
1960-4899-X

0916152420
1965-0066-A

1739

R-1952-2270 19716351

1745

0902008100

1962-5733-A
1972-0033-A

1600009810
1960-5168-X
R-1951-2002

1600009810

4-24-19

CASE NO. 2019-

0254-SPH

C H E C K L I S TComment
ReceivedDepartmentSupport/Oppose/
Conditions/
Comments/
No CommentDEVELOPMENT PLANS REVIEW
(if not received, date e-mail sent _____)DEPS
(if not received, date e-mail sent _____)

FIRE DEPARTMENT

PLANNING
(if not received, date e-mail sent _____)

STATE HIGHWAY ADMINISTRATION

TRAFFIC ENGINEERING

COMMUNITY ASSOCIATION

ADJACENT PROPERTY OWNERS

ZONING VIOLATION (Case No. _____)

PRIOR ZONING (Case No. _____)

NEWSPAPER ADVERTISEMENT Date: 4/9/19

SIGN POSTING (1st) Date: 4/7/19SIGN POSTING (2nd) Date: 4/27/19

by O'Keefe

by O'Keefe

PEOPLE'S COUNSEL APPEARANCE Yes ☒ No ☐PEOPLE'S COUNSEL COMMENT LETTER Yes ☐ No ☐

Comments, if any: _____

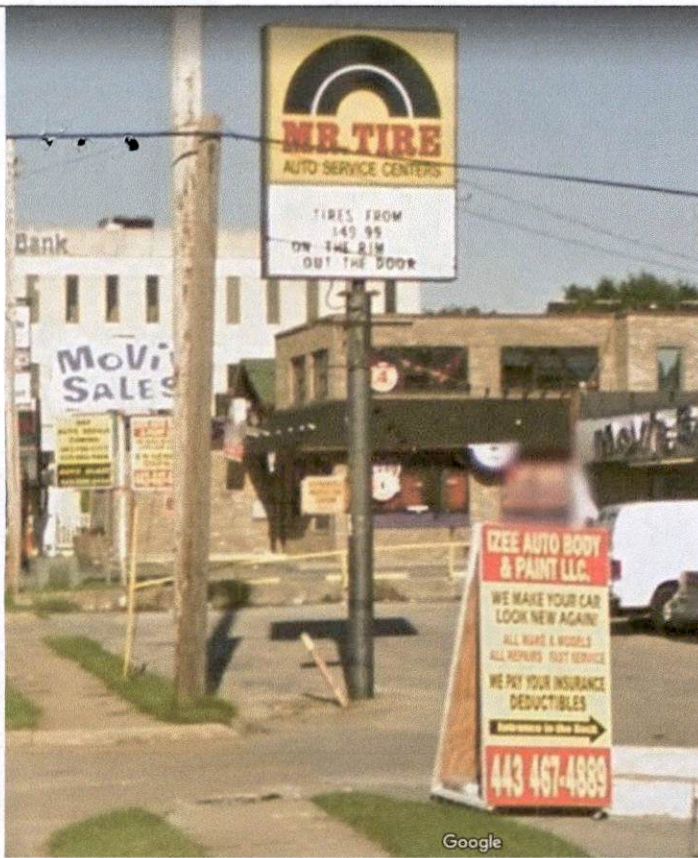


1971 - USDA AERIAL IMAGE (8/13/1971 - 11/5/1971)

PET.No. 7



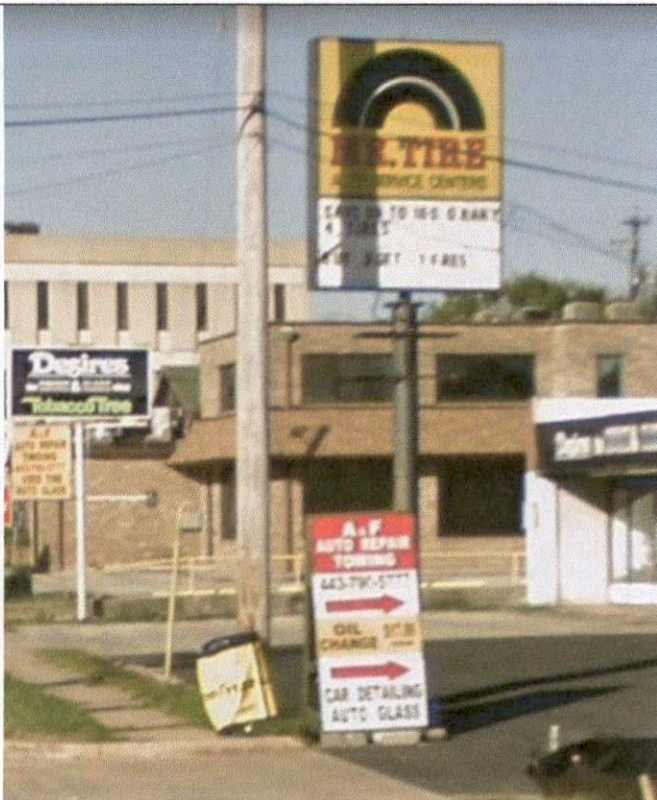
1981 - USDA AERIAL IMAGE (4/2/1981 - 5/2/1981)



Google Street view August 2013



Google Street view November 2016



Google Street view October 2017



Google street view August 2018

Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
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					Block:
					Lot:
					Assessment Year:
					2017
					Plat No:
					Plat Ref:
Special Tax Areas:			Town:		
			NONE		
			Ad Valorem:		
			Tax Class:		
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Stories	Basement	Type	Exterior	Full/Half Bath	Garage
		STORAGE WAREHOUSE			
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		As of	As of	As of	
		01/01/2017	07/01/2018	07/01/2019	
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Preferential Land:	0			0	
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Type: ARMS LENGTH MULTIPLE		Deed1: /13847/ 00136		Deed2:	
Seller: SOLEY JOSEPH L		Date: 04/18/1984		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /06698/ 00719		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2018		07/01/2019	
County:	000	0.00			
State:	000	0.00			
Municipal:	000	0.00 0.00		0.00 0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application**Date:**

AGREEMENT

This agreement entered into this 1st day of June, 2002 by and between 1746 East Joppa Rd. Associates, LLC (hereinafter called "Landlord") and Hossein Najafali (hereinafter called "Tenant").

Caspian Motors

WITNESSETH:

That for and in consideration of the rents herein reserved and to be paid by tenant to the Landlord and of the covenants and agreements herein set forth to be kept, performed and observed by Tenant, the Landlord does hereby rent, demise and lease to the Tenant and the Tenant does hereby take, lease and hire from the Landlord, upon the terms and conditions hereinafter set forth, land and improvements of approximately 7,200 square feet located at 1746 E. Joppa Rd., Towson, MD 21234 as shown and described on the plan attached hereto as Exhibit A (the "Premises"). Said approximate 7,200 square feet shall be net leasable square feet together with right of ingress and egress over the thirty (30) foot entry area and also the eleven (11) parking spaces numbered 32-42, inclusive, as marked on Exhibit B.

1. Term

The Term of this Lease shall be (3) three years commencing June 1, 2002 and terminating May 31, 2005, both dates inclusive (the "Term"). Tenant shall have the option of renewing and extending the term of this lease for (1) one successive term of (3) three years, for the same rental terms and conditions as the original term.

2. Rent

(A) Tenant, in consideration of this Lease, agrees to pay to Landlord, Basic Rent during the Term hereof, to be received on or before the first day of each month in accordance with the following schedule:

(i) For the Lease Year June 1, 2002 – May 31, 2003, Thirty Nine Thousand One Hundred Sixty Seven dollars and 76/100 dollars (\$39,167.76) payable in twelve equal monthly installments of Three Thousand Two Hundred Sixty Three dollars and 98/100 dollars (\$3,263.98).

(ii) For each of the Lease Years beginning June 1, 2003 through and including the Lease Year beginning June 1, 2004 the following rental adjustment shall apply: The rental amount from the previous year shall be adjusted by 3% per year.

In the event that tenant pays Landlord any installments of Basic Rent or Percentage Rent after the due date, or any Additional Rent (as hereinafter defined) later than the (5th) day after billing therefore, then and in such event, Tenant shall pay to Landlord, together with and in addition to said installment of Basic Rent or Additional Rent, a late charge of five percent (5%) of installment past due. Any installments of Basic Rent or Additional Rent not made within ten (10) days from the date due shall, in addition to the foregoing late charges, bear interest from the date due at the rate of eighteen percent (18%) per annum

(the "Default Rate"). If Landlord, during the Term of this Lease, receives two (2) or more checks from Tenant which are returned for insufficient funds Landlord may impose the following:

Landlord, in addition to applicable late charges and reimbursement for any additional cost incurred by reason of any returned check, may require, at Landlord's election, that any future payment shall be either bank certified, cashier's or treasurer's check. None of the foregoing late charges shall be construed to limit or otherwise waive any other remedies available to Landlord for Tenant's default under this Lease. Anything contained herein to the contrary notwithstanding, the late charges provided hereunder shall be abated for one violation each Lease Year, provided Tenant cures such late payment within five (5) days after written notice that the same is past due.

(B) Tenant shall tender all payments due hereunder by good check to 1746 E. Joppa Rd. Associates, L.L.C., P.O. Box 55, Glenelg, Maryland 21737 or to such other party or such other address as Landlord may designate from time to time by written notice to Tenant. If Landlord shall at any time or times accept said Basic Rent or Additional Rent after it shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute a waiver of any or all of Landlord's rights hereunder.

(C) This lease is what is commonly called a "triple net lease", it being understood that Landlord shall receive the rent free and clear of any and all other impositions, taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the Basic Rent, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, utility charges (including but not limited to gas, fuel, electric, water, sewer, trash removal and telephone charges), operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses which arise or may be contemplated under any provisions of the Lease during the Term hereof. All of such charges, costs, and expenses shall constitute Additional Rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Basic Rent. For purposes herein contained the term "Rent" shall refer to Basic Rent and Additional Rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Tenant unless otherwise expressly permitted under the terms of this Lease and that Tenant shall in no event be entitled to any abatement of or reduction in Rent payable hereunder, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties. If Tenant defaults in the making of any payment to any third party or in the doing of any act required to be made or done by Tenant, then Landlord may, but shall not be required to make such payment or do such act, and the amount of the expense thereof, if made or done by Landlord, within interest thereon at the Default Rate accruing from the date paid by Landlord, together with an additional charge of fifteen percent (15%) of the amount so paid to cover Landlord's administrative costs, shall be paid by Tenant to Landlord and shall constitute Additional Rent hereunder due and payable by Tenant upon receipt by Tenant of a written statement of costs from Landlord. The making of such payment or the doing of such act by Landlord shall not operate to cure Tenant's default, nor shall it prevent Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

(D) Security Deposit.

Tenant has on deposit with Landlord Zero Dollars (00.00) for the faithful performance of Tenant's obligations hereunder. Tenant hereby agrees that this security deposit will not be applied to rent due under this lease or to the last month's rent, unless mutually agreed to by both parties, and that the conditions under which Landlord will hold (and be obligated subsequently to return) the security deposit are as follows:

- D.1 Full term of Lease has expired.
- D.2 Tenant has given Landlord at least sixty (60) days written notice that it will vacate the Premises.
- D.3 Tenant does vacate the Premises at the termination of Lease and returns keys thereto.
- D.4 Premises, inside and out, are left in "broom clean" condition and undamaged (except ordinary wear and tear).
- D.5 There are no unpaid late charges, delinquent rent, court costs or attorney's fees or other monies owed by Tenant to Landlord.

If Tenant has complied with each of the above requirements, Landlord agrees that said security deposit will be returned without payment of interest thereon. If Tenant violates any of the above requirements, Landlord may apply a part of, or all of, the security deposit to cover the cost or expense incurred or deficiency existing in any monies due to the Landlord for failure to comply with the provisions of this lease and the matter as set forth in paragraph C.1 through C.5 and the Landlord shall also have the right to proceed with any other legal or equitable remedies available to it.

3. Additional Rent.

Tenant, in addition to Basic Rent, shall pay Additional Rent as hereafter specified, payable by Tenant to Landlord under this Lease being deemed "Additional Rent". Basic Rent and Additional Rent shall collectively be referred to as "Rent".

(A) Impositions.

Tenant shall pay throughout the Term, as Additional Rent, all taxes and assessments, general and special, if any, levied and assessed on the Premises, any improvements or alterations thereto and any personal property located therein, and all other governmental charges and impositions of any kind or nature whatsoever, general or special, foreseen and unforeseen, which if not paid when due, would encumber the title to the Building, all of which are herein called "Impositions" provided, however, that Impositions relating to fiscal periods of the taxing authority which precede or extend beyond the Term of this Lease shall be appointed between Landlord and Tenant. Landlord shall periodically provide Tenant with Landlord's estimate of Impositions coming due, and Tenant shall pay

to Landlord monthly, together with Basic Rent, one twelfth (1/12) of Landlords estimate of Impositions. Landlord shall forward to Tenant copies of all notices, bills or other statements received by Landlord concerning any Impositions and the presentation of any such invoice shall be conclusive evidence of the amount of the particular element of the Imposition to which the bill or statement refers. Any overpayment or deficiency in Tenants payment of Impositions shall be "Adjusted" within thirty (30) days after Tenants receipt of such statement. For purposes of this Lease "Adjusted" or "Adjustment" means the adjustment between Landlord and Tenant of any overpayment or deficiency in payment by Tenant of Impositions. Any required Adjustment shall be made, as the case may be by;

(i) Tenants payment to Landlord of any deficiency or

(ii) by Landlord's crediting to Tenant's account any overpayment or, if such Adjustment is made at the end of the term, Landlord's reimbursement to Tenant of such overpayment less any amounts due from Tenant.

At anytime during a Lease Year, Landlord may re-estimate Tenant's share of Impositions and adjust Tenant's monthly installments payable thereafter during the Lease Year to reflect more accurately Tenant's share of Impositions as reestimated by Landlord.

For purposes hereof, "Impositions" shall also include any and all business licenses and/or franchise taxes imposed upon Tenant, and any taxes, assessments or other levies which may at any time be imposed against the Premises by any federal, state, county, municipal, quasi governmental or corporate entity in respect of public transportation or works or other governmental authority any assessments for public improvements or benefits and including also any tax, assessment or other charges in the nature of a sales, excise, use or other tax upon the Rent payable under this Lease, whether assessed against Tenant or Landlord, or the Premises. Impositions shall also include the cost (including attorney's fees, consultant fees, witness and appraisal costs) of any negotiation, contest or appeal pursued by Landlord (regardless of outcome). The provisions of this Lease shall not be deemed to require Tenant to Pay municipal, state or federal income, gross receipts or excess Profits taxes assess against the Landlord, or municipal, state or federal estate, succession, or inheritance taxes imposed upon the Landlord provided, however, that if, at any time during the Term of this Lease, the methods of taxation of real estate prevailing on the date of the Lease shall be altered or supplemental so as to cause in lien thereof the whole of the taxes, assessments and other governmental charges owed, levied and assessed on the Premises to be levied and assessed on the Rent payable by tenant to Landlord under this lease, then the taxes so levied and assessed on the Rent shall be deemed to be Impositions and shall be payable by Tenant.

In addition to Tenant's share of Impositions, Tenant shall pay, prior to the date due, to the appropriate taxing authority, any and all sales, excise and other taxes levied, imposed or assessed with respect to the operation of Tenant's business and with respect to its inventory, furniture, fixtures, equipment and all leasehold improvements installed by Tenant, any prior tenant or by Landlord on behalf of Tenant. In no event shall Tenant have the right to contest Impositions absent Landlord's prior written consent, which consent may be withheld or delayed in Landlord's sole and absolute discretion.

(B) Insurance/Indemnity.

The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operations of the business to be conducted within the Premises. The Landlord shall not be liable for any accident or injury to any person or persons or property in or about the Premises which are caused by any reason whatsoever, including, but not limited to the conduct and operations of said business, or by virtue of equipment or property owned or permitted in the Premises by the Tenant except when caused by Landlord's gross negligence and then, only to the extent not covered under Tenant's insurance. The Tenant agrees to indemnify and hold the Landlord, its agents, employees and lenders having liens against the Premises ("Indemnities") from and against all liability, claims, suits, causes of action, demands, judgments, cost, interest and expenses (including also actual counsel fees and disbursements incurred in the defense thereof) to which any Indemnities may be subject or suffered, whatsoever by reason of any claim for, injury to, or death of, any person or persons or damage to or loss of property (including also any loss of use thereof) or otherwise, and arising from or in connection with the use by Tenant of, or from any work or anything whatsoever done by Tenant or any of its officers, directors, agents, contractors, employees, licensees or while within the Premises, invitees in any part of the Premises, during the Term of this Lease, or arising from any condition of the Premises due to or resulting from any default by Tenant in keeping observance or performance of any covenant or agreement contained in this Lease or from any fault or neglect of Tenant or any of its officers, directors, agents, contractors, employees, licensees or while within the Premises, invitees.

(ii) In order to assure the Indemnity referred to hereinabove, Tenant shall carry and keep in full force and effect at all times during the Term of this Lease, for the protection of Landlord and Tenant and naming both Landlord, Tenant and any Indemnities of Landlord as may exist from time to time or other parties as landlord may designate from time to time as parties insured, public liability insurance with limits for bodily injury or death of a least ONE MILLION DOLLARS (\$1,000,000.00) for any one person or occurrence and at least THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate for any accident or number of persons, and on hundred percent (100%) actual replacement cost and extended coverage insurance for all risks, fire, casualty and Property damage covering the Premises, including, but not limited to the heating, air conditioning, water heater, water pump, plumbing (including sprinkler), electrical and mechanical systems serving the Premises and leasehold improvements (including those made by any prior tenant), lifts and auto/truck bays and Alterations, such policies to carry special endorsements covering against damage or loss by earthquake and against damage by water covered by so call flood insurance. All such policies shall, at Landlord's election, name party as Landlord may designate as loss payee. In addition Tenant shall maintain rental interruption insurance sufficient to cover Rent payable under this Lease for no less than a one year period from and after the date of casualty throughout the Term naming Landlord or upon prior written notice, such other parties as Landlord may designate, as sole loss payee. In no event shall minimum amounts of coverage called for herein be less that the amount required by lenders laving liens on the Premises.

(iii) Tenant shall obtain or cause to be obtained prior to commencement of any permitted alterations or other work, and keep in force during performance of the work, public liability and workmen compensation insurance to cover all contracts to be employed and

covering Tenant, if Tenant elects to do any work itself. The covering limits, form, and content of such policies shall be commercially reasonable and customary as reasonably determined by Landlord, but no event in amounts less than that required under applicable law. Tenant shall also, upon Landlord's request, carry contract insurance or cause its contracts to post performance bonds. Before commencement of any works on the Premises, Tenant shall deliver certificates to Landlord showing such insurance and/or performance bonds to be in effect.

(IV) Tenant shall carry statutory workman compensation insurance covering its employees in, on and about the Premises.

(v) An insurance policies required to be obtained by Tenant hereunder shall be issued by recognized and responsible insurance companies, having a "Best Insurance" rating of not less than A and a credit rating not less than XV and be qualified to do business in Virginia, and shall provide that such policies shall not be cancelled without thirty (30) days prior written notice to Landlord. Landlord shall be named as an additional insured and whenever designated by Landlord, as sole loss payee on all such policies, with the exception of the statutory workmen compensation coverage referred to herein and other casualty insurance carried by Tenant covering trade fixtures, equipment and inventory paid for and brought upon the premises by Tenant. Tenant shall deliver to Landlord at least once each Lease year, but so often as Landlord may request from time to time, a copy of all such insurance policies or a certificate thereof showing the same to be in full force and effect.

(vi) In the event Tenant shall fail to keep in force and maintain any such policy of insurance, Landlord shall have the right, at its option, and at the sole cost of Tenant, in addition to all other rights and remedies in the event of default, to purchase such policy or policies of insurance and to pay the premiums thereon. In such, event Tenant shall pay Landlord as Additional Rent an amount equal to Landlord's cost of such insurance plus fifteen percent (15%) to cover Landlord's administrative costs in procuring and administering such insurance, upon receipt of a written demand therefore.

(vii) Anything in this Lease to the contrary notwithstanding, the Tenant does hereby release the Landlord from any and all liability for any loss or damage to its property or Premises caused by fire or any of the other casualties covered by the risks included in insurance policies required to be carried by Tenant, including but not limited to Tenant's general liability, extended coverage all risk, property damage, flood, earthquake and casualty insurance. This release is given notwithstanding that such liability casualty or loss shall have resulted from the negligence of Landlord or Tenant or their respective agents, employees, licenses, contractors or invites. Tenant agrees to cause its insurance policies covering the Premises and contents thereof to contain an appropriate endorsement whereby the insurer agrees that the insurance policy and coverage will not be invalidated by reason of the foregoing waiver of the right of recovery against the Landlord for loss occurring to the properties covered by such policy, and whereby such insurer also waives any right of subrogation against the Landlord and Tenant will, upon request, deliver to Landlord a certificate evidencing such waiver of subrogation by the insurer.

(viii) Anything in this Section 3 to the contrary notwithstanding, Landlord shall have the option, either alternatively or in combination with Tenant, to carry such casualty and property insurance covering the Premises, leasehold improvements, Alterations, and systems serving the Premises, including but not limited to the heating, air conditioning, water heater, water pump, plumbing (including sprinkler), electrical, and mechanical systems, Landlord may determine to be reasonable or necessary to protect its interests, and bill the cost of any insurance carried directly by Landlord to Tenant. Any premiums so billed by Landlord to Tenant shall be Additional Rent and payable within five (5) days of written demand.

4. Possession of Premises, TENANT'S Work.

Landlord delivers, and Tenant accepts the Premises "as is". Tenant further acknowledges that it has fully inspected the Premises prior to the execution of this Lease and does hereby assume all of the risks, including but not limited to patent or latent defects as well as responsibility for all existing environmental conditions. Tenant further understands and agrees that Landlord shall be under no liability nor have any obligation to do any preoccupancy work or make any repairs in or to the Premises, except as otherwise expressly provided herein, any work which may be necessary to adapt the Premises for Tenant's occupancy or for the operation of Tenant's business therein (including any Alterations that may be necessary now or hereafter to effectuate compliance with any applicable laws), the sole responsibility therefore being that of Tenant and shall be performed by Tenant at its sole cost and expense.

5. Tenant's Covenants:

Tenant hereby covenants as follows:

(A) Not to use Premises for any disorderly or unlawful purpose, nor for any purpose not expressly permitted pursuant to this Lease.

(B) To keep the Premises and approaches thereto, including parking areas, clean and free from trash and rubbish, to remove snow and ice from the adjacent sidewalks and any parking areas and loading areas which are a portion of the Premises, and to keep any show windows and signs neat, clean and in good order; and not to store any material or trash of any nature whatsoever on the exterior of the Premises, unless same is contained in covered dumpsters and not to store or dispose of any materials, except in accordance with all applicable laws. Tenant shall contract and arrange for, at Tenant's expense, trash and materials removal at such intervals as are necessary to satisfy the requirements of this paragraph and applicable laws.

(C) Not to operate any machinery in the Premises which may cause excessive vibration or damage to the Premises, nor create any nuisance.

(D) To inspect all portions of the Premises, both interior and exterior and all machinery and equipment therein, so it may promptly detect the need for repairs to any thereof, to make such repairs as it is herein obligated to make.

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(D) To inspect all portions of the Premises, both interior and exterior and all machinery and equipment therein, so it may promptly detect the need for repairs to any thereof, to make such repairs as it is herein obligate to make.

(E) Not to place any loads or machinery or safes in the Premises in excess of the existing floor loads or utilize any equipment which would overload the Premises existing systems.

6. Use of Premises.

(A) Tenant hereby covenants and agrees the Premises shall not be used for any purpose other than for the following purposes: Retail and office use and automotive uses as allowed by law.

(B) Tenant, at its own expense, shall comply with and carry out promptly, all orders, requirements or conditions imposed by the ordinances, laws and regulations of the United States, Maryland and of all other governmental authorities having jurisdiction over the Premises or Tenant, which are occasioned by or required in the conduct of Tenant's business in the Premises, including but not limited to all environmental laws and regulations now or hereafter promulgated relative thereto. Tenant shall further comply with the Americans with Disabilities Act of 1990 (ADA) and any amendment to ADA, as well as applicable state and local laws, regulations and ordinances regarding access to, employment of, and service to individuals covered by the ADA. The compliance with ADA will include, but not be limited to, the design, construction and Alterations of the Premises. Tenant will indemnify Landlord and save it harmless from all penalties, claims and demands, resulting from any noncompliance. Tenant shall be responsible for obtaining and shall promptly obtain at its sole cost and expense all licenses, permits, certificates of occupancy, variances, special exceptions or any other permission necessary for its use, occupancy, repairs and subject to Section 8, signs, and subject to Section 9, Alterations of the Premises by Tenant as contemplated herein.

(C) Tenant shall not suffer or permit the Premises or any portion thereof to be used by the public without restriction or in such a manner as might reasonably tend to impair Landlord's title to the Premises, or any portion thereof, or in such manner as might reasonably make possible a claim of adverse usage or adverse possession by the public, as such or of implied dedication of the Premises or any portion thereof. Tenant hereby expressly recognizes that in no event shall it be deemed the agent of Landlord, and no contractor of Tenant shall by virtue of its contract be entitled to assert any lien against the Premises or Landlord's interest therein.

(D) Parking: Tenant shall at no time allow the parking or unloading of vehicles in front of the Demised Premises which will block the flow of traffic along the common driveway which services other adjoining premises owned by the landlord. In the event that a vehicle owned by the Tenant, a supplier of the Tenant or an independent freight carrier company, in fact, blocks the common driveway, Tenant does hereby irrevocably authorize Landlord to cause said vehicles or other obstruction to be removed at Tenant's expense, and in addition, Tenant does hereby agree to indemnify and hold harmless Landlord from any claim made by any party in connection with such removal.

Any vehicle on the parking lot that is unlicensed or in a state of disrepair will be towed at owner's expense. The parking lot shall be utilized only for business parking related to tenants' occupancy.

This agreement does not constitute the assignment of specific parking spaces. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other Tenants in the use of parking facilities. If other Tenants in the Project are consistently parking in front Tenant's premises, then Landlord shall diligently work to rectify this parking problem. Landlord therefore reserves the right but is not under any obligation to assign parking in Landlord's sole discretion as it may see fit.

(E) Trash Storage: Tenant hereby covenants to contain all trash and debris generated in conjunction with its use of the premises in containers approved by Landlord and in locations approved by Landlord with such screening as may be required by Landlord so as not to constitute a safety or fire hazard and to contract for its removal on a no less than weekly basis. Should Tenant violate this covenant, Landlord may take such corrective action as it shall deem necessary for the storage and removal of such trash and debris and Tenant shall pay the costs and expenses of such corrective action as additional rent immediately upon demand therefor in accordance with the provisions of this lease.

7. Repairs, Maintenance.

(A) Landlord shall, subject to the need therefore not being caused in whole or part by the negligent or willful acts or omission of Tenant, its agents, employees, contractors or assigns, and subject to the aggregate cost thereof over the term not exceeding two (2) months of the then current Rent, maintain the exterior, structural walls, and foundations of the building except for alterations and improvements made by Tenant affecting the foregoing, which shall be Tenant's responsibility to maintain and repair. Tenant shall throughout the Term, at no cost or expense to Landlord, make all other necessary repairs to the interior and exterior of the Premises, including, without limitation, the roof, the plumbing, the parking lot, mechanical and electrical systems serving the Premises. Tenant shall, in addition, at no cost or expense to Landlord, maintain the Premises, and all fixtures, equipment, Alterations and improvements installed or made by Tenant, by Landlord or any prior tenants contained therein, including, but not limited to, heating, air conditioning, water heater, water pump, plumbing (including sprinkler system), electrical and mechanical systems, in at least as good repair order and condition as the same are in

on the Lease Commencement Date or date installed by Tenant, reasonable wear and tear and loss by fire or other casualty (to the extent this Lease is terminated pursuant to Section 21 and insurance proceeds sufficient to replace the same are paid to Landlord or its designee or unless Landlord elects, pursuant to Section 21, to restore the Premises), and promptly at no cost or expense to Landlord, shall make or cause to be made, all necessary repairs, interior and exterior, structural and non structural, foreseen as well as unforeseen. Tenant, at its own cost and expense shall also keep, maintain and repair all sidewalks, driveways, ground (including lawn care) and parking areas in a clean, neat and orderly condition and shall remove all snow and ice therefrom.

(B) All personal property of the Tenant in the Premises shall be there at the sole risk of the Tenant. Landlord shall not be liable for any accident or damage to the property of Tenant resulting from any reason whatsoever. Tenant hereby expressly releases Landlord from liability incurred or claimed by reason of damage therefrom.

8. Signs and Personal Property

Tenant agrees that no sign, awning, advertisement or notice shall be inscribed, affixed or displayed on any part of the Premises, except if first approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. Such signage shall further be subject to all requirements and regulations of applicable governmental authorities having jurisdiction over the installation, placement and appearance of signs. Existing signs are deemed approved.

9. Alterations

(A) Tenant shall not make alterations, installations, changes, replacements, additions or improvements in or to the Premises or any part thereof ("Alterations"), or delay its consent with respect to same, provided such work shall be non structural and provided further that such work shall not affect any of the mechanical, electrical or other systems servicing the building, and provided further, that Landlord shall have received plans and specifications in a form and detail satisfactory to Landlord of any such proposed Alterations, installations, changes, replacements, additions or improvements. Tenant agrees to provide Landlord with the name of any proposed contractors of Tenant, certificates of liability insurance maintained by such contractors in amounts acceptable to Landlord, and copies of all plans for such improvements at the time request for Landlord's approval is made by Tenant. Tenant shall provide Landlord with a copy of all requisite permits prior to commencement of any such work as its sole expense. All of Tenant's aforesaid Alterations shall be performed in a good and workman like manner and in compliance with all applicable laws, codes, rules and ordinances. Landlord may at its option and discretion require Tenant at Tenant's expense, to repair any damage to the Premises caused by either the removal or installation of aforesaid Alterations, or the removal or installation of any of Tenant's equipment or fixtures that are removable, and Tenant will promptly comply with such directions. In addition to all legal, equitable and other rights and remedies available to Landlord, it is agreed that if Tenant, after receipt of written notice and failure to cure same within ten (10) days, does not comply with its

obligations under this Section the Landlord shall have the right (but not the obligation) to perform or cause to be performed Tenant's obligations, duties and covenants under this Section or any other provisions of this Lease, in which event Tenant shall reimburse to Landlord upon written demand all costs incurred by Landlord as a result thereof, plus fifteen percent (15%) to cover Landlord's administrative costs.

(B) Tenant shall have no authority to incur any debt or to make any charge against Landlord, or to create any lien upon the Premises for any work or materials furnished for the same, and if any such lien should be filed against the Premises on account of work done to or labor or materials furnished on the Premises at Tenant's request (whether or not Tenant obtained Landlord's approval), Tenant shall have a period of thirty (30) days or such shorter period as required by law or Landlord's lenders having liens against the Premises from the date notice of such lien is brought to attention to pay off said lien and have the same discharged of record, or if Tenant disputes such lien or the amount thereof, to post with the court having appropriate jurisdiction adequate bond required to release said lien of record. If Tenant shall fail to cause such lien to be so discharged or bonded within the time prescribed above, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due the amount so paid by Landlord, plus fifteen percent (15%) to cover Landlord's administrative costs, plus Landlord's actual attorney's fees in either defending or procuring discharge of such lien, together with interest thereon at the Default Rate shall be due and payable by Tenant to Landlord as additional Rent, upon demand.

(C) All existing leasehold improvements, alterations and other additions or installations made to or within the Premises shall be Landlord's property upon installation and shall not be removed from the Premises. Notwithstanding the foregoing, upon the expiration or earlier termination of the Lease, Tenant shall at Tenant's expense, remove any of the foregoing items (except Alterations made with Landlord's consent, where at the time of consent Landlord does not specify that the same will need to be removed upon expiration or earlier termination of the Lease) from the Premises if Landlord gives Tenant written notices to do so. Tenant shall promptly repair or, at Landlord's election reimburse Landlord for the cost of repairing all damage done to the Premises by such removal.

10. Assignment and Subletting.

Tenant acknowledges that Landlord has entered into this Lease based on the financial creditworthiness and business reputation of Tenant and that such was a material inducement to Landlord's entering into Lease. Accordingly, Tenant shall not, either directly, or indirectly, or by operation of law or by merger, reorganization or otherwise:

(a) assign, mortgage, pledge, encumber or otherwise transfer this Lease, the Term and estate hereby granted or any interest hereunder;

(b) Permit the Premises or any part to be utilized by anyone other than Tenant or

(c) Sublet or hypothecate (all of which be hereafter referred to as a "Transfer") the Premises or any part thereof without obtaining in each instance, Landlord's written consent, which may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. The transfer of any ownership interest in Tenant so as result in a change of control by way of merger, sale, reorganization, transfer of stock (except with respect to transfer of stock which is listed on a "National Securities Exchange" as defined in the Securities Exchange Act of 1934), sale of assets, appointment of a receiver or take-over by governmental authorities or otherwise shall be deemed a prohibited Transfer requiring Landlord's consent. Transfer of Tenant's right to occupy or use all or any portion of the Premises made without Landlord's consent shall be null and void and confer no rights upon any third person. The consent by Landlord to any Transfer of Tenant's rights hereunder shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord or Rent due hereunder from any party other than Tenant shall not be deemed to be a consent to any such Transfer, nor relieve Tenant of its obligating to pay Rent for the full Term of this Lease, Tenant shall have no claim and hereby waives the right to make claim against Landlord to damages by reason of refusal, withholding or delaying by Landlord of consent to a requested Transfer. Tenant agrees at the time of requesting Landlord's consent to pay to Landlord an amount equal to Two Thousand and 00/100 Dollars (\$2,000.00) to cover Landlord's attorney fees and administrative expense for the review, processing or preparation of any document in connection with a permitted Transfer, such payment to be made in consideration of Landlord's review and independent of and regardless as to whether or not Landlord's consent is granted.

11. Examination of Premises.

After reasonable advance notice, except in cases of an emergency, Tenant shall allow Landlord and its agents reasonable access to the Premises during all reasonable hours for the purpose of examining the same to ascertain and determine if the Premises are in good repair and condition and for making repairs required of Landlord hereunder. Landlord's access shall in no event constitute an eviction in whole or in part of Tenant and in no event shall such access give rise to any claim of disrupted use, breach of quiet enjoyment nor shall such access in any way affect or alter Tenant's obligation to pay Rent as and when provided herein. Landlord may exhibit the Premises to prospective purchasers at anytime during the Term hereof and to prospective tenants during the last twelve (12) months of the Term. Landlord, during the last twelve (12) months of the Term, or any time Tenant shall be in default of its obligations hereunder, shall have the right to post For Rent signs on the Premises.

12. Subordination/Attornment.

Tenant agrees that this Lease shall be subject and subordinate to the lien or liens of any mortgages, deed or deeds of trust, or other security interests (collectively the "Interest") that may now or may hereafter be placed against the Premises and that this clause shall be self operating. Notwithstanding the fact that this clause is self-operating, if Landlord requests, Tenant shall execute any instruments, releases or other documents that may be

required for the purpose of confirming that this Lease, and Tenant's interest is subject and subordinate to the lien of any Interest, whether original or substituted. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed of trust, to return to the purchaser upon any such foreclosure sale and to recognize such foreclosure sale and to recognize such purchaser as the Landlord under this Lease and that upon failure to do so within ten (10) days of demand, Landlord shall be deemed and designated by Tenant as its Attorney-In-Fact, such to be coupled with an interest, with full authority to execute any instruments required of Tenant under this Lease. Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceedings is brought.

13. Insolvency or Bankruptcy of Tenant.

If at any time prior to the Commencement Date of this Lease, or any time during the term hereby demised, there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenants property, and if within thirty (30) days hereof Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into a plan under the Bankruptcy Code (as defined below), this Lease, at the option of Landlord, may be cancelled and terminated by notice of cancellation to Tenant effective three (3) days thereafter, in which event neither Tenant nor Guarantor nor any person claiming through or under Tenant or Guarantor by virtue of any statute or of an order of any court shall be entitled to possession, or to remain in possession of the Premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this Lease contained or by virtue of any statute or rule of law may retain as liquidate damages any Rent, security, deposit or monies received by Landlord from Tenant or others in behalf of Tenant. If Tenant becomes a debtor within the meaning of the Bankruptcy Reform act of 1978, as the same may from time to time be amended ("Bankruptcy Code") and notwithstanding any other provisions of this Lease, this Lease and Landlord's and Tenant's rights are then made subject to such Bankruptcy Code, it is covenanted and agreed that the failure of Tenant or its representative appointed in accordance with said Bankruptcy Code to furnish accurate information and adequate assurances as to the source of Rent and other consideration due under this Lease, or conduct or have conducted at the Premises Tenant's business as provided in Section 6 hereof, shall in any case each be deemed a default under this Section 20, and Landlord shall have all rights and remedies herein afforded to it in the event of any default by Tenant under this Lease. Tenant's interest in this Lease shall not pass to any trustee or receiver or assignee for the benefit of creditors or operation of law except as may be specially provided by the Bankruptcy Code.

14. Default.

(A) In the event that:

(i) Tenant shall fail to pay when due any payment of the Rent payable by Tenant hereunder and such failure shall continue for a period of five (5) days following receipt by Tenant of written notice thereof (such notice only being required once in any twelve month period) or

(ii) Tenant shall violate any other term, covenant or condition of this Lease or neglect or fail to perform or to observe any of the other terms, conditions or covenants herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within fifteen (15) days of written notice thereof from Landlord, provided however, that if cure is not reasonably possible within the aforesaid fifteen (15) day period, then, in such event, Tenant shall be afforded an additional reasonable time within to effectuate cure or

(iii) In the event that this Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, or taken over by governmental authority or otherwise breach Section 13 above; or

(iv) If Tenant shall abandon, vacate or desert the Premises, or fail to operate the Premises from the purposes provided in Section 6 thereof, or

(v) Tenant shall, except as expressly otherwise permitted herein, Transfer its interest in this Lease, then in any one or more of such events, Tenant shall be in default of the Lease and Landlord shall have the right, as its option, in addition to any other rights and remedies set forth in this Lease or provided at law or in equity either:

(1.) To terminate this Lease and if the event of default is not so cured, Tenant's right to possession of the Premises shall cease and the Lease shall thereupon be terminated; or

(2.) With or without notice to re-enter and take possession of the Premises without terminating the Lease, or any part thereof, and repossess the same as Landlord's former estate and expel the Tenant and those claiming through or under Tenant, and remove the effects of both or higher, (forcibly, if necessary), and the Landlord shall have the right, without further notice or demand, to take the action and do the things aforesaid without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of contract, it being expressly understood that if the Landlord elects to re-enter, Landlord may terminate this Lease, or from time to time, without terminating the Lease, may relet the Premises, or any part thereof, for such terms and rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make such Alterations and repairs and grant such rental concessions to prospective tenants of the Premises at Tenant's expense, as Landlord in its sole business judgment believes reasonably necessary in connection with securing another tenant. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination hereof be

decreed by court of competent jurisdiction. In no event shall Landlord be obligated to relet the Premises or mitigate damages, it being understood that the failure to relet or mitigate shall in no event reduce Landlord's entitlement to Basic Rent, Percentage Rent, Additional Rent and other sums payable under this Lease throughout the Term.

(3.) In no event shall Landlord be obligated to provide notice of default more often than once in a twelve (12) month period, it being understood that Landlord may exercise its rights under this Lease in the event of default without notice if a notice of default has previously been given during the immediately preceding twelve (12) month period; or

(4.) In the event of any such termination, Tenant shall nevertheless pay the Rent and all other sums as herein provided up to the time of such termination, and thereafter, Tenant, until the end of what would have been the term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for and shall pay to Landlord, as liquidated current damages, an amount equal to:

(i) The Rent and all sums as hereinbefore provided which would otherwise be payable hereunder if such termination had not occurred, less the net proceeds, if any, of reletting of the Premises after deducting all of the Landlord's expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses including actual attorney's fees, expenses of employees, alteration and remodeling costs, and expenses of preparation for such reletting; or

(ii) The present value of the Rent and all other sums as herein before provided which would otherwise be payable hereunder if such termination had not occurred, discounted at an interest rate equal to the Prime Rate of interest as published in the Wall Street Journal as of the date of default, Tenant shall pay such liquidated current damages on the days on which the Basic Rent would have been payable hereunder if this Lease had not been terminate or at Landlord's election, shall pay such amount to Landlord by lump sum, upon demand. If this Lease shall be terminated as aforesaid, Landlord may but shall not be obligated to relet the Premises or any part thereof, for the account and benefit of Tenant, for such terms and to such person or persons and for such period or periods as Landlord may determine and any such sums received shall be applied first against all of the Landlord's expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses including actual attorney's fees, expenses of employees, alteration and remodeling costs, and expenses of preparation for such reletting, and then against damages occasioned by Tenant's default. The acceptance of a tenant by Landlord in place of Tenant shall not operate as a release of Tenant from the performance of any covenant, promise or agreement herein contained, and the performance of any substitute tenant by the payment of Rent, or otherwise, shall not constitute satisfaction of the obligations of Tenant arising hereunder. Any damages or deficiencies, at the option of Landlord, may be recovered by Landlord in separate actions, from time to time, as Tenant's obligations for payment would have accrued if the Term had continued, or from time to time as said damages or deficiencies shall have been made more easily ascertainable by reletting of the Premises, or any such action by Landlord

may, at the option of Landlord, be deferred until the expiration of the Term or may be accelerated and immediately due and payable.

(B) Tenant hereby expressly waives any provision of law now in force or which hereafter may be enacted giving Tenant the right under any condition after default to the redemption and repossession of the Premises or any part thereof

(C) Unless otherwise agreed to by the parties in writing, no payment by Tenant or receipt by Landlord of a lesser amount than the installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy.

(D) In addition to and not in limitation of the other remedies provided in this Lease, the Landlord shall be entitled to the restraint by injunction of any violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions or agreements of this Lease.

(E) If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provision of this Lease, and if in connection with the enforcement of its rights or remedies, Landlord shall incur fees and expenses for services rendered (including without limitation, reasonable attorney's (fees), then such fees and expenses shall be immediately reimbursed by Tenant to Landlord on demand. In the event Landlord shall file any legal action for the collection of Rent or any eviction proceeding, whether summary or otherwise, for the non payment of Rent, and Tenant shall make payment of such Rent due payable prior to the rendering of any judgment, then Landlord shall be entitled to collect, and Tenant shall be obligated to pay, in addition to all Rent due (including the late charges provided for above), all court filing fees and actual legal fees of Landlord.

(F) The remedies of Landlord provided for in this Lease are cumulative and are not intended to be exclusive of other remedies to which Landlord may be lawfully entitled. The exercise by Landlord of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy, nor constitute an election of remedies.

15. Effect of Waiver.

If, under the provisions of this Lease, summons or other notice shall, at any time, be served upon Tenant by Landlord and a compromise or settlement shall be effected either before or after judgement or decree, whereby Tenant shall be allowed or permitted to retain possession of the Premises, the same shall not constitute a waiver of any covenant or agreement herein contained, or of this Lease itself except to the set forth in such compromise or settlement. No waiver by Landlord or Tenant of any breach of agreement herein contained shall be construed to be a waiver of the covenant itself or of any

subsequent breach thereof. No re-entry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of the Lease.

16. Estoppel Certificates.

Landlord and Tenant agree at any time and from time to time, upon not less than ten (10) days prior written notice by the other, to execute, acknowledge and deliver to the other party a statement in writing certifying

(i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification),

(ii) The date to which the Rent hereunder has been paid by Tenant,

(iii) Whether or not to the knowledge of the party giving such estoppel, Landlord or Tenant are in default in the performance of any covenant, agreement or condition contained in Lease, and, if so, specifying each such default of which such party may have knowledge, and

(iv) The address to which notices to such party should be sent, and

(v) Such other matters as Landlord may require. Any such statement delivered pursuant hereto may be replied upon by Landlord, Tenant any other prospective tenant or purchaser, any owner of the Premises, any mortgagee or prospective mortgagee of the Premises or of Landlord's interest therein, or any prospective assignee of any such interest.

17. Eminent Domain.

Tenant agrees that if the Building, or so much of the Premises so as impair Tenant's use of the Premises, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Tenant to damages therefore, if any, are hereby assigned by the Tenant to the Landlord. Upon any condemnation or taking, affecting the whole or any substantial part of the Premises as provided above, the Term of this Lease shall cease and terminate unless the parties otherwise agree in writing. The Tenant shall have no claim for the value of any unexpected Term of this Lease. If less than the whole of the Building or substantial part of the Premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose, and in the event neither Landlord nor Tenant shall desire to terminate this Lease, then and in such event the Basic Rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. For purposes of this Section, a substantial part of the Building shall be considered to have been taken if twenty five percent (25%) or more is

taken. A substantial portion of the Premises shall be deemed taken if more than twenty five percent (25%) of the areas of available for parking are taken. Notwithstanding anything to the contrary contained herein. Tenant shall be entitled to pursue a separate claim for the value of Tenant's furnishings, equipment, movable trade fixtures which are not deemed pursuant to this Lease to be Landlord's property and then only to the extent paid for by Tenant and provided such claim shall in no manner diminish the award or other compensation to which Landlord would otherwise be entitled.

18. Quiet-Enjoyment.

Subject to the rights reserved to Landlord herein, Landlord covenants that if Tenant shall not be in default hereunder (after the expiration of any notice and cure period). Tenant shall at all times peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Lease, without any interruption from Landlord or any other person claiming through or under Landlord.

19. Notices

Until further notice by either party to the other, in writing, all notice or communications required or permitted hereunder shall be sent by registered or certified mail, return receipt requested,

(a) If to Landlord, addressed to:

1746 E. Joppa Rd. Associates, L.L.C.
P.O Box 55
Glenelg, Maryland 21737

(b) If to Tenant, addressed to:

Hossein Najafali
1746 E. Joppa Rd.
Towson, MD 21234

20. Tenant Holdover

This Lease shall expire, without notice by either part to the other at midnight of the last day of the Term. If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant, at Landlord's election, shall become either a Tenant at sufferance, or Tenant from month to month, Landlord expressly reserving the right to terminate such tenancy and reenter and take possession of the Premises with or without notice or process. Tenant hereby promises and represents that it will promptly surrender the Premises, in accordance with the terms and conditions of this Lease, and hereby acknowledges that such promise is a material inducement to Landlord to enter into this Lease Agreement. Tenant further agrees to indemnify and hold Landlord harmless from

and against any and all claims or liability, to any part whatsoever, occasioned from and by Tenant's holding over, including any actual attorney's fee or other costs associated therewith. In the event Tenant shall holdover subsequent to the expiration of the Term or any renewal term of this Lease, Landlord shall in lieu of Rent, be entitled to demand and receive from Tenant monthly use and occupancy payments for each month in which Tenant shall holdover subsequent to the expiration of the term of Lease, in an amount equal to twice the Basic Rent during the last month of the term of this Lease, plus any and all Additional Rent or other charges due under this Lease. Each such use and occupancy payment shall be due on or before the first day of each calendar month in which Tenant shall holdover hereunder. In no event shall Landlord's demand or acceptance of such use and occupancy payments be considered to constitute an acquiescence by Landlord to the extension of the Term hereof, and Landlord shall be entitled to obtain immediate possession of the Premises irrespective of any such demand or acceptance. In the event Tenant shall pay monthly use and occupancy payments for any calendar month following expiration of the Term hereof such payment shall be prorated upon Tenant's surrender of full and exclusive possession of the Premises to the Landlord, free of any and all other parties claiming through or under the Tenant.

21. Damage by Casualty.

(A) Tenant shall give prompt notice to Landlord in case of any fire or other damage or casualty to the Premises or the Building. If

(i) The Building shall be damaged to the extent that in Landlord's reasonable judgment, repairing such damage or destruction would not be economically feasible;

(ii) The Building shall be damaged as a result of a risk which is not covered or any portion thereof shall require that the insurance proceeds under the policies referred to in Section 3 (B) hereof be used for other than repairing, replacing and rebuilding such damage, then in any event Landlord may terminate this Lease by notice given within ninety (90) days after such event. In the event this Lease is terminated as provided above in this Section 21 (i) the entire proceeds of the insurance provided for in Section 3 (B) hereof shall be paid by the insurance company or companies directly to Landlord and shall belong to, and be the sole property of, Landlord; (1) the portion of proceeds of the insurance provided for in Section 3 (B) which is insuring equipment, fixtures and other items, which by the terms of the Lease, belong to the Landlord by whatever cause shall be paid by the insurance company or companies directly to Landlord, and shall belong to, and be the sole property of, Landlord;

(iii) Tenant shall immediately vacate the Premises in accordance with this Lease;

(iv) All Rent shall be apportioned and paid to the date on which possession is relinquished or the date of such damage, whichever last occurs; and

(v) Landlord and Tenant shall be relieved from any and all further liability or last obligation hereunder except as expressly provided in this Lease. Tenant hereby waives

any and all rights to terminate this Lease that it may have, by reason of damage to the Premises by fire, flood, earthquake or other casualty, pursuant to any presently existing or hereafter enacted statute or pursuant to any other law.

(B) If all or any portion of the Building is damaged by fire, flood, earthquake or other casualty and this Lease is not terminated in accordance with the provisions of Section 21 (A), then all insurance proceeds under the policies referred to in Section 3 (B) hereof that are recovered on account of any such damage by fire or casualty shall be made available for the payment of the cost of repair, replacing and rebuilding and as soon as practicable after such damage occurs Landlord shall, using the proceeds provided for by Section 3 (B) hereof, repair or rebuild the Building and other portions of the Premises or such portion hereof to its condition immediately prior to such occurrence to the extent the cost therefore is fully funded by insurance proceeds. Alternatively, at Landlord's option, Landlord may require that Tenant perform such repairs, in which case, Landlord shall make available to Tenant, insurance proceeds received by Landlord-In no event shall be obligated to repair or replace Tenant's movable trade fixtures or other personal property. In addition, Tenant shall, using the remaining proceeds of the insurance proceeds from policies provided for in Section 3 (B) hereof, repair, restore and replace Tenant's movable trade fixtures, personalty and equipment. If the aforesaid insurance proceeds under the insurance provided for in Section 3 (B) hereof shall be less the cost of repairing or replacing Tenant's movable trade fixtures, equipment and personalty, or other items required to be insured by Tenant pursuant to Section 3 (B) hereof, Tenant shall pay the entire excess cost thereof, and if such insurance proceeds shall be greater than the cost of such repair, restoration, replacement or building, the excess proceeds shall belong to, and be the property of Tenant.

(C) In the event of any repair or rebuilding pursuant to the provisions of Section 21 hereof, then only to the extent Landlord receives rental insurance proceeds equal to the Rent due during the period the Building and other portions of the Premises are undergoing repairs and Tenant's use is precluded, there shall be abated an equitable portion of the Basic Rent during the existence of such damage, based upon the portion of the Premises which is rendered untenable and the duration thereof Landlord shall not be liable or obligated to tenant to any extent whatsoever by reason of any fire or other casualty damage to the Premises, or any damages suffered by Tenant by reason thereof, or the deprivation of Tenant's possession of all or any of the Premises.

22. Jury Trial Waiver.

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other one in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use OF occupancy of the Premises, and/or claim of injury or damage. Tenant acknowledges that the waiver of jury trial has been reviewed with counsel and is an acceptable and material business term of this Lease.

23. General Provisions.

(A) Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise to any contractor, subcontractor, laborer or materials for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Premises or any part thereof.

(B) Nothing herein contained shall in any way be considered or construed as creating the legal relation of a partnership or joint venture between Landlord and Tenant, it being expressly understood and agreed by the parties hereto that the relationship between the parties shall be one of Landlord and Tenant.

(C) It is further and agreed that the covenants, agreements and conditions shall be binding upon the Landlord and Tenant, as well as their respective, heirs, executors, administrators, successors and permitted assigns.

(D) This Lease shall be governed and construed in accordance with the laws of the State of Maryland.

(E) If any covenants or agreements of this Lease or the application thereof to any person or circumstances shall be held to be invalid or unenforceable, then, and in each such event, the remainder of this Lease or the application on such covenant or agreement to any other person or any other circumstances shall not be thereby affected, and each covenant and agreement hereof shall remain valid and enforceable to the fullest extent permitted by law.

(F) Upon the request of Landlord, Tenant shall execute and deliver a memorandum of Lease or short form Lease suitable for recording. In no event shall Tenant record this Lease or any short form Lease without Landlord's written consent, such consent to be withheld, conditioned or delayed in Landlord's sole and absolute discretion.

(G) In the event that any mortgage providing financing on the Premises requires, as a condition of such financing, that modifications to the Lease be Obtained, and provided that such modifications

(i) Do not increase the Rent and other sums due hereunder, or

(ii) Constitute a no material change any substantive rights, obligations or liabilities of Tenant under this Lease, then Landlord may submit to Tenant a written amendment to this Lease incorporating such changes, and if Tenant does not execute and return such written amendment within ten (10) days after the same has been submitted to Tenant, then Landlord shall thereafter have the right at its sole option, to immediately cancel and terminate this Lease or to exercise its powers as Attorney-In-Fact, pursuant to Section 23 (O) below.

(H) Any obligation arising during the Term of this Lease under any provision herein contained, which would by its nature require the Tenant to take certain action after the expiration of the termination of this Lease to fully comply with the obligation arising during the Term, shall be deemed to survive the expiration of the Term or other termination of this Lease to the extent of requiring any such action to be performed after the expiration of the Term which is necessary to fully perform the obligation that erode during the Term of this Lease.

(I) The captions and headings throughout this Lease are for convenience and reference only, and the words contained in such captions shall in no way be held or deemed to meaning of any provision of this Lease.

(J) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the sense so requires.

(K) Further, if the holder of a mortgage or deed of trust which includes the Premises, notifies the Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against the Landlord from Rent thereafter due and payable, but shall look solely to the Landlord's interest in the Premises for satisfaction of such claim.

(L) By its entry into this Lease the Tenant represents and acknowledges to the Landlord that the Tenant has satisfied itself as to the use which it is permitted to make of the Premises and has inspected the Premises and confirms that the same are acceptable to Tenant, Tenant further acknowledges that Landlord has made no representations, warranties or covenants to Tenant except as expressly provided herein.

(M) No diminution or shutting off light, air or view by any structure that may be erected on the Premises or on any adjacent or nearby properties shall in any manner affect this Lease or obligations of Tenant hereunder.

(N) Time is of the essence with respect to the performance of Tenant's obligations hereunder, including, but not limited to the obligation to pay Basic Rent, Percentage Rent, Additional Rent and other sums due hereunder.

(O) In the event Tenant shall fail or refuse to execute and deliver to Landlord any document or instrument which may be required under the terms of this Lease within ten (10) days after Landlord's written request therefore, Tenant hereby irrevocably appoints Landlord as Attorney-In-Fact for Tenant, such appointment being coupled with an interest, with full power and authority to execute and deliver such documents or instruments for and in the name of Tenant.

24. Brokers.

The respective parties certify that no person or company provided services as a broker, agent, finder or assisted in the negotiations of this Agreement. Each party agrees to indemnify the other for any claim asserted by any person or company purporting to act on its behalf in providing services as a broker, agent or finder, in connection with this Agreement.

25. Entire Agreement.

It is understood and agreed by and between the parties hereto that this Lease and the Exhibits attached hereto contain the final and entire agreement between the said parties and they shall not be bound by any terms, statements, conditions or representations, oral or written, not herein contained.

26. Landlord's Liability.

If the Landlord shall sell, convey or otherwise dispose of its interest in the Premises, then the undersigned Landlord shall be deemed to be released of all obligations hereunder arising from the date of such transfer, and the transferee shall be deemed to be the Landlord hereunder for all purposes hereunder. Anything contained in this Lease or as provided at law to the contrary notwithstanding. Tenant acknowledges that as an express condition to Landlord's entering into this Lease, Tenant agrees that Landlord, its agents, officers, employees and assigns shall have no personal liability nor shall any of them be subject to monetary claim of any kind or nature. In the event of a breach or default by Landlord, Tenant shall have no right to consequential damages, claims for loss sales or profits or the like, any and all such claims being expressly waived as a material inducement to Landlord's entering into this Lease. Moreover, in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant acknowledges and agrees that its sole remedy shall be limited to an action for specific performance and even then, only to the extent the cost of such performance is less than two (2) months Rent, any amounts to effect specific performance over and above such sum being Tenant's responsibility, being a negotiated condition of this Lease that Landlord's aggregate cost of repairs under Section 7 shall never exceed over the Term the sum of two (2) months then current Rent. The provisions hereof shall insure to Landlord's successors and assigns.

27. Force Majeure.

Each party shall be excused from performing any obligation or under takings provided for in this Lease for so long as such performance is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violation, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, laws, order of government or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded, or hindered thereby, including reasonable delays for adjustments of insurance.

Anything contained herein to the contrary notwithstanding, Tenant's obligation to pay Basic Rent, Additional Rent, or other charges due under the applicable provisions of the Lease, shall not be excused by reason of any of the foregoing events.

28. Modification.

This Lease cannot be changed or terminated orally. Any agreement hereafter made shall be ineffective to change, modify or discharge this Lease in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

29. Hazardous Material.

The term "Hazardous Material" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either:

(i) Potentially injurious to the public health, safety or welfare, the environment or the Premises,

(ii) Regulated or monitored by any government authority, or

(iii) A basis for liability of Landlord or Tenant or any occupant of the Premises to any governmental agency or third party under applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof Tenant shall not engage in any activity in, on or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Materials without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expenses) with all applicable law. "Reportable Use" shall mean

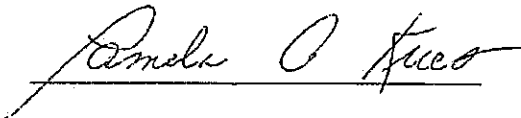
(1) The installation or use of any above or below ground storage tank

(2) The generation, possession, storage, use, transportation, or disposal of Hazardous Materials. Reportable Use shall also include Tenant being responsible for the presence in, on or about the Premises of Hazardous Materials with respect to which any applicable law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but in compliance with all applicable laws, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of Tenant's business permitted on the Premises so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability thereof. In addition, Landlord may (but without any obligation to do so) condition its consent to the use or presence of any Hazardous Materials, and activities including Hazardous Materials, by

Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself the public, the Premises and environment against damage, contamination or injury and/or liability therefrom, including, but not limited to, the installation (and removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the premises (such as concrete encasements) and/or the deposit of an additional security deposit. Tenant shall be reasonable for compliance with applicable laws respecting Hazardous Materials discovered, now or hereafter, to be existing in the Premises and Tenant shall indemnify and hold Landlord harmless for all claims, costs, liabilities, obligations of any kind and nature related to the use, presence abatement or contaminants of Hazardous Materials on the Premises. It is further expressly understood and agreed, that any Hazardous Materials which become exposed or discovered as a result of Tenant's Work or Alterations, and which but for such works not have been exposed or discovered, and which but for such works would not be required by government authorities to be abated, shall be abated by Tenant at Tenant's sole cost and expense as part of Tenant's Work or Alterations provided by law.

IN WITNESS WHEREOF, Tenant has caused these presents to be signed and sealed by its President and duly authorized agent and representative having power to bind Corporation and Landlord has caused these presents to be signed and sealed by its President, all as of the day and year first written hereinabove.

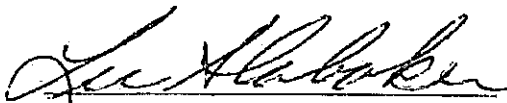
Witness:



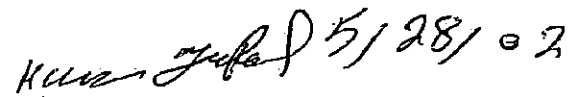
Landlord
1746 E. Joppa Rd. Associates, L.L.C.

By: 
Member

Witness:



Tenant
Hossein Najafali

By:  5/28/02
Hossein Najafali

USE 5.5

0039 61

S 79° 48' W

125.75'

LEASED BY
CASPIAN MOTORS ET AL.

60'

163'6" N 42° 47' W

65.00' N 42° 47' W

185' EXISTING MACCORMACK DRIVE

LOADING SPACES

S 87° 11' W

124.74'

PARCEL "A" REVISED FOR
ZONING SEPT 11, 1971 EXIST DE 5.5 TO
B-R

N 87° 11' E

124.74'

EXISTING

RETAIL

USE 5

SERVICE

70' X 80' = 5600 SF

GARAGE

1746 EAST JOPPA RD.

30' X 80' = 2400 SF

Note: See CASE OF 16

EXHIBIT B

CONFIRMATORY AGREEMENT.

This Confirmatory Agreement is made this 17th day of June 2005 by and between 1746 East Joppa Road Associates, LLC, a Maryland Limited Liability Company (hereinafter called "Landlord") and Hossein Najafali, doing business as Caspian Motors (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, the above-named parties entered into a Lease dated June 1, 2002, either directly or by assignment of the previous Landlord and/or Tenant, hereinafter called the "Lease" for the 7,200 square foot premises known as 1746 East Joppa Road Towson, Maryland 21234, more particularly described therein; and

WHEREAS, the above-named parties desire to confirm in writing the commencement and expiration dates of the initial term of the Lease, and the specifics of the renewal term(s), if any, and that all terms and conditions of the Lease shall remain in full force and effect, except as specified herein.

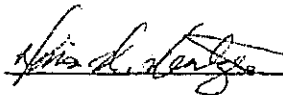
NOW, THEREFORE, in consideration of the mutual promises contained in the referenced Lease, the parties confirm that the initial term of the Lease commenced June 1, 2002 and terminated on May 31, 2005 and that the 1st and only Renewal Term Option is now in effect, which commences June 1, 2005 and expires on May 31, 2008. The base rental amounts schedule and calculations shall remain as stated and outlined in the original Lease, and to reiterate, is as follows:

Current Term is the 1st (and only) Renewal Term Option:

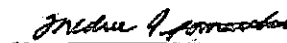
Year 1 - 6/1/05 - 5/31/06	\$42,799.69	\$3,566.64 per month
Year 2 - 6/1/06 - 5/31/07	\$44,083.68	\$3,673.64 per month
Year 3 - 6/1/07 - 5/31/08	\$45,406.19	\$3,783.85 per month

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed in their names and their seals to be hereunder affixed and attested by their officers thereunto duly authorized the day and year first above written.

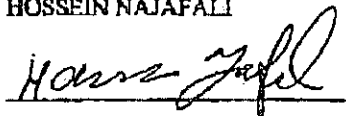
WITNESS:



LANDLORD:
1746 E AST JOPPA ROAD ASSOCIATES, LLC


Fredric A. Tomarchio, Member

TENANT:
HOSSEIN NAJAFALI

 6/23/05

LEASE AGREEMENT:

This Agreement is entered into as of this 29th day of September 2011 by and between 1746 East Joppa Road Assoc, LLC, a Maryland limited liability company (hereinafter called "Landlord") and Farzad Gholamrezae, dba A & F Towing and Auto Repair (hereinafter called "Tenant").

WITNESSETH:

That for and in consideration of the rents herein reserved and to be paid by Tenant to Landlord and of the covenants and agreements herein set forth to be kept, performed and observed by Tenant, the Landlord does hereby rent, demise and lease to the Tenant and the Tenant does hereby take, lease and hire from the Landlord, upon the terms and conditions hereinafter set forth, the premises known as 1746 (rear) East Joppa Road, Baltimore, MD 21234 of approximately 7,200 square feet, as shown and described on the plan attached hereto as Exhibit A (the "Premises"). Said approximate square feet shall be net leasable square feet.

1. Term

The Term of this Lease shall be five (5) years and six (6) months commencing November 1, 2011 and terminating April 30, 2017, both dates inclusive (the "Term").

2. Option to Renew

Provided Lessee is not in default of the Lease, Lessor will grant Lessee an option to renew this Lease for one (1) successive term(s) of five (5) years each, pursuant to Section 3.A.ii. Tenant must notify Landlord of its intent to exercise renewal option at least six months (180 days) prior to the expiration of the then-current Term.

3. Rent

(A) Base Rent

(i) Tenant, in consideration of this Lease, agrees to pay to Landlord, Base Rent during the Term hereof, to be received on or before the first day of each month in accordance with the following schedule:

1st 6 mos	11/01/11	to	04/30/12	\$0.00	\$0.00	per month	for 6 months
LY1	05/01/12	to	04/30/13	\$30,000.00	\$2,500.00	per month	for 12 months
LY2	05/01/13	to	04/30/14	\$31,800.00	\$2,650.00	per month	for 12 months
LY3	05/01/14	to	04/30/15	\$33,600.00	\$2,800.00	per month	for 12 months
LY4	05/01/15	to	04/30/16	\$35,400.00	\$2,950.00	per month	for 12 months
LY5	05/01/16	to	04/30/17	\$37,200.00	\$3,100.00	per month	for 12 months

(ii) Should Tenant exercise its Option to Renew, for each Lease Year, the rental amount shall be increased by three percent (3%) per year from the previous year.

(iii) In the event that Tenant pays Landlord any installments of Base Rent or Percentage Rent after the due date, or any Additional Rent (as hereinafter defined) later than the (5th) day of any given month, then and in such event, Tenant shall pay to Landlord, together with and in addition to said installment of Base Rent or Additional Rent, a late charge of five percent (5%) of installment past due. Any installments of Base Rent or Additional Rent not made within ten (10) days from the date due shall, in addition to the foregoing late charges, bear interest from the date due at the rate of eighteen percent (18%) per annum (the "Default Rate"). If Landlord, during the Term of this Lease, receives two (2) or more checks from Tenant which are returned for insufficient funds, Landlord may impose the following:

(iv) Landlord, in addition to applicable late charges and reimbursement for any additional cost incurred by reason of any returned check, may require, at Landlord's election, that any future payment shall be either bank certified, cashier's or treasurer's check. None of the foregoing late charges shall be construed to limit or otherwise waive any other remedies available to Landlord for Tenant's default under this Lease. Anything contained herein to the contrary notwithstanding, the late charges provided hereunder shall be abated for one violation each Lease Year, provided Tenant cures such late payment within five (5) days after written notice that the same is past due.

(v) Landlord always reserves the right to apply rental payments received to Additional Rent, any outstanding or past due amounts, and any late charges on the account before applying to Base Rent.

(B) Double Net Lease

This lease is what is commonly called a "double net lease", it being understood that Landlord shall receive the rent free and clear of any and all liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the Base Rent, Tenant shall pay when same is due all insurance premiums, utility charges (including but

not limited to gas, fuel, electric, water, sewer, trash removal and telephone charges), operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses which arise or may be contemplated under any provisions of the Lease during the Term hereof. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Tenant unless otherwise expressly permitted under the terms of this Lease and that Tenant shall in no event be entitled to any abatement of or reduction in Rent payable hereunder, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties. If Tenant defaults in the making of any payment to any third party or in the doing of any act required to be made or done by Tenant, then Landlord may, but shall not be required to make such payment or do such act, and the amount of the expense thereof, if made or done by Landlord, within interest thereon at the Default Rate accruing from the date paid by Landlord, together with an additional charge of twenty percent (20%) of the amount so paid to cover Landlord's administrative costs, shall be paid by Tenant to Landlord and shall constitute Additional Rent hereunder due and payable by Tenant upon receipt by Tenant of a written statement of costs from Landlord. The making of such payment or the doing of such act by Landlord shall not operate to cure Tenant's default, nor shall it prevent Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

(C) Real Estate Property Tax

Landlord shall pay all real estate property taxes and assessments, general and special, if any, levied and assessed on the Premises, not to include any assessments to any improvements or alterations thereto and any personal property located therein.

Tenant shall be solely responsible, at Tenant's sole cost and expense, all business licenses and/or franchise taxes imposed upon Tenant, and any taxes, assessments or other levies which may at any time be imposed against Tenant or Tenant's business by any federal, state, county, municipal, quasi governmental or corporate entity in respect of public transportation or works or other governmental authority any assessments for public improvements or benefits and including also any tax, assessment or other charges in the nature of a sales, excise, use or other tax on Tenant's business.

Tenant shall pay, prior to the date due, to the appropriate taxing authority, any and all sales, excise and other taxes levied, imposed or assessed with respect to the operation of Tenant's business and with respect to its inventory, furniture, fixtures, equipment and all leasehold improvements installed by Tenant, any prior tenant or by Landlord on behalf of Tenant.

(D) Rental Payments

Tenant shall tender all payments due hereunder by good check to: 1746 East Joppa Road Assoc, LLC
P.O.Box 55
Glenelg, MD 21737

or to such other party or such other address as Landlord may designate from time to time by written notice to Tenant. If Landlord shall at any time or times accept said Base Rent or Additional Rent after it shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute a waiver of any or all of Landlord's rights hereunder.

4. Security Deposit

Simultaneously with Tenant's execution of this Lease, Tenant shall deposit with Landlord an amount equal to Two Thousand Five Hundred and 00/Dollars (\$2,500.00) for the faithful performance of Tenant's obligations hereunder. Tenant hereby agrees that this Security Deposit will not be applied to rent due under this lease or to the last month's rent, unless mutually agreed to by both parties, and that the conditions under which Landlord will hold (and be obligated subsequently to return) the security deposit are as follows:

- a. Full term of Lease has expired.
- b. Tenant has given Landlord at least Six (6) months written notice that it will vacate the Premises.
- c. Tenant does vacate the Premises at the termination of Lease and returns keys thereto.
- d. Premises, inside and out, are left in "broom clean" condition and undamaged (except ordinary wear and tear).
- e. There are no unpaid late charges, delinquent rent, court costs or attorney's fees or other monies owed by Tenant to Landlord.

If Tenant has complied with each of the above requirements, Landlord agrees that said security deposit will be returned without payment of interest thereon. If Tenant violates any of the above requirements, Landlord may apply a part of, or all of, the security deposit to cover the cost or expense incurred or deficiency existing in any monies due to the Landlord for failure to comply with the provisions of this lease and the matter as set forth in paragraph C.1 through C.5 and the Landlord shall also have the right to proceed with any other legal or equitable remedies available to it.

5. Insurance and Indemnity

The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operations of the business to be conducted within the Premises. The Landlord shall not be liable for any accident or injury to any person or persons or property in or about the Premises which are caused by any reason whatsoever, including, but not limited to the conduct and operations of said business, or by virtue of equipment or property owned or permitted in the Premises by the Tenant except when caused by Landlord's gross negligence and then, only to the extent not covered under Tenant's insurance. The Tenant agrees to indemnify and hold the Landlord, its agents, employees and lenders having liens against the Premises ("Indemnities") from and against all liability, claims, suits, causes of action, demands, judgments, cost, interest and expenses (including also actual counsel fees and disbursements incurred in the defense thereof) to which any Indemnities may be subject or suffered, whatsoever by reason of any claim for, injury to, or death of, any person or persons or damage to or loss of property (including also any loss of use thereof) or otherwise, and arising from or in connection with the use by Tenant of, or from any work or anything whatsoever done by Tenant or any of its officers, directors, agents, contractors, employees, licensees or while within the Premises, invitees in any part of the Premises, during the Term of this Lease, or arising from any condition of the Premises due to or resulting from any default by Tenant in keeping observance or performance of any covenant or agreement contained in this Lease or from any fault or neglect of Tenant or any of its officers, directors, agents, contractors, employees, licensees or while within the Premises, invitees.

(ii) In order to assure the Indemnity referred to hereinabove, Tenant shall carry and keep in full force and effect at all times during the Term of this Lease, for the protection of Landlord and Tenant and naming both Landlord, Tenant and any Indemnities of Landlord as may exist from time to time or other parties as landlord may designate from time to time as parties insured, public liability insurance with limits for bodily injury or death of a least ONE MILLION DOLLARS (\$1,000,000.00) for any one person or occurrence and at least THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate for any accident or number of persons, and on hundred percent (100%) actual replacement cost and extended coverage insurance for all risks, fire, casualty and Property damage covering the Premises, including, but not limited to the heating, air conditioning, water heater, water pump, plumbing (including sprinkler), electrical and mechanical systems serving the Premises and leasehold improvements (including those made by any prior tenant), lifts and auto/truck bays and Alterations, such policies to carry special endorsements covering against damage or loss by earthquake and against damage by water covered by so call flood insurance. All such policies shall, at Landlord's election, name party as Landlord may designate as loss payee. In addition Tenant shall maintain rental interruption insurance sufficient to cover Rent payable under this Lease for no less than a one year period from and after the date of casualty throughout the Term naming Landlord or upon prior written notice, such other parties as Landlord may designate, as sole loss payee. In no event shall minimum amounts of coverage called for herein be less that the amount required by lenders having liens on the Premises. Copies of all such policies and/or certificates of insurance shall be furnished to Landlord upon request without undo delay.

(iii) Tenant shall obtain or cause to be obtained prior to commencement of any permitted alterations or other work, and keep in force during performance of the work, public liability and workmen compensation insurance to cover all contracts to be employed and covering Tenant, if Tenant elects to do any work itself The covering limits, form, and content of such policies shall be commercially reasonable and customary as reasonably determined by Landlord, but no event in amounts less than that required under applicable law. Tenant shall also, upon Landlord's request, carry contract insurance or cause its contracts to post performance bonds. Before commencement of any works on the Premises, Tenant shall deliver certificates to Landlord showing such insurance and/or performance bonds to be in effect.

(IV) Tenant shall carry statutory workman compensation insurance covering its employees in, on, and about the Premises. Copy of such policy and/or certificate of insurance shall be furnished to Landlord upon request without undo delay.

(v) An insurance policy is required to be obtained by Tenant hereunder and shall be issued by recognized and responsible insurance companies, having a "Best Insurance" rating of not less than A and a credit rating not less than XV and be qualified to do business in Maryland, and shall provide that such policies shall not be cancelled without thirty (30) days prior written notice to Landlord. Landlord shall be named as an additional insured and whenever designated by Landlord, as sole loss payee on all such policies, with the exception of the statutory workmen compensation coverage referred to herein and other casualty insurance carried by Tenant covering trade fixtures, equipment and inventory paid for and brought upon the premises by Tenant. Tenant shall deliver to Landlord at least once each Lease year, but so often as Landlord may request from time to time, a copy of all such insurance policies or a certificate thereof showing the same to be in full force and effect.

(vi) In the event Tenant shall fail to keep in force and maintain any such policy of insurance, Landlord shall have the right, at its option, and at the sole cost of Tenant, in addition to all other rights and remedies in the event of default, to purchase such policy or policies of insurance and to pay the premiums thereon. In such, event Tenant shall pay Landlord as Additional Rent an amount equal to Landlord's cost of such insurance plus twenty percent (20%) to cover Landlord's administrative costs in procuring and administering such insurance, upon receipt of a written demand therefore.

(vii) Anything in this Lease to the contrary notwithstanding, the Tenant does hereby release the Landlord from any and all liability for any loss or damage to its property or Premises caused by fire or any of the other casualties covered by the risks included in insurance policies required to be carried by Tenant, including but not limited to Tenant's general liability, extended coverage all risk, property damage, flood, earthquake and casualty insurance. This release is given notwithstanding that such liability casualty

or loss shall have resulted from the negligence of Landlord or Tenant or their respective agents, employees, licenses, contractors or invites. Tenant agrees to cause it insurance policies covering the Premises and contents thereof to contain an appropriate endorsement whereby the insurer agrees that the insurance policy and coverage will not be invalidated by reason of the foregoing waiver of the right of recovery against the Landlord for loss occurring to the properties covered by such policy, and whereby such insurer also waives any right of subrogation against the Landlord and Tenant will, upon request, deliver to Landlord a certificate evidencing such waiver of subrogation by the insurer.

(viii) Anything in this Section 3 to the contrary notwithstanding, Landlord shall have the option, either alternatively or in combination with Tenant, to carry such casualty and property insurance covering the Premises, leasehold improvements, Alterations, and systems serving the Premises, including but not limited to the heating, air conditioning, water heater, water pump, plumbing (including sprinkler), electrical, and mechanical systems, Landlord may determine to be reasonable or necessary to protect its interests, and bill the cost of any insurance carried directly by Landlord to Tenant. Any premiums so billed by Landlord to Tenant shall be Additional Rent and payable within five (5) days of written demand.

6. Possession of Premises, Tenant's Work

Landlord delivers, and Tenant accepts the Premises "as is". Tenant further acknowledges that it has fully inspected the Premises prior to the execution of this Lease and does hereby assume all of the risks, including but not limited to patent or latent defects as well as responsibility for all existing environmental conditions. Tenant further understands and agrees that Landlord shall be under no liability nor have any obligation to do any preoccupancy work or make any repairs in or to the Premises, except as otherwise expressly provided herein, any work which may be necessary to adapt the Premises for Tenant's occupancy or for the operation of Tenant's business therein (including any Alterations that may be necessary now or hereafter to effectuate compliance with any applicable laws), the sole responsibility therefore being that of Tenant and shall be performed by Tenant at its sole cost and expense. Tenant agrees that the property will be returned at the end of the Lease term in substantially the same as or better than condition as at the beginning of the initial lease term.

7. Tenant's Covenants

Tenant hereby covenants as follows:

(A) Not to use Premises for any disorderly or unlawful purpose, nor for any purpose not expressly permitted pursuant to this Lease.

(B) To keep regular and reasonable daytime business hours for the entire Term of the Lease or any Renewal Term(s) thereof.

(C) To keep the Premises and approaches thereto, including parking areas, clean and free from trash and rubbish, to remove snow and ice from the adjacent sidewalks and any parking areas and loading areas which are a portion of the Premises, and to keep any show windows and signs neat, clean and in good order; and not to store any material or trash of any nature whatsoever on the exterior of the Premises, unless same is contained in covered dumpsters and not to store or dispose of any materials, except in accordance with all applicable laws. Tenant shall contract and arrange for, at Tenant's expense, trash and materials removal at such intervals as are necessary to satisfy the requirements of this paragraph and applicable laws.

(D) Not to operate any machinery in the Premises that may cause excessive vibration or damage to the Premises, nor create any nuisance.

(E) To inspect all portions of the Premises, both interior and exterior and all machinery and equipment therein, so it may promptly detect the need for repairs to any thereof, to make such repairs as it is herein obligate to make.

(F) Not to place any loads or machinery or safes in the Premises in excess of the existing floor loads or utilize any equipment that would overload the Premises existing systems.

(G) To abide by the "Rules and Regulations" of the Shopping Center as outlined in Exhibit B, attached hereto.

8. Use of Premises

(A) Tenant hereby covenants and agrees the Premises shall not be used for any purpose other than for the following purposes (retail and limited office space) as allowed by federal, state and local law: towing and general auto repair facility.

(B) Tenant, at its own expense, shall comply with and carry out promptly, all orders, requirements or conditions imposed by the ordinances, laws and regulations of the United States, Maryland and of all other governmental authorities having jurisdiction over the Premises or Tenant, which are occasioned by or required in the conduct of Tenant's business in the Premises, including but not limited to all environmental laws and regulations now or hereafter promulgated relative thereto. Tenant shall further comply with the Americans with Disabilities Act of 1990 (ADA) and any amendment to ADA, as well as applicable state and local laws, regulations and ordinances regarding access to, employment of, and service to individuals covered by the ADA. The compliance with ADA will include, but not be limited to, the design, construction, and Alterations of the Premises. Tenant will indemnify Landlord and save it harmless from all penalties, claims, and demands, resulting from any noncompliance. Tenant shall be

responsible for obtaining and shall promptly obtain at its sole cost and expense all licenses, permits, certificates of occupancy, variances, special exceptions or any other permission necessary for its use, occupancy, repairs and subject to Section 8, signs, and subject to Section 9, Alterations of the Premises by Tenant as contemplated herein.

(C) Tenant shall not suffer or permit the Premises or any portion thereof to be used by the public without restriction or in such a manner as might reasonably tend to impair Landlord's title to the Premises, or any portion thereof, or in such manner as might reasonably make possible a claim of adverse usage or adverse possession by the public, as such or of implied dedication of the Premises or any portion thereof Tenant hereby expressly recognizes that in no event shall it be deemed the agent of Landlord, and no contractor of Tenant shall by virtue of its contract be entitled to assert any lien against the Premises or Landlord's interest therein.

(D) Parking: Tenant shall at no time allow the parking or unloading of vehicles in front of the Demised Premises which will block the flow of traffic along the common driveway which services other adjoining premises, whether or not owned by the Landlord. In the event that a vehicle owned by the Tenant, a supplier of the Tenant or an independent freight carrier company, in fact, blocks the common driveway, Tenant does hereby irrevocably authorize Landlord to cause said vehicles or other obstruction to be removed at Tenant's expense, and in addition, Tenant does hereby agree to indemnify and hold Landlord harmless from any claim made by any party in connection with such removal.

Any vehicle on the parking lot that is unlicensed or in a state of disrepair will be towed at vehicle owner's expense. The parking lot shall only be utilized for business parking related to tenants' occupancy.

This agreement constitutes the assignment of specific parking spaces. Tenant agrees to use or allow to be used by its employees, patrons, invitees, suppliers, or any party in any way connected with Tenant the 13 parking spaces directly in front of the Demised Premises only and no other parking spaces. If other Tenants in the Project are consistently parking in front of Tenant's premises, then Landlord shall diligently work to rectify this parking problem. Landlord therefore reserves the right but is not under any obligation to assign and materially label parking spaces in Landlord's sole discretion as it may see fit.

(E) Trash Storage: Tenant hereby covenants to contain all trash and debris generated in conjunction with its use of the premises in containers approved by Landlord and in locations approved by Landlord with such screening as may be required by Landlord so as not to constitute a safety or fire hazard and to contract for its removal on a no less than weekly basis. Should Tenant violate this covenant, Landlord may take such corrective action as it shall deem necessary for the storage and removal of such trash and debris and Tenant shall pay the costs and expenses of such corrective action as additional rent immediately upon demand therefor in accordance with the provisions of this lease.

9. Repairs and Maintenance

(A) Landlord shall, subject to the need therefore not being caused in whole or part by the negligent or willful acts or omission of Tenant, its agents, employees, contractors or assigns, and subject to the aggregate cost thereof over the term not exceeding two (2) months of the then current Rent, maintain the exterior, structural walls, and foundations of the building except for alterations and improvements made by Tenant affecting the foregoing, which shall be Tenant's responsibility to maintain and repair. Tenant shall throughout the Term, at no cost or expense to Landlord, make all other necessary repairs to the interior and exterior of the Premises, including, without limitation, the roof, doors, windows, the plumbing, the parking lot, mechanical and electrical systems serving the Premises. Tenant shall, in addition, at no cost or expense to Landlord, maintain the Premises, and all fixtures, equipment, Alterations and improvements installed or made by Tenant, by Landlord or any prior tenants contained therein, including, but not limited to, heating, air conditioning, water heater, water pump, plumbing (including sprinkler system), electrical and mechanical systems, in at least as good repair order and condition as the same are in on the Lease Commencement Date or date installed by Tenant, reasonable wear and tear and loss by fire or other casualty (to the extent this Lease is terminated pursuant to Section 21 and insurance proceeds sufficient to replace the same are paid to Landlord or its designee or unless Landlord elects, pursuant to Section 21, to restore the Premises), and promptly at no cost or expense to Landlord, shall make or cause to be made, all necessary repairs, interior and exterior, structural and non structural, foreseen as well as unforeseen.

(B) All personal property of the Tenant in the Premises shall be there at the sole risk of the Tenant. Landlord shall not be liable for any accident or damage to the property of Tenant resulting from any reason whatsoever. Tenant hereby expressly releases Landlord from liability incurred or claimed by reason of damage therefrom.

10. Signs and Personal Property

Tenant agrees that no sign, awning, advertisement or notice shall be inscribed, affixed or displayed on any part of the Premises, except if first approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. Such signage shall further be subject to all requirements and regulations of applicable governmental authorities having jurisdiction over the installation, placement, and appearance of signs. Existing signs are deemed approved.

11. Alterations

(A) Tenant shall not make alterations, installations, changes, replacements, additions or improvements in or to the Premises or any part thereof ("Alterations"), or delay its consent with respect to same, provided such work shall be non structural and provided further that such work shall not affect any of the mechanical, electrical or other systems servicing the building, and provided

further, that Landlord shall have received plans and specifications in a form and detail satisfactory to Landlord of any such proposed Alterations, installations, changes, replacements, additions or improvements. Tenant agrees to provide Landlord with the name of any proposed contractors of Tenant, certificates of liability insurance maintained by such contractors in amounts acceptable to Landlord, and copies of all plans for such improvements at the time request for Landlord's approval is made by Tenant. Tenant shall provide Landlord with a copy of all requisite permits prior to commencement of any such work as its sole expense. All of Tenant's aforesaid Alterations shall be performed in a good and workman like manner and in compliance with all applicable laws, codes, rules, and ordinances. Landlord may at its option and discretion require Tenant at Tenant's expense, to repair any damage to the Premises caused by either the removal or installation of aforesaid Alterations, or the removal or installation of any of Tenant's equipment or fixtures that are removable, and Tenant will promptly comply with such directions. In addition to all legal, equitable and other rights and remedies available to Landlord, it is agreed that if Tenant, after receipt of written notice and failure to cure same within ten (10) days, does not comply with its obligations under this Section the Landlord shall have the right (but not the obligation) to perform or cause to be performed Tenant's obligations, duties and covenants under this Section or any other provisions of this Lease, in which event Tenant shall reimburse to Landlord upon written demand all costs incurred by Landlord as a result thereof, plus fifteen percent (15%) to cover Landlord's administrative costs.

(B) Tenant shall have no authority to incur any debt or to make any charge against Landlord, or to create any lien upon the Premises for any work or materials furnished for the same, and if any such lien should be filed against the Premises on account of work done to or labor or materials furnished on the Premises at Tenant's request (whether or not Tenant obtained Landlord's approval), Tenant shall have a period of thirty (30) days or such shorter period as required by law or Landlord's lenders having liens against the Premises from the date notice of such lien is brought to attention to pay off said lien and have the same discharged of record, or if Tenant disputes such lien or the amount thereof, to post with the court having appropriate jurisdiction adequate bond required to release said lien of record. If Tenant shall fail to cause such lien to be so discharged or bonded within the time prescribed above, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due the amount so paid by Landlord, plus fifteen percent (15%) to cover Landlord's administrative costs, plus Landlord's actual attorney's fees in either defending or procuring discharge of such lien, together with interest thereon at the Default Rate shall be due and payable by Tenant to Landlord as additional Rent, upon demand.

(C) All existing leasehold improvements, alterations and other additions or installations made to or within the Premises shall be Landlord's property upon installation and shall not be removed from the Premises. Notwithstanding the foregoing, upon the expiration or earlier termination of the Lease, Tenant shall at Tenant's expense, remove any of the foregoing items (except Alterations made with Landlord's consent, where at the time of consent Landlord does not specify that the same will need to be removed upon expiration or earlier termination of the Lease) from the Premises if Landlord gives Tenant written notices to do so. Tenant shall promptly repair or, at Landlord's election reimburse Landlord for the cost of repairing all damage done to the Premises by such removal.

12. Assignment and Subletting

Tenant acknowledges that Landlord has entered into this Lease based on the financial creditworthiness and business reputation of Tenant and that such was a material inducement to Landlord's entering into Lease. Accordingly, Tenant shall not, either directly, or indirectly, or by operation of law or by merger, reorganization or otherwise:

(a) assign, mortgage, pledge, encumber or otherwise transfer this Lease, the Term and estate hereby granted or any interest hereunder; or

(b) permit the Premises or any part to be utilized by anyone other than Tenant; or

(c) sublet or hypothecate (all of which be hereafter referred to as a "Transfer") the Premises or any part thereof without obtaining in each instance, Landlord's written consent, which may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. The transfer of any ownership interest in Tenant so as result in a change of control by way of merger, sale, reorganization, transfer of stock (except with respect to transfer of stock which is listed on a "National Securities Exchange" as defined in the Securities Exchange Act of 1934), sale of assets, appointment of a receiver or take-over by governmental authorities or otherwise shall be deemed a prohibited Transfer requiring Landlord's consent. Transfer of Tenant's right to occupy or use all or any portion of the Premises made without Landlord's consent shall be null and void and confer no rights upon any third person. The consent by Landlord to any Transfer of Tenant's rights hereunder shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord or Rent due hereunder from any party other than Tenant shall not be deemed to be a consent to any such Transfer, nor relieve Tenant of its obligation to pay Rent for the full Term of this Lease, Tenant shall have no claim and hereby waives the right to make claim against Landlord to damages by reason of refusal, withholding or delaying by Landlord of consent to a requested Transfer. Tenant agrees at the time of requesting Landlord's consent to pay to Landlord an amount equal to Two Thousand and 00/100 Dollars (\$2,000.00) to cover Landlord's attorney fees and administrative expense for the review, processing or preparation of any document in connection with a permitted Transfer, such payment to be made in consideration of Landlord's review and independent of and regardless as to whether or not Landlord's consent is granted. In the event that this Lease Agreement is assigned or sublet by reason of sale or transfer of Tenant's business or any other reason, the base rental shall be the greater of fair market value or current rent, whichever is greater.

13. Examination of Premises

After reasonable advance notice, except in cases of an emergency, Tenant shall allow Landlord and its agents reasonable access to the Premises during all reasonable hours for the purpose of examining the same to ascertain and determine if the Premises are in good repair and condition and for making repairs required of Landlord hereunder. Landlord's access shall in no event constitute an eviction in whole or in part of Tenant and in no event shall such access give rise to any claim of disrupted use, breach of quiet enjoyment nor shall such access in any way affect or alter Tenant's obligation to pay Rent as and when provided herein. Landlord may exhibit the Premises to prospective purchasers at anytime during the Term hereof and to prospective tenants during the last twelve (12) months of the Term. Landlord, during the last twelve (12) months of the Term, or any time Tenant shall be in default of its obligations hereunder, shall have the right to post For Rent signs on the Premises.

14. Estoppel Certificates

Landlord and Tenant agree at any time and from time to time, upon not less than ten (10) days prior written notice by the other, to execute, acknowledge and deliver to the other party a statement in writing certifying:

(i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification),

(ii) The date to which the Rent hereunder has been paid by Tenant,

(iii) Whether or not to the knowledge of the party giving such estoppel, Landlord or Tenant are in default in the performance of any covenant, agreement or condition contained in Lease, and, if so, specifying each such default of which such party may have knowledge, and

(iv) The address to which notices to such party should be sent, and

(v) Such other matters as Landlord may require. Any such statement delivered pursuant hereto may be replied upon by Landlord, Tenant any other prospective tenant or purchaser, any owner of the Premises, any mortgagee or prospective mortgagee of the Premises or of Landlord's interest therein, or any prospective assignee of any such interest.

15. Subordination and Attornment

Tenant agrees that this Lease shall be subject and subordinate to the lien or liens of any mortgages, deed or deeds of trust, or other security interests (collectively the "Interest") that may now or may hereafter be placed against the Premises and that this clause shall be self operating. Notwithstanding the fact that this clause is self-operating, if Landlord requests, Tenant shall execute any instruments, releases or other documents that may be required for the purpose of confirming that this Lease, and Tenant's interest is subject and subordinate to the lien of any Interest, whether original or substituted. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed of trust, to return to the purchaser upon any such foreclosure sale and to recognize such foreclosure sale and to recognize such purchaser as the Landlord under this Lease and that upon failure to do so within ten (10) days of demand, Landlord shall be deemed and designated by Tenant as its Attorney-In-Fact, such to be coupled with an interest, with full authority to execute any instruments required of Tenant under this Lease. Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceedings is brought.

16. Insolvency or Bankruptcy of Tenant

If at any time prior to the Commencement Date of this Lease, or any time during the term hereby demised, there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenants property, and if within thirty (30) days hereof Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into a plan under the Bankruptcy Code (as defined below), this Lease, at the option of Landlord, may be cancelled and terminated by notice of cancellation to Tenant effective three (3) days thereafter, in which event neither Tenant nor Guarantor nor any person claiming through or under Tenant or Guarantor by virtue of any statute or of an order of any court shall be entitled to possession, or to remain in possession of the Premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this Lease contained or by virtue of any statute or rule of law may retain as liquidate damages any Rent, security, deposit or monies received by Landlord from Tenant or others in behalf of Tenant. If Tenant becomes a debtor within the meaning of the Bankruptcy Reform act of 1978, as the same may from time to time be amended ("Bankruptcy Code") and notwithstanding any other provisions of this Lease, this Lease and Landlord's and Tenant's rights are then made subject to such Bankruptcy Code, it is covenanted and agreed that the failure of Tenant or its representative appointed in accordance with said Bankruptcy Code to furnish accurate information and adequate assurances as to the source of Rent and other consideration due under this Lease, or conduct or have conducted at the Premises Tenant's business as provided in Section 6 hereof, shall in any case each be deemed a default under this Section 20, and Landlord shall have all rights and remedies herein afforded to it in the event of any default by Tenant under this Lease. Tenant's interest in this Lease shall not pass to any

trustee or receiver or assignee for the benefit of creditors or operation of law except as may be specially provided by the Bankruptcy Code.

17. Default

(A) In the event that:

(i) Tenant shall fail to pay when due any payment of the Rent payable by Tenant hereunder and such failure shall continue for a period of five (5) days following receipt by Tenant of written notice thereof (such notice only being required once in any twelve month period) or

(ii) Tenant shall violate any other term, covenant or condition of this Lease or neglect or fail to perform or to observe any of the other terms, conditions or covenants herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within fifteen (15) days of written notice thereof from Landlord, provided however, that if cure is not reasonably possible within the aforesaid fifteen (15) day period, then, in such event, Tenant shall be afforded an additional reasonable time within to effectuate cure or

(iii) In the event that this Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, or taken over by governmental authority or otherwise breach Section 13 above; or

(iv) If Tenant shall abandon, vacate or desert the Premises, or fail to operate the Premises from the purposes provided in Section 7 thereof, or

(v) Tenant shall, except as expressly otherwise permitted herein, Transfer its interest in this Lease, then in any one or more of such events, Tenant shall be in default of the Lease and Landlord shall have the right, as its option, in addition to any other rights and remedies set forth in this Lease or provided at law or in equity either:

(1.) To terminate this Lease and if the event of default is not so cured, Tenant's right to possession of the Premises shall cease and the Lease shall thereupon be terminated; or

(2.) With or without notice to re-enter and take possession of the Premises without terminating the Lease, or any part thereof, and repossess the same as Landlord's former estate and expel the Tenant and those claiming through or under Tenant, and remove the effects of both or higher, (forcibly, if necessary), and the Landlord shall have the right, without further notice or demand, to take the action and do the things aforesaid without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of contract, it being expressly understood that if the Landlord elects to re-enter, Landlord may terminate this Lease, or from time to time, without terminating the Lease, may relet the Premises, or any part thereof, for such terms and rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make such Alterations and repairs and grant such rental concessions to prospective tenants of the Premises at Tenant's expense, as Landlord in its sole business judgment believes reasonably necessary in connection with securing another tenant. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination hereof be decreed by court of competent jurisdiction. In no event shall Landlord be obligated to relet the Premises or mitigate damages, it being understood that the failure to relet or mitigate shall in no event reduce Landlord's entitlement to Base Rent, Percentage Rent, Additional Rent, and other sums payable under this Lease throughout the Term.

(3.) In no event shall Landlord be obligated to provide notice of default more often than once in a twelve (12) month period, it being understood that Landlord may exercise its rights under this Lease in the event of default without notice if a notice of default has previously been given during the immediately preceding twelve (12) month period; or

(4.) In the event of any such termination, Tenant shall nevertheless pay the Rent and all other sums as herein provided up to the time of such termination, and thereafter, Tenant, until the end of what would have been the term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for and shall pay to Landlord, as liquidated current damages, an amount equal to:

(i) The Rent and all sums as hereinbefore provided which would otherwise be payable hereunder if such termination had not occurred, less the net proceeds, if any, of reletting of the Premises after deducting all of the Landlord's expenses in connection in with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses including actual attorney's fees, expenses of employees, alteration and remodeling costs, and expenses of preparation for such reletting; or

(ii) The present value of the Rent and all other sums as herein before provided which would otherwise be payable hereunder if such termination had not occurred, at an interest rate equal to eighteen percent (18%) per annum as of the date of default, Tenant shall pay such liquidated current damages on the days on which the Base Rent would have been payable hereunder if this Lease had not been terminate or at Landlord's election, shall pay such amount to Landlord by lump sum, upon demand. If this Lease

shall be terminated as aforesaid, Landlord may but shall not be obligated to relet the Premises or any part thereof, for the account and benefit of Tenant, for such terms and to such person or persons and for such period or periods as Landlord may determine and any such sums received shall be applied first against all of the Landlord's expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses including actual attorney's fees, expenses of employees, alteration and remodeling costs, and expenses of preparation for such reletting, and then against damages occasioned by Tenant's default. The acceptance of a tenant by Landlord in place of Tenant shall not operate as a release of Tenant from the performance of any covenant, promise, or agreement herein contained, and the performance of any substitute tenant by the payment of Rent, or otherwise, shall not constitute satisfaction of the obligations of Tenant arising hereunder. Any damages or deficiencies, at the option of Landlord, may be recovered by Landlord in separate actions, from time to time, as Tenant's obligations for payment would have accrued if the Term had continued, or from time to time as said damages or deficiencies shall have been made more easily ascertainable by reletting of the Premises, or any such action by Landlord may, at the option of Landlord, be deferred until the expiration of the Term or may be accelerated and immediately due and payable.

(B) Tenant hereby expressly waives any provision of law now in force or which hereafter may be enacted giving Tenant the right under any condition after default to the redemption and repossession of the Premises or any part thereof

(C) Unless otherwise agreed to by the parties in writing, no payment by Tenant or receipt by Landlord of a lesser amount than the installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy.

(D) In addition to and not in limitation of the other remedies provided in this Lease, the Landlord shall be entitled to the restraint by injunction of any violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions or agreements of this Lease.

(E) If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provision of this Lease, and if in connection with the enforcement of its rights or remedies, Landlord shall incur fees and expenses for services rendered (including without limitation, reasonable attorney's fees), then such fees and expenses shall be immediately reimbursed by Tenant to Landlord on demand. In the event Landlord shall file any legal action for the collection of Rent or any eviction proceeding, whether summary or otherwise, for the non payment of Rent, and Tenant shall make payment of such Rent due payable prior to the rendering of any judgment, then Landlord shall be entitled to collect, and Tenant shall be obligated to pay, in addition to all Rent due (including the late charges provided for above), all court filing fees and actual legal fees of Landlord.

(F) The remedies of Landlord provided for in this Lease are cumulative and are not intended to be exclusive of other remedies to which Landlord may be lawfully entitled. The exercise by Landlord of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy, nor constitute an election of remedies.

18. Effect of Waiver

If, under the provisions of this Lease, summons or other notice shall, at any time, be served upon Tenant by Landlord and a compromise or settlement shall be effected either before or after judgment or decree, whereby Tenant shall be allowed or permitted to retain possession of the Premises, the same shall not constitute a waiver of any covenant or agreement herein contained, or of this Lease itself except to the set forth in such compromise or settlement. No waiver by Landlord or Tenant of any breach of agreement herein contained shall be construed to be a waiver of the covenant itself or of any subsequent breach thereof. No re-entry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of the Lease.

19. Eminent Domain

Tenant agrees that if the Building, or so much of the Premises so as impair Tenant's use of the Premises, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Tenant to damages therefore, if any, are hereby assigned by the Tenant to the Landlord. Upon any condemnation or taking, affecting the whole or any substantial part of the Premises as provided above, the Term of this Lease shall cease and terminate unless the parties otherwise agree in writing. The Tenant shall have no claim for the value of any unexpected Term of this Lease. If less than the whole of the Building or substantial part of the Premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose, and in the event neither Landlord nor Tenant shall desire to terminate this Lease, then and in such event the Base Rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. For purposes of this Section, a sustained part of the Building shall be considered to have been taken if twenty five percent (25%) or more is taken. A sustained portion of the Premises shall be deemed taken if more than twenty-five percent (25%) of the areas of available for parking are taken. Notwithstanding anything to the contrary contained herein. Tenant shall be entitled to pursue a separate claim for the value or Tenant's furnishings, equipment, movable trade fixtures which are not deemed pursuant to this Lease to be Landlord's property

and then only to the extent paid for by Tenant and provided such claim shall in no manner diminish the award or other compensation to which Landlord would otherwise be entitled.

20. Quiet-Enjoyment

Subject to the rights reserved to Landlord herein, Landlord covenants the if Tenant shall not be in default hereunder (after the expiration of any notice and cure period). Tenant shall at all times peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Lease, without any interruption from Landlord or any other person claiming through or under Landlord.

21. Notices

Until further notice by either party to the other, in writing, all notice or communications required or permitted hereunder shall be sent by registered or certified mail, return receipt requested,

(a) If to Landlord, addressed to:

1746 East Joppa Road Assoc, LLC
P.O.Box 55
Glenelg, MD 21737

(b) If to Tenant, addressed to:

A & F Towing
Attn: Farzad Gholamrezae
9022 Old Harford Road
Baltimore, MD 21234

22. Tenant Holdover

This Lease shall expire, without notice by either part to the other at midnight of the last day of the Term. If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant, at Landlord's election, shall become either a Tenant at sufferance, or Tenant from month to month, Landlord expressly reserving the right to terminate such tenancy and reenter and take possession of the Premises with or without notice or process. Tenant hereby promises and represents that it will promptly surrender the Premises, in accordance with the terms and conditions of this Lease, and hereby acknowledges that such promise is a material inducement to Landlord to enter into this Lease Agreement. Tenant further agrees to indemnify and hold Landlord harmless from and against any and all claims or liability, to any part whatsoever, occasioned from and by Tenant's holding over, including any actual attorney's fee or other costs associated therewith. In the event Tenant shall holdover subsequent to the expiration of the Term or any renewal term of this Lease, Landlord shall in lieu of Rent, be entitled to demand and receive from Tenant monthly use and occupancy payments for each month in which Tenant shall holdover subsequent to the expiration of the term of Lease, in an amount equal to twice the Base Rent during the last month of the term of this Lease, plus any and all Additional Rent or other charges due under this Lease. Each such use and occupancy payment shall be due on or before the first day of each calendar month in which Tenant shall holdover hereunder. In no event shall Landlord's demand or acceptance of such use and occupancy payments be considered to constitute an acquiescence by Landlord to the extension of the Term hereof, and Landlord shall be entitled to obtain immediate possession of the Premises irrespective of any such demand or acceptance. In the event Tenant shall pay monthly use and occupancy payments for any calendar month following expiration of the Term hereof such payment shall be prorated upon Tenant's surrender of full and exclusive possession of the Premises to the Landlord, free of any and all other parties claiming through or under the Tenant.

23. Damage by Casualty

(A) Tenant shall give prompt notice to Landlord in case of any fire or other damage or casualty to the Premises or the Building. If

(i) The Building shall be damaged to the extent that in Landlord's reasonable judgment, repairing such damage or destruction would not be economically feasible;

(ii) The Building shall be damaged as a result of a risk which is not covered or any portion thereof shall require that the insurance proceeds under the policies referred to in Section 3 (B) hereof be used for other than repairing, replacing and rebuilding such damage, then in any event Landlord may terminate this Lease by notice given within ninety (90) days after such event. In the event this Lease is terminated as provided above in this Section 21 (i) the entire proceeds of the insurance provided for in Section 3 (B) hereof shall be paid by the insurance company or companies directly to Landlord and shall belong to, and be the sole property of, Landlord; (1) the portion of proceeds of the insurance provided for in Section 3 (B) which is insuring equipment, fixtures and other items, which by the terms of the Lease, belong to the Landlord by whatever cause shall be paid by the insurance company or companies directly to Landlord, and shall belong to, and be the sole property of, Landlord;

(iii) Tenant shall immediately vacate the Premises in accordance with this Lease;

(iv) All Rent shall be apportioned and paid to the date on which possession is relinquished or the date of such damage, whichever last occurs; and

(v) Landlord and Tenant shall be relieved from any and all further liability or last obligation hereunder except as expressly provided in this Lease. Tenant hereby waives any and all rights to terminate this Lease that it may have, by reason of damage to the Premises by fire, flood, earthquake or other casualty, pursuant to any presently existing or hereafter enacted statute or pursuant to any other law.

(B) If all or any portion of the Building is damaged by fire, flood, earthquake or other casualty and this Lease is not terminated in accordance with the provisions of Section 21 (A), then all insurance proceeds under the policies referred to in Section 3 (B) hereof that are recovered on account of any such damage by fire or casualty shall be made available for the payment of the cost of repair, replacing and rebuilding and as soon as practicable after such damage occurs Landlord shall, using the proceeds provided for by Section 3 (B) hereof, repair or rebuild the Building and other portions of the Premises or such portion hereof to its condition immediately prior to such occurrence to the extent the cost therefore is fully funded by insurance proceeds. Alternatively, at Landlord's option, Landlord may require that Tenant perform such repairs, in which case, Landlord shall make available to Tenant, insurance proceeds received by Landlord-In no event shall be obligated to repair or replace Tenant's movable trade fixtures or other personal property. In addition, Tenant shall, using the remaining proceeds of the insurance proceeds from policies provided for in Section 3 (B) hereof, repair, restore and replace Tenant's movable trade fixtures, personalty and equipment. If the aforesaid insurance proceeds under the insurance provided for in Section 3 (B) hereof shall be less the cost of repairing or replacing Tenant's movable trade fixtures, equipment and personalty, or other items required to be insured by Tenant pursuant to Section 3 (B) hereof, Tenant shall pay the entire excess cost thereof, and if such insurance proceeds shall be greater than the cost of such repair, restoration, replacement or building, the excess proceeds shall belong to, and be the property of Tenant.

(C) In the event of any repair or rebuilding pursuant to the provisions of Section 21 hereof, then only to the extent Landlord receives rental insurance proceeds equal to the Rent due during the period the Building and other portions of the Premises are undergoing repairs and Tenant's use is precluded, there shall be abated an equitable portion of the Base Rent during the existence of such damage, based upon the portion of the Premises which is rendered untenable and the duration thereof Landlord shall not be liable or obligated to tenant to any extent whatsoever by reason of any fire or other casualty damage to the Premises, or any damages suffered by Tenant by reason thereof, or the deprivation of Tenant's possession of all or any of the Premises.

24. Jury Trial Waiver

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other one in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use OF occupancy of the Premises, and/or claim of injury or damage. Tenant acknowledges that the waiver of jury trial has been reviewed with counsel and is an acceptable and material business term of this Lease.

25. General Provisions

(A) Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise to any contractor, subcontractor, laborer or materials for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Premises or any part thereof.

(B) Nothing herein contained shall in any way be considered or construed as creating the legal relation of a partnership or joint venture between Landlord and Tenant, it being expressly understood and agreed by the parties hereto that the relationship between the parties shall be one of Landlord and Tenant.

(C) It is further and agreed that the covenants, agreements and conditions shall be binding upon the Landlord and Tenant, as we as their respective, heirs, executors, administrators, successors and permitted assigns.

(D) This Lease shall be governed and construed in accordance with the laws of the State of Maryland.

(E) If any covenants or agreements of this Lease or the application thereof to any person or circumstances shall be held to be invalid or unenforceable, then, and in each such event, the remainder of this Lease or the application on such covenant or agreement to any other person or any other circumstances shall not be thereby affected, and each covenant and agreement hereof shall remain valid and enforceable to the fullest extent permitted by law.

(F) Upon the request of Landlord, Tenant shall execute and deliver a memorandum of Lease or short form Lease suitable for recording. In no event shall Tenant record this Lease or any short form Lease without Landlord's written consent, such consent to be withheld, conditioned or delayed in Landlord's sole and absolute discretion.

(G) In the event that any mortgage providing financing on the Premises requires, as a condition of such financing, that modifications to the Lease be Obtained, and provided that such modifications

(i) Do not increase the Rent and other sums due hereunder, or

(ii) Constitute a no material change any substantive rights, obligations or liabilities of Tenant under this Lease, then Landlord may submit to Tenant a written amendment to this Lease incorporating such changes, and if Tenant does not execute and return such written amendment within ten (10) days after the same has been submitted to Tenant, then Landlord shall thereafter have the right at its sole option, to immediately cancel and terminate this Lease or to exercise its powers as Attorney-In-Fact, pursuant to Section 23 (O) below.

(H) Any obligation arising during the Term of this Lease under any provision herein contained, which would by its nature require the Tenant to take certain action after the expiration of the termination of this Lease to fully comply with the obligation arising during the Term, shall be deemed to survive the expiration of the Term or other termination of this Lease to the extent of requiring any such action to be performed after the expiration of the Term which is necessary to fully perform the obligation that erode during the Term of this Lease.

(I) The captions and headings throughout this Lease are for convenience and reference only, and the words contained in such captions shall in no way be held or deemed to meaning of any provision of this Lease.

(J) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the sense so requires.

(K) Further, if the holder of a mortgage or deed of trust which includes the Premises, notifies the Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against the Landlord from Rent thereafter due and payable, but shall look solely to the Landlord's interest in the Premises for satisfaction of such claim.

(L) By its entry into this Lease the Tenant represents and acknowledges to the Landlord that the Tenant has satisfied itself as to the use which it is permitted to make of the Premises and has inspected the Premises and confirms that the same are acceptable to Tenant, Tenant further acknowledges that Landlord has made no representations, warranties or covenants to Tenant except as expressly provided herein.

(M) No diminution or shutting off light, air or view by any structure that may be erected on the Premises or on any adjacent or nearby properties shall in any manner affect this Lease or obligations of Tenant hereunder.

(N) Time is of the essence with respect to the performance of Tenant's obligations hereunder, including, but not limited to the obligation to pay Base Rent, Percentage Rent, Additional Rent and other sums due hereunder.

(O) In the event Tenant shall fail or refuse to execute and deliver to Landlord any document or instrument which may be required under the terms of this Lease within ten (10) days after Landlord's written request therefore, Tenant hereby irrevocably appoints Landlord as Attorney-In-Fact for Tenant, such appointment being coupled with an interest, with full power and authority to execute and deliver such documents or instruments for and in the name of Tenant.

26. Brokers

The respective parties certify that no person or company provided services as a broker, agent, or finder; or assisted in the negotiations of this Agreement. Each party agrees to indemnify the other for any claim asserted by any person or company purporting to act on its behalf in providing services as a broker, agent, or finder in connection with this Agreement.

27. Entire Agreement

It is understood and agreed by and between the parties hereto that this Lease and the Exhibits attached hereto contain the final and entire agreement between the said parties and they shall not be bound by any terms, statements, conditions or representations, oral or written, not herein contained.

28. Landlord's Liability

If the Landlord shall sell, convey, or otherwise dispose of its interest in the Premises, then the undersigned Landlord shall be deemed to be released of all obligations hereunder arising from the date of such transfer, and the transferee shall be deemed to be the Landlord hereunder for all purposes hereunder. Anything contained in this Lease or as provided at law to the contrary notwithstanding. Tenant acknowledges that as an express condition to Landlord's entering into this Lease, Tenant agrees that Landlord, its agents, officers, employees and assigns shall have no personal liability nor shall any of them be subject to monetary claim of any kind or nature. In the event of a breach or default by Landlord, Tenant shall have no right to consequential damages, claims for loss sales or profits or the like, any and all such claims being expressly waived as a material inducement to Landlord's entering into this Lease. Moreover, in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant acknowledges and agrees that its sole remedy shall be limited to an action for specific performance and even then, only to the extent the cost of such performance is less than two (2) months Rent, any amounts to effect specific performance over and above such sum being Tenant's responsibility, being a negotiated condition of this Lease that Landlord's aggregate cost of repairs under Section 7 shall never exceed over the Term the sum of two (2) months then current Rent. The provisions hereof shall insure to Landlord's successors and assigns.

29. Force Majeure

Each party shall be excused from performing any obligation or under takings provided for in this Lease for so long as such performance is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violation, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, laws, order of government or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded, or hindered thereby, including reasonable delays for adjustments of insurance. Anything contained herein to the contrary notwithstanding, Tenant's obligation to pay Base Rent, Additional Rent, or other charges due under the applicable provisions of the Lease, shall not be excused by reason of any of the foregoing events.

30. Modification

This Lease cannot be changed or terminated orally. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Lease in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

31. Hazardous Material

The term "Hazardous Material" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either:

(i) Potentially injurious to the public health, safety or welfare, the environment or the Premises,

(ii) Regulated or monitored by any government authority, or

(iii) A basis for liability of Landlord or Tenant or any occupant of the Premises to any governmental agency or third party under applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof Tenant shall not engage in any activity in, on or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Materials without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expenses) with all applicable law. "Reportable Use" shall mean

(1) The installation or use of any above or below ground storage tank

(2) The generation, possession, storage, use, transportation, or disposal of Hazardous Materials. Reportable Use shall also include Tenant being responsible for the presence in, on, or about the Premises of Hazardous Materials with respect to which any applicable law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but in compliance with all applicable laws, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of Tenant's business permitted on the Premises so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability thereof. In addition, Landlord may (but without any obligation to do so) condition its consent to the use or presence of any Hazardous Materials, and activities including Hazardous Materials, by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself the public, the Premises and environment against damage, contamination or injury and/or liability therefrom, including, but not limited to, the installation (and removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the premises (such as concrete encasements) and/or the deposit of an additional security deposit. Tenant shall be reasonable for compliance with applicable laws respecting Hazardous Materials discovered, now or hereafter, to be existing in the Premises and Tenant shall indemnify and hold Landlord harmless for all claims, costs, liabilities, obligations of any kind and nature related to the use, presence abatement or contaminants of Hazardous Materials on the Premises. It is further expressly understood and agreed, that any Hazardous Materials which become exposed or discovered as a result of Tenant's Work or Alterations, and which but for such works not have been exposed or discovered, and which but for such works would not be required by government authorities to be abated, shall be abated by Tenant at Tenant's sole cost and expense as part of Tenant's Work or Alterations provided by law.

IN WITNESS WHEREOF, Tenant has caused these presents to be signed and sealed by its President and duly authorized agent and representative having power to bind Corporation and Landlord has caused these presents to be signed and sealed by its President, all as of the day and year first written hereinabove.

Witness:



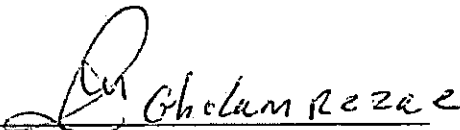
LANDLORD
1746 East Joppa Road Assoc, LLC

By: 
Fredric A. Tomarchio, Member

Witness:



TENANT

By: 
Farzad Gholamrezae, Owner

[EXHIBIT A to follow]

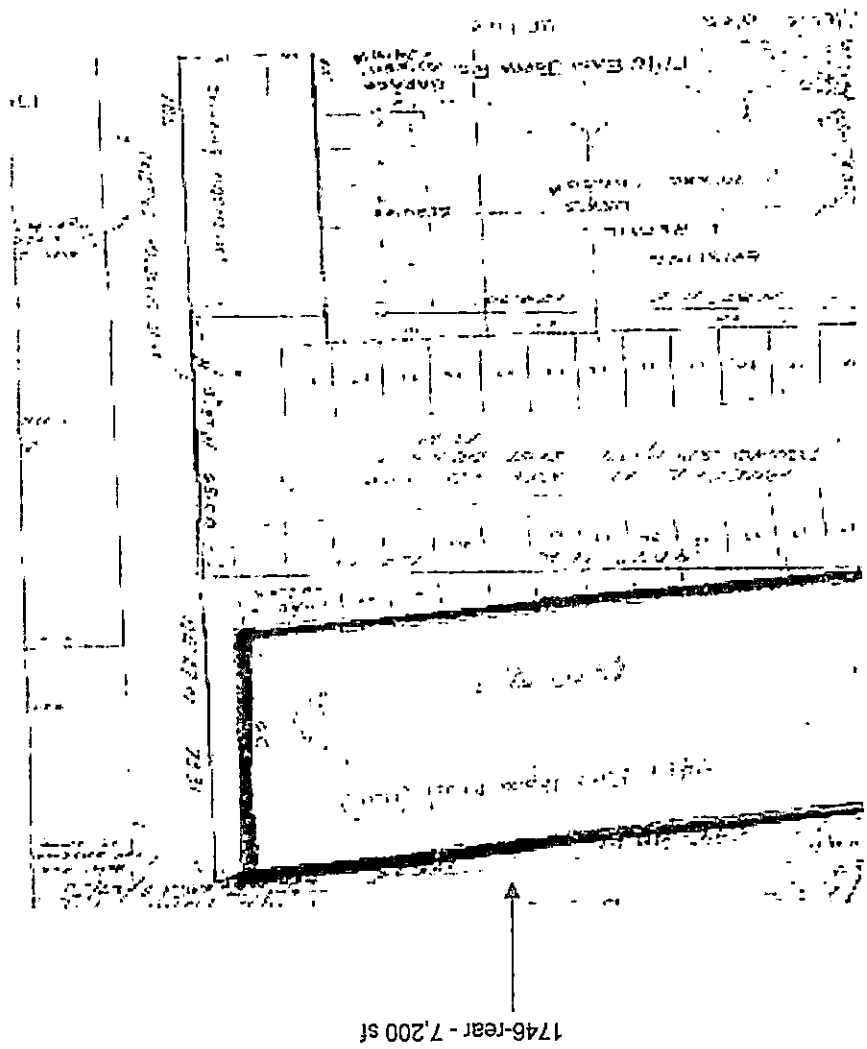


EXHIBIT A

EXHIBIT B

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

1. All loading and unloading of goods shall be done primarily through the rear entrances, if at all possible, and/or through the facilities and at such times as designated for such purposes by Landlord.

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

3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided that the charges for such service are consonant with prevailing rates in the area. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

4. No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial antenna shall be erected without, in each instance, the written consent of Landlord. Any of said items so installed without such written consent shall be subject to removal without notice at any time.

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

6. If the Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Tenant MAY NOT remove any utility bill out of its name during the course of this Lease.

7. Tenant shall cooperate in keeping the common areas immediately adjoining the Premises clean and free from snow, ice, dirt and rubbish and Tenant shall not place or permit any obstructions or merchandise in such areas.

8. Plumbing facilities (if any) located within the Premises shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it. Tenant shall pay a reasonable charge to Landlord for keys to any common washroom facilities.

9. Tenant shall use at Tenant's cost a pest extermination contractor at such intervals as Landlord may reasonably require.

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

11. Tenant and Tenant's employees and agents shall not solicit business in the common areas, nor shall Tenant distribute any handbills or other advertising matter in the Common areas.

12. Tenant will throughout the term of this Lease (or as otherwise set forth in this Lease) obtain and keep in force a maintenance contract with a qualified service company to regularly inspect and perform maintenance services to any heating and air-conditioning system and fire extinguishers serving the Premises, and shall do so at Tenant's sole expense. Tenant shall furnish Landlord with a copy of said maintenance contract, and of renewals or replacements thereof.

13. Tenant shall not obtain, for use in the Premises, any floor polishing, lighting, maintenance, cleaning or other similar services from any persons not previously authorized in writing by Landlord to furnish such services. Landlord shall have the right to designate such persons or firms to perform such services at Tenant's expense.

PERSONAL GUARANTY

In Consideration of 1746 East Joppa Road Assoc, LLC ("Landlord") granting credit to Farzad Gholamrezae, doing business as A & F Towing and Auto Repair at 1746 (rear) East Joppa Road in Baltimore, Maryland ("Tenant"), the undersigned personally and unconditionally guarantees to Landlord and any of its affiliates the payment of any obligation of the Tenant and its successors and assigns including any new entity formed. This obligation includes any and all of the Tenant's liabilities, obligations, debts and indebtedness to Landlord, now owing or hereinafter incurred or created including all costs, fees and expenses, including but not limited to, all legal, collection and other professional expenses.

Venue and jurisdiction of any legal action will be either in the county and state of Landlord's office or Baltimore County, Maryland, at the sole option of Landlord.

The undersigned:

- o Understands this is a continuing and irrevocable guaranty and is binding on the Guarantor and Guarantor's heirs, successors and assigns so long as any indebtedness remains unpaid.
- o Understands this guaranty shall continue until the undersigned has notified Landlord in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice.
- o Consents to hereby waive notice of default, nonpayment and notice thereof.
- o Agrees that a facsimile shall be as binding as an original signature.
- o Acknowledges and represents that any title(s) written near the signature below is/are intended merely to clarify the individual's position with the company and in no way is intended to limit or cancel the personal nature of this guaranty.

The undersigned personal guarantor, recognizing that his/her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of consumer credit reports on the undersigned, by the above named Landlord, from time to time as may be needed, in the credit evaluation process.

Executed this 16 day of 06, 2011

Signature 

Print or type name FARZAD Gholamrezae

Home Address 1022 Old Hartford Rd
Baltimore MD 21234

Home Phone #: 410-663-4091

Social Security # 218-77-4172

Driver's License # C 456-244-018-497 attach copy

STATE OF MARYLAND, COUNTY OF _____, TO WIT

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be his/her act, and in my presence signed and sealed the same.

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

Notary Public

[SEAL]

My Commission expires: _____

RETURN TO: 9945-41603 pab
Chicago Title Insurance Co.
19 E. Fayette St., Suite 300
Baltimore, MD 21202
(410) 727-3700

001384736
Title Number 497451306

DEED (Partnership Form)

This Deed, made this 17th day of JUNE, in the year one thousand nine hundred and ninety-nine, by and between The Ruxton Investment Company, LLP, a Maryland limited liability partnership, Grantor, and 1746 East Joppa Road Road Associates, LLC, a Maryland limited liability company, Grantee.

Witnesseth: that in consideration of the sum of Nine Hundred Thousand Dollars (\$900,000.00), and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto the said Grantee, in fee simple,

all those lot(s) of ground situate in Baltimore County in the State of Maryland, and described as follows, that is to say:

Legal Description:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said Grantee, in fee simple.

And the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the hand(s) and seal(s) of the said Grantor(s):

WITNESS:

The Ruxton Investment Company, LLP

[Signature]

[Signature] Partner
Harrison M. Robertson, Jr., Partner

Non-Marital Trust,
Exempt Marital Trust and
Non-Exempt Trust U/W
C. Edgar Smith, Jr., Partner

By [Signature] (Seal)
Forrest F. Bramble, Jr.
Co-Trustee as to all

By [Signature] (Seal)
Susan B. Austin
Co-Trustee as to all

State of Maryland County of Baltimore WIT:

I HEREBY CERTIFY, that on this 17th day of JUNE, 19 99, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

Harrison M. Robertson, Jr., Partner
and Forrest F. Bramble, Trustee under Smith Trust, Partner and
Susan B. Austin, Trustee under Smith Trust, Partner known to me (or

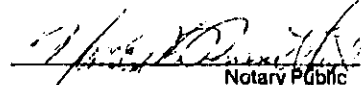
- continued -

0013847 137

Title Number: 9944 41503

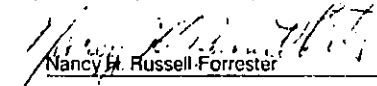
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument who signed the same in my presence, and acknowledged that he/she/they executed the same for the purposes therein contained.

WITNESS: my hand and Notarial Seal.

 (Seal)
Notary Public

My commission expires: 8/1/12

This is to certify that this instrument has been prepared by an attorney admitted to practice before the Court of Appeals of Maryland.


Nancy H. Russell-Forrester

DESCRIPTION

0013847 138

Order No:

0013847138

All that lot(s) or parcel(s) of ground situate in Baltimore County, in the State of Maryland and being more particularly described as follows:

BEGINNING for the first on the north side of Joppa Road as widened to a width of 40 feet at a point where it is intersected by the second line of a parcel of land which by a Deed dated July 22, 1944 and recorded among the Land Records of Baltimore County, Maryland in Liber RJS 1346 folio 519 was conveyed by Frank G. Fisher to Walter C. Breidenstein and wife, said place of beginning being distant west 11.35 feet from the beginning of said second line and running thence with and binding on a part of said second line north 4 degrees 27 minutes west 200 feet to a pipe thence leaving said outline and running for a line of division parallel with the Joppa Road south 87 degrees 11 minutes west 124.74 feet to a pipe set in the last line of the above referred to parcel of land thence running with and binding on a part of said last line south 4 degrees 27 minutes east 200 feet to the north side of Joppa Road 40 feet wide and thence binding on the north side of said Joppa Road north 87 degrees 11 minutes east 124.74 feet to the place of beginning, having a street address of 1746 Joppa Road.

SAVING AND EXCEPTING so much thereof as was granted and conveyed by Stanley T. Vocke and Mary A. Vocke to Baltimore County, Maryland by Deed dated November 13, 1967 and recorded among the Land Records of Baltimore County, Maryland in Liber OTG 4835 folio 12.

BEGINNING for the second on the southernmost side of a lane or road and at the beginning of the third line of a parcel of land which by a Deed dated July 22, 1944 and recorded among the Land Records of Baltimore County, Maryland in Liber RJS 1346 folio 519 was conveyed by Frank G. Fisher, widower, to Walter C. Breidenstein and wife and thence running with and binding on said third line and binding on the southernmost side of said lane or road south 79 degrees 48 minutes west 125.25 feet, thence leaving said lane or road and binding on a part of the last line of the aforesaid parcel of land south 4 degrees 27 minutes east 57.06 feet to the end of the second line of a parcel of land which by Deed dated April 22, 1969 and recorded among the Land Records of Baltimore County, Maryland in Liber OTG 4984 folio 3 was conveyed by George F. Vocke, et al. to Joseph L. Soley, thence binding reversely on said second line north 87 degrees 11 minutes east 124.74 feet to intersect the second line of the aforesaid parcel of land which was conveyed by Fisher to Breidenstein and thence running with and binding on a part of said second line north 4 degrees 27 minutes west 73.20 feet to the place of beginning. Containing 0.19 of an acre of land, more or less.

BEING the same property which by Deed dated April 16, 1984 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 6698 page 719 was granted and conveyed by Joseph L. Soley, unto C. Edgar Smith, Jr. and Harrison M. Robertson, Jr., trading as The Ruxton Investment Company.

020683 JUN 23 2008
State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Calvert

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

99-45-41603

1	Type(s) of Instruments	(1) Check Box if Address(es) Written Form is Attached			YR: FD SURE \$	5.00	
		Mortgage	☒ Other <u>Deed</u>	Other	RECORDING FEE	26.00	
	2) Deed of Trust	Lease			RECORDING F	4,500.00	
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms- Length Sale [9]	IN TAX STATE	4,500.00
	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]		TOTAL	9,025.00	
3	Tax Exemptions (If Applicable)	Recording			Rest BANC	Rest \$ 75455	
	Cite or Explain Authority	State Transfer			SR SR	Blk \$ 3178	
		County Transfer			Jun 23, 1999	02:34 PM	

4	Consideration Amount		Finance Office Use Only	
Consideration and Tax Calculations	Purchase Price/Consideration	\$ 900,000.00	Transfer and Recordation Tax Consideration	
	Any New Mortgage	\$ 1,100,000.00	Transfer Tax Consideration	\$ 900,000.00 =
	Balance of Existing Mortgage		X () % =	13,500.00
	Other:	\$	Less Exemption Amount	= \$
			Total Transfer Tax	= \$
				13,500.00
	Other:	\$	Recordation Tax Consideration	\$
		X () per \$500 =	\$	
Full Cash Value	\$	TOTAL DUE	\$	

Amount of Fees	Doc #	Agents:
Recording Charge \$ 20.00	\$ 20.00	
Surcharge \$ 5.00	\$ 5.00	Tax Bill
State Recordation Tax \$ 5,500.00	\$ 5,500.00	C.B. Credit:
State Transfer Tax \$ 4,500.00	\$ 4,500.00	Ag. Tax/Other:
County Transfer Tax \$ 10,500.00	\$ 10,500.00	
Other \$	\$	
Other \$	\$	

6	District	Property Tax ID No. (1)	Grantor/Lien/Folio	Map	Parcel No.	Var. LOG#
Description of Property	D9	09-02-0411230	6698-719			(5)
	Subdivision Name		Lot (3a)	Block (3b)/Sect/AB(3c)	Plat Ref.	SoFA/Acreage (4)

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

Location/Address of Property Being Conveyed (2)
1746 Joppa Road

Other Property Identifiers (if applicable)
09-19-611067

Water Meter Account No.

Residential ☐ or Non-Residential ☒ For Single ☐ or Group ☐ Amount:
Partial Conveyance? ☐ Yes ☒ No Description/Am't. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7.	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
	Harrison M. Robertson, Jr. et al	The Epton Investment Company, LLP
Transferred From	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

☒ Transferred To	Doc. 1 - Grantor(s) Name(s) 	Doc. 2 - Grantor(s) Name(s) 1746 East Joplin Associates, LLC
--	-------------------------------------	---

23 Walker Avenue
Baltimore, MD 21208

Other names to be indexed

10	Contact/Mail Information	Instrument Submitted By or Contact Person		8	Return to Contact Person
		Name: Patricia Bowman Firm: Chicago Title Insurance Company Address: 19 E. Fayette St. Suite 300 Oakbrook, IL 60181 Phone: 410 1787-3700			
					Hold for Pickup
					Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

Yes ☒ No ☐ Will the property being conveyed be the grantee's principal residence?

Yes ☒ No ☐ Does transfer include personal property? If yes, identify: ..

Yes ☒ No ☐ Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Transit Number:		Date Received:		Dead Reference:		Assigned Property No.:	
19	19	Geo.	Map	Sub	Disc		
Land	Zone	Map	Plan	Plan	Rel		
Use	Use	Parcel	Section	Section	Occ. Cd		
Town Cd.	Town Cd.	Ex. St.	Ex. Cd.	Ex. Cd.			

6/23/1966 13:00:51
GAMER KOD KOD DRAIR
700 LITL BAWGLET TAN

SAID RECEIPT

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13847, p. 0139, MSA CE62 13702. Date available 03/08/2005. Printed 04/26/2019.

0013847 140

Addendum

State of Maryland Land Instrument Intake Sheet
Baltimore City & County: BaltimoreThe addendum form should be used when one transaction involves more than two instruments.
Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.

9945-41603

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

Amount of Fee	Doc. 3	Doc. 4	Doc. 5	Doc. 6
Recording Charge	\$ 75.00	\$	\$	\$
Surcharge	\$ 5.00	\$	\$	\$
State Recordation Tax	\$	\$	\$	\$
State Transfer Tax	\$	\$	\$	\$
County Transfer Tax	\$	\$	\$	\$
Other	\$	\$	\$	\$
Other	\$	\$	\$	\$

Doc. 3 - Grantor(s) Name(s)	Doc. 4 - Grantor(s) Name(s)
1746 East Joppa Road Associates, LLC	
Doc. 5 - Grantor(s) Name(s)	Doc. 6 - Grantor(s) Name(s)

Doc. 3 - Owner(s) of Record, if Different from Grantor(s)	Doc. 4 - Owner(s) of Record, if Different from Grantor(s)

Doc. 5 - Owner(s) of Record, if Different from Grantor(s)	Doc. 6 - Owner(s) of Record, if Different from Grantor(s)

Doc. 3 - Grantee(s) Name(s)	Doc. 4 - Grantee(s) Name(s)
Commercial and Farmers Bank	
Doc. 5 - Grantee(s) Name(s)	Doc. 6 - Grantee(s) Name(s)

Doc. 3 - Additional Names to be Indexed (Optional)	Doc. 4 - Additional Names to be Indexed (Optional)

Doc. 5 - Additional Names to be Indexed (Optional)	Doc. 6 - Additional Names to be Indexed (Optional)

Special Recording Instructions (if any)

Special Instructions

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13847, p. 0140, MSA CE62-13702, Date available 03/08/2005. Printed 04/26/2019.

USE 6698 PAGE 719

DEED

GUARANTEE TITLE SERVICES, INC.
APP. NO. BA 638

THIS DEED made this 16th day of April, 1984,
by and between JOSEPH L. SOLEY, party of the first part,-----
-----Grantor, and
✓ C. EDGAR SMITH, JR. and HARRISON M. ROBERTSON, JR., trading as THE RUXTON
INVESTMENT COMPANY, party of the second part,-----
Grantee.

WITNESSETH: That for the actual consideration of the sum of
\$ 520,000.00-----, and other valuable consideration, the receipt
whereof is hereby acknowledged, the Grantor grants unto the Grantee,
its successors and assigns, in fee simple,-----

all that parcel of land situate in Baltimore County-----,
in the State of Maryland, and described as follows:

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

D RC/F 16.00
D T TX 2600.00
D DOCS 2600.00
DEED 0 N
EHK JR T 5216.00
H00944 C002 R02 T08142
04/24/84

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
KAO 4/18/84
CLERK DATE

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE KAO DATE 4/18/84

LIBER 6698 44720

EXHIBIT "A"

Attached to and made a part of Deed from Joseph L. Soley to C. Edgar Smith, Jr. and Harrison M. Robertson, Jr., trading as The Ruxton Investment Company.

BEGINNING FOR THE FIRST on the north side of Joppa Road as widened to a width of 40 feet at a point where it is intersected by the second line of a parcel of land which by a Deed dated July 22, 1944 and recorded among the Land Records of Baltimore County, Maryland in Liber RJS 1346 folio 519 was conveyed by Frank G. Fisher to Walter C. Breidenstein and wife, said place of beginning being distant west 11.35 feet from the beginning of said second line and running thence with and binding on a part of said second line north 4 degrees 27 minutes west 200 feet to a pipe thence leaving said outline and running for a line of division parallel with the Joppa Road south 87 degrees 11 minutes west 124.74 feet to a pipe set in the last line of the above referred to parcel of land thence running with and binding on a part of said last line south 4 degrees 27 minutes east 200 feet to the north side of Joppa Road 40 feet wide and thence binding on the north side of said Joppa Road north 87 degrees 11 minutes east 124.74 feet to the place of beginning, having a street address of 1746 Joppa Road.

SAVING AND EXCEPTING so much thereof as was granted and conveyed by Stanley T. Vocke and Mary A. Vocke to Baltimore County, Maryland by Deed dated November 13, 1967 and recorded among the Land Records of Baltimore County, Maryland in Liber OTG 4835 folio 12.

BEING the same property which by Deed dated April 22, 1969 and recorded among the Land Records of Baltimore County, Maryland in Liber 4984 folio 003 was granted and conveyed by George F. Vocke, Attorney in Fact for Stanley T. Vocke, Sr. and Mary A. Vocke, his wife, to Joseph L. Soley, the within Grantor, in fee simple.

BEGINNING FOR THE SECOND on the southernmost side of a lane or road and at the beginning of the third line of a parcel of land which by a Deed dated July 22, 1944 and recorded among the Land Records of Baltimore County, Maryland in Liber RJS 1346 folio 519 was conveyed by Frank G. Fisher, widower, to Walter C. Breidenstein and wife and thence running with and binding on said third line and binding on the southernmost side of said lane or road south 79 degrees 48 minutes west 125.25 feet, thence leaving said lane or road and binding on a part of the last line of the aforesaid parcel of land south 4 degrees 27 minutes east 57.06 feet to the end of the second line of a parcel of land which by Deed dated April 22, 1969 and recorded among the Land Records of Baltimore County, Maryland in Liber OTG 4984 folio 3 was conveyed by George F. Vocke, et al. to Joseph L. Soley, thence binding reversely on said second line north 87 degrees 11 minutes east 124.74 feet to intersect the second line of the aforesaid parcel of land which was conveyed by Fisher to Breidenstein and thence running with and binding on a part of said second line north 4 degrees 27 minutes west 73.20 feet to the place of beginning. Containing 0.19 of an acre of land, more or less.

BEING the same property which by Deed dated September 15, 1972 and recorded among the Land Records of Baltimore County, Maryland in Liber 5301 folio 852 was granted and conveyed by Elenora T. Breidenstein to Joseph L. Soley, the within Grantor, in fee simple.

6698 721

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

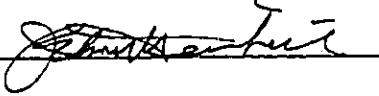
To have and to hold the said described property unto and to the use of the Grantee, its successors and assigns, in fee simple.

And the Grantor covenants to warrant specially the property hereby granted, and to execute such further assurances of said property as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the hand and seal of the Grantor.

WITNESS:

 (SEAL)
Joseph L. Soley

(SEAL)

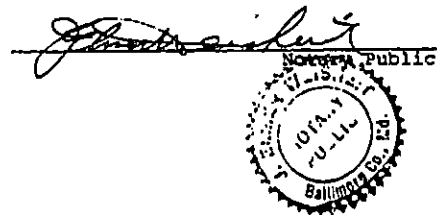
STATE OF MARYLAND, BALTIMORE COUNTY ~~XXXX~~, TO WIT:

I hereby certify, that on this 16th day of April, 1984, before me, a Notary Public of the State aforesaid, personally appeared JOSEPH L. SOLEY-----

~~XXXXXX~~ who acknowledged the foregoing Deed to be his ~~XXXXXX~~ act.

Witness my hand and Notarial Seal.

My Commission expires: July 1, 1986.

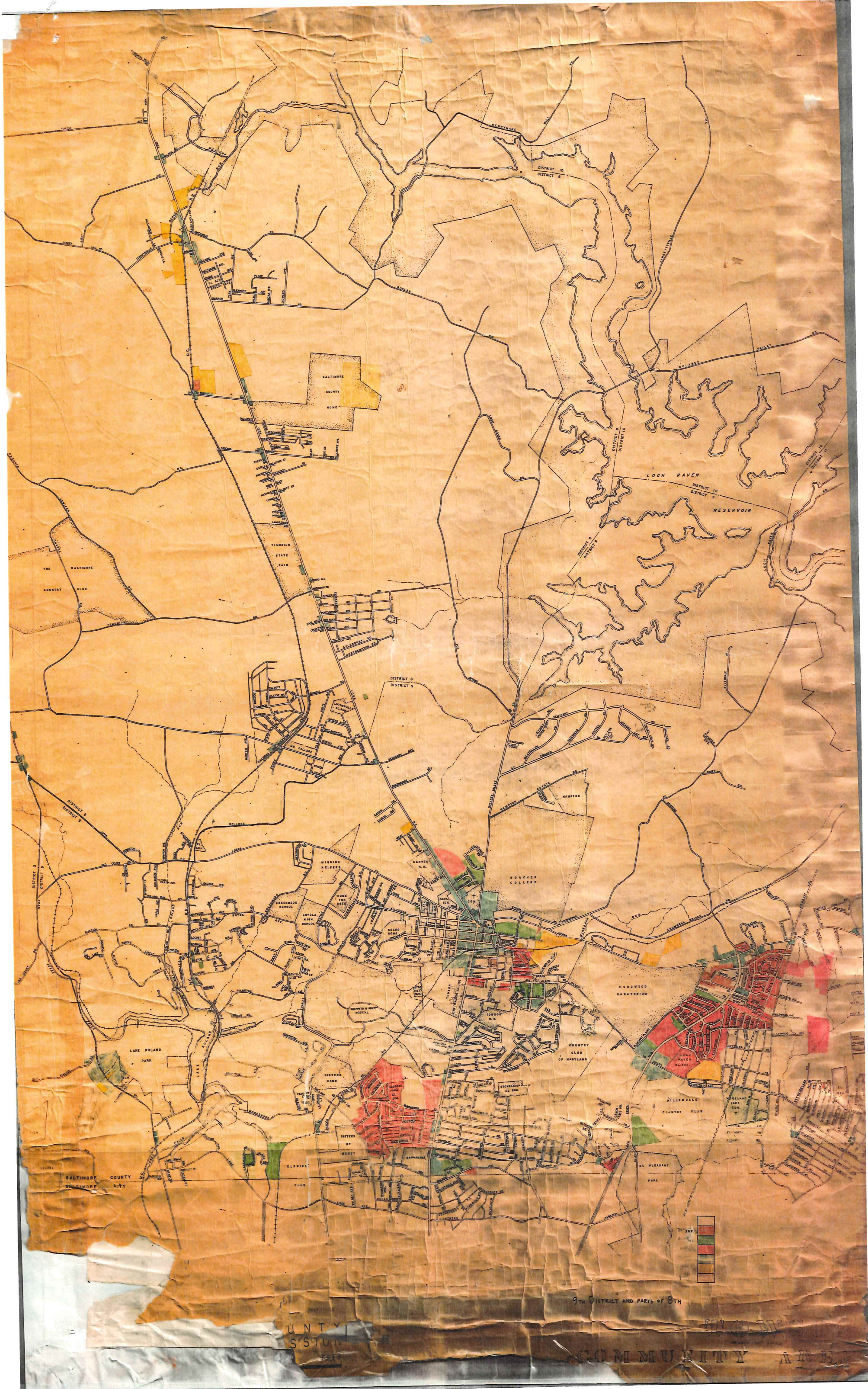


Rec'd for record APP 24 1984 at 8:40 AM
Per Elmer H. Kahline, Jr., Clerk
Mail to Guarantee Title Service
Receipt No. 1600

Tomarchio
1746 E. Joppa Road

1945	A - Residence Zone
1960	
1971	BRCS2 & BR
1976	BRCS2 & BR
1980	BRCS2 & BR
1984	BRCS2 & BR
1988	BRCS2 & BR
1992	BRCS2 & BR
1996	BRAS & BR
2000	BR & BLR
2004	BR & BLR
2008	BR & BLR
2012	BR & BLR
2016	BR & BLR

PET. Ex. 6



UNTY
STON

9TH DISTRICT AND PARTS OF 8TH

COMMUNITY

9R2011

9R1023

9R626

9BL47

9RA37

9RA36

9BL39

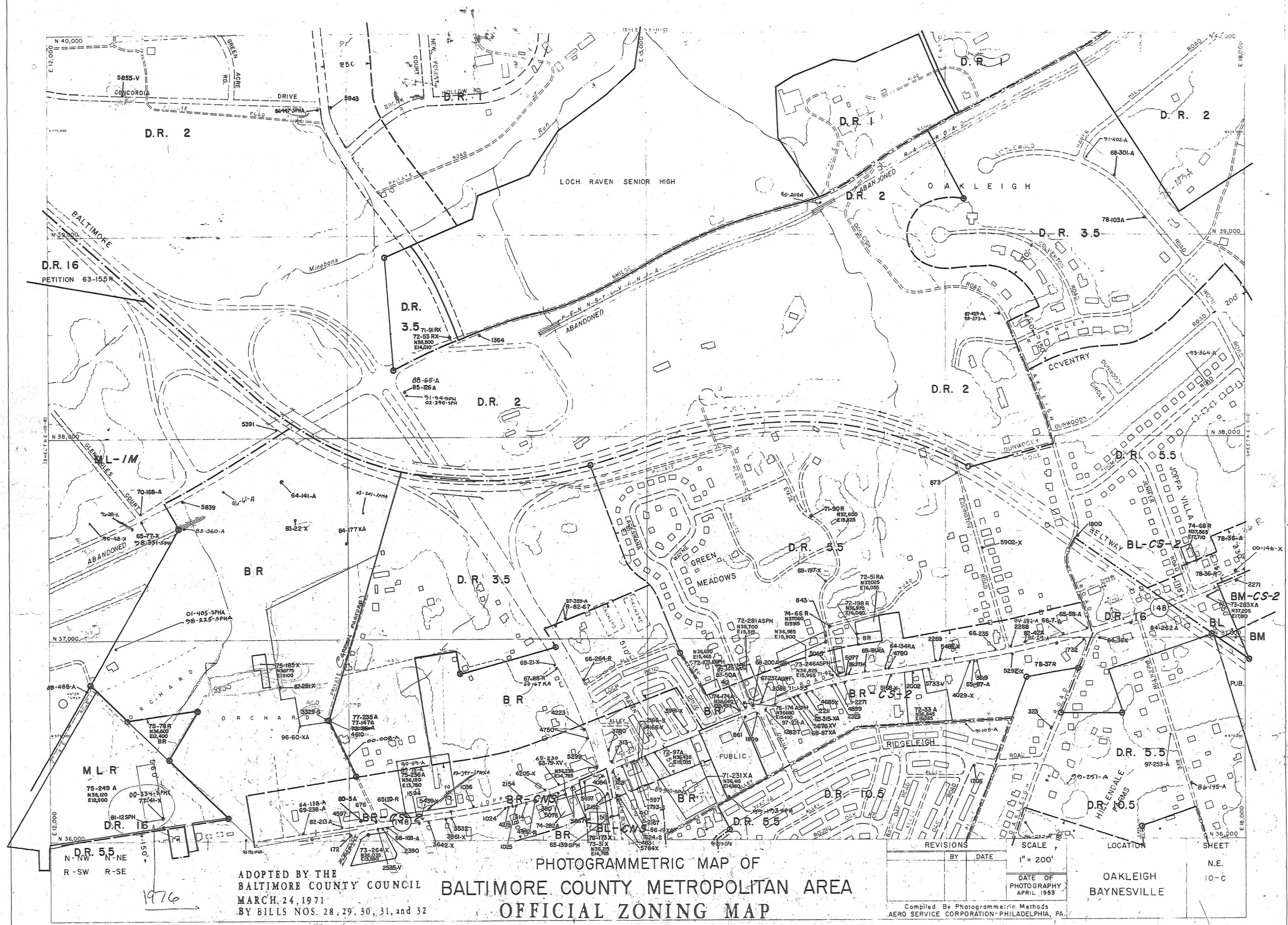
9R624

9RG13

PHOTOGRAMMETRIC MAP OF
BALTIMORE COUNTY METROPOLITAN AREA

REVISIONS		SCALE 1" = 200'	LOCATION OAKLEIGH NORTHEASTERN AREA BAYNESVILLE	SHEET N.E. 10-6
BY	DATE			
DATE OF PHOTOGRAPHY APRIL 1955				
Compiled By Photogrammetric Methods AERO SERVICE CORPORATION-PHILADELPHIA, PA.				

N-NW N-NE
R-SW R-SE



ADOPTED BY THE
BALTIMORE COUNTY COUNCIL
MARCH 24, 1971
BY BILLS NOS. 28, 29, 30, 31, and 32

PHOTOGRAMMETRIC MAP OF
BALTIMORE COUNTY METROPOLITAN AREA
OFFICIAL ZONING MAP

REVISIONS		SCALE	LOCATION	SHEET
BY	DATE			
		1" = 200'	OAKLEIGH BAYNESVILLE	N.E. 10-C
DATE OF PHOTOGRAPHY APRIL 1953				
Compiled By Photogrammetric Methods AERO SERVICE CORPORATION-PHILADELPHIA, PA.				

1976



N - NW
R - SW

N - NE
R - SE

1976 COMPREHENSIVE ZONING MAP
ADOPTED BY THE
BALTIMORE COUNTY COUNCIL
OCT. 7, 1976 & OCT. 8, 1976
BILL NOS. 108-76, 109-76, 110-76, 111-76,
112-76, 113-76, and 114-76
CHAIRMAN COUNTY COUNCIL

PHOTOGRAMMETRIC MAP OF BALTIMORE COUNTY METROPOLITAN AREA

REVISIONS		
BY	DATE	
Planimetric	MAPS, INC.	4-11-70
Compiled By: Photogrammetric Methods AERO SERVICE CORPORATION-PHILADELPHIA, PA.		

SCALE
1" = 200'

DATE OF
PHOTOGRAPHY
APRIL 1953

LOCATION
OAKLEIGH
BAYNESVILLE

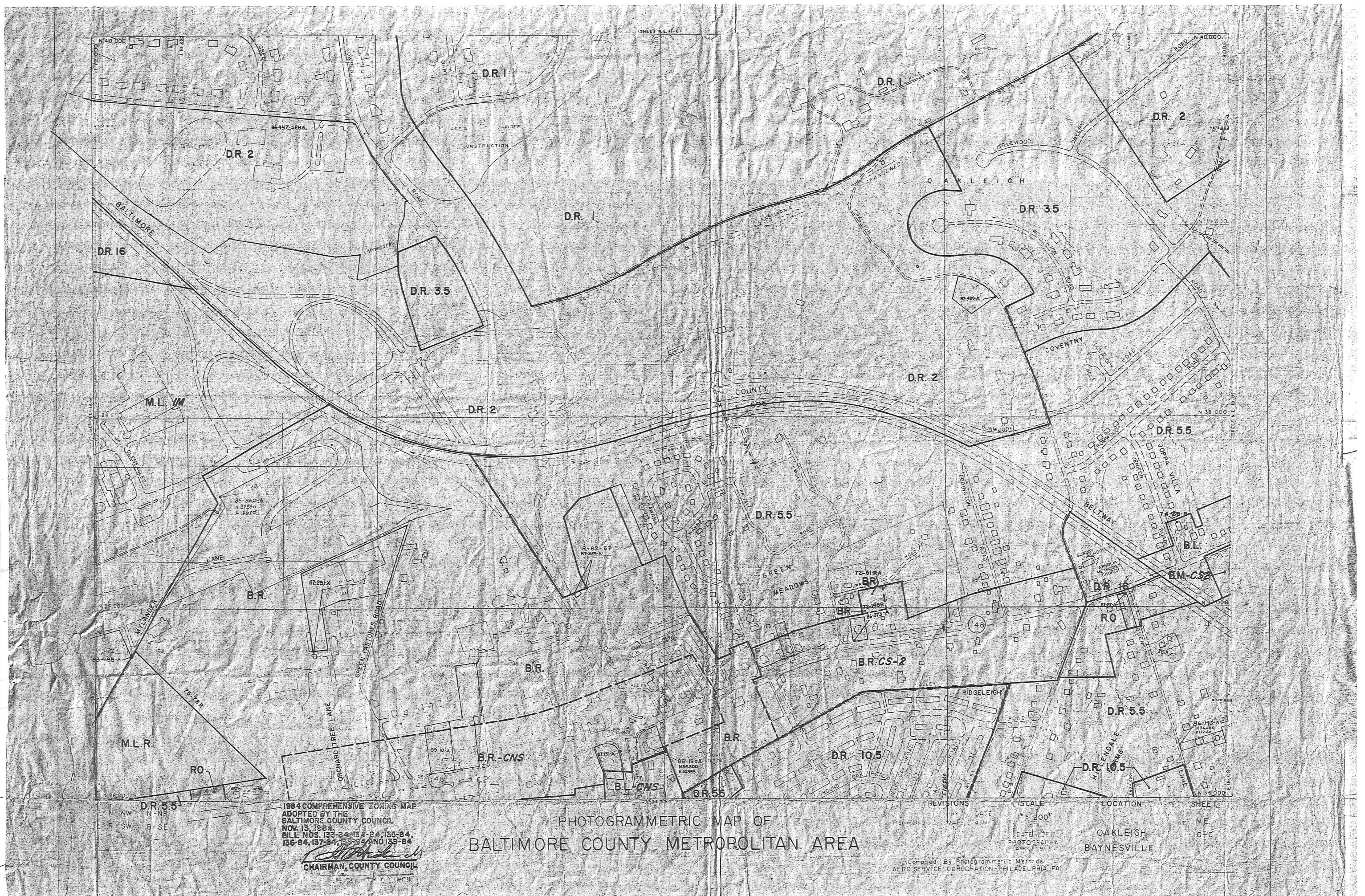
SHEET
N.E.
10-C

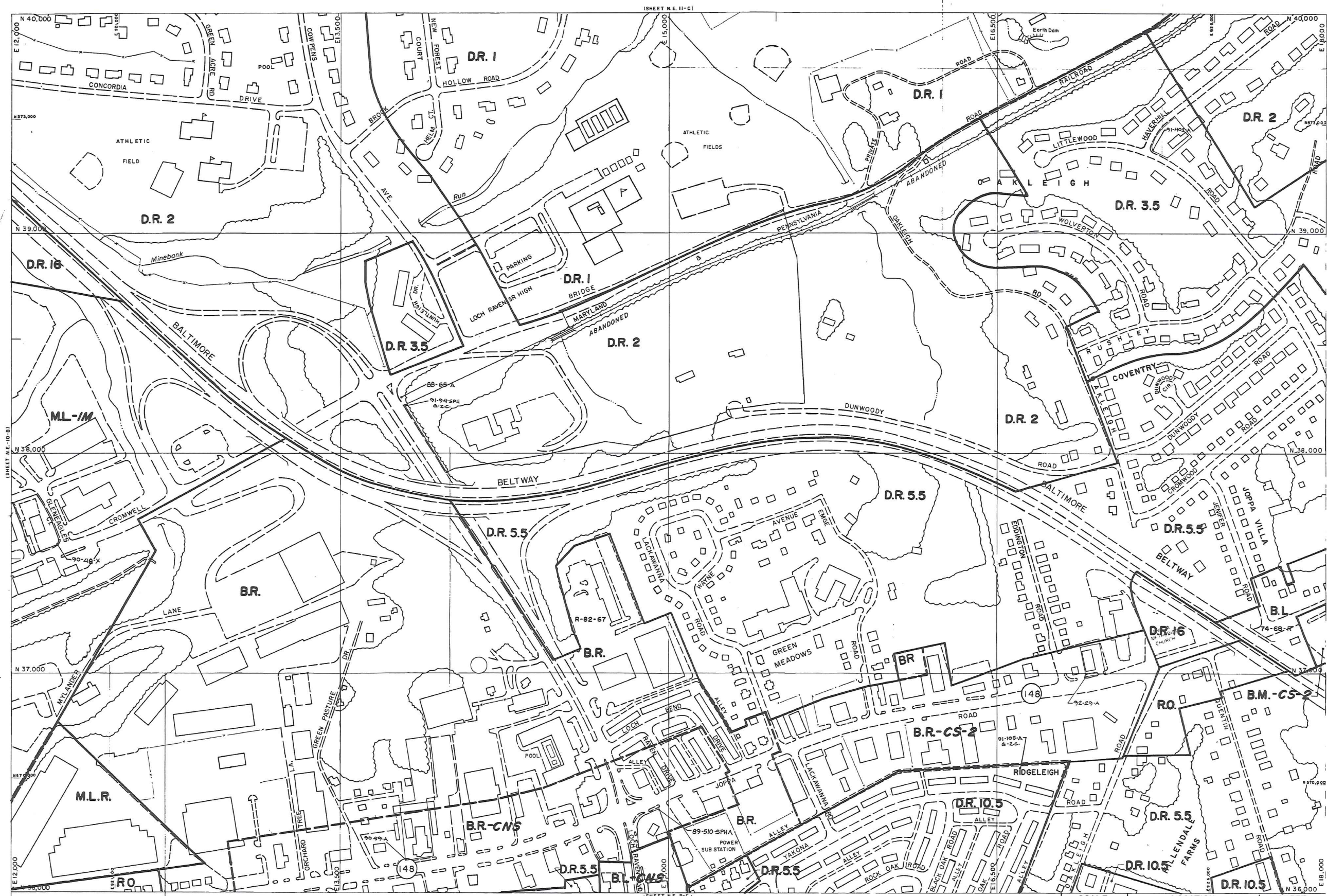


1950 COMPREHENSIVE ZONING MAP
ADOPTED BY THE
BALTIMORE COUNTY COUNCIL
OCT. 14, 1950
BILL NOS. 183-80, 186-80, 188-80,
187-80, 188-80, 189-80, AND 190-80
Wm. A. Davidson
CHAIRMAN, COUNTY COUNCIL

PHOTOGRAMMETRIC MAP OF BALTIMORE COUNTY METROPOLITAN AREA

REVISIONS		SCALE	LOCATION	SHEET	
BY	DATE	1" = 200'	OAKLEIGH BAYNESVILLE	10-6	
Photometric	MAP: 14-II-70 INDEX				
DATE OF PHOTOGRAPHY APRIL, 1953					
Compiled By: Photogrammetric Methods AERO SERVICE CORPORATION-PHILADELPHIA, PA.					





N - NW N - NE
R - SW R - SE

1988 COMPREHENSIVE ZONING MAP
Adopted by the Baltimore County Council
Oct. 13, 1988
Bill Nos. 144-88, 145-88, 146-88, 147-88, 148-88, 149-88, 150-88, 151-88, 152-88, 153-88, 154-88, 155-88, 156-88, 157-88, 158-88, 159-88, 160-88

Chairman, County Council

THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD. 21210

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
OFFICIAL ZONING MAP

SCALE 1" = 200' ±	LOCATION OAKLEIGH BAYNESVILLE	SHEET N.E. 10-C
DATE OF PHOTOGRAPHY JANUARY 1986		

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

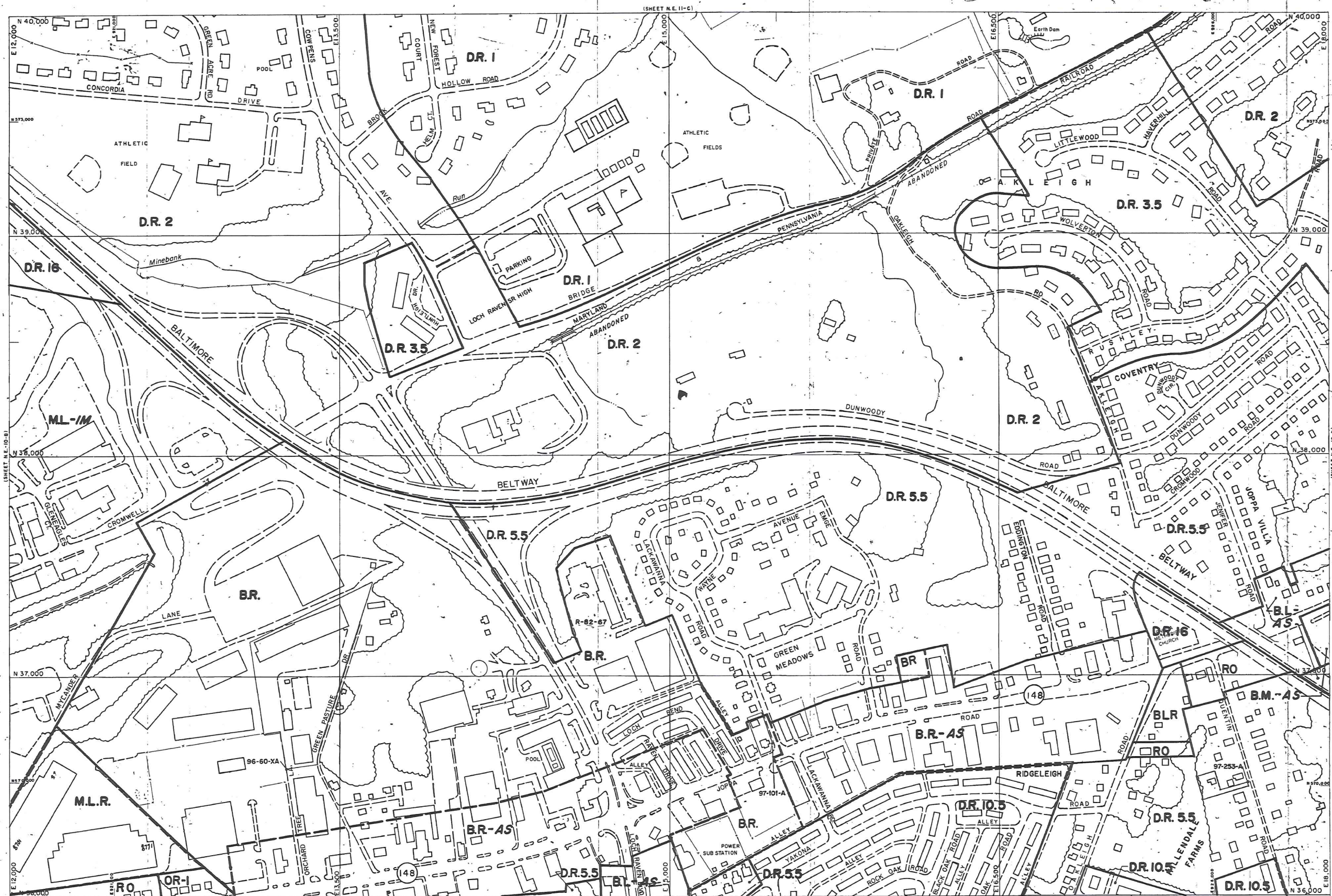
DRAWING NUMBER
NE 10-C

PLAN HOLD CORPORATION • N. VINYL CALIFORNIA

PLAN HOLD CORPORATION • IRVINE CALIFORNIA

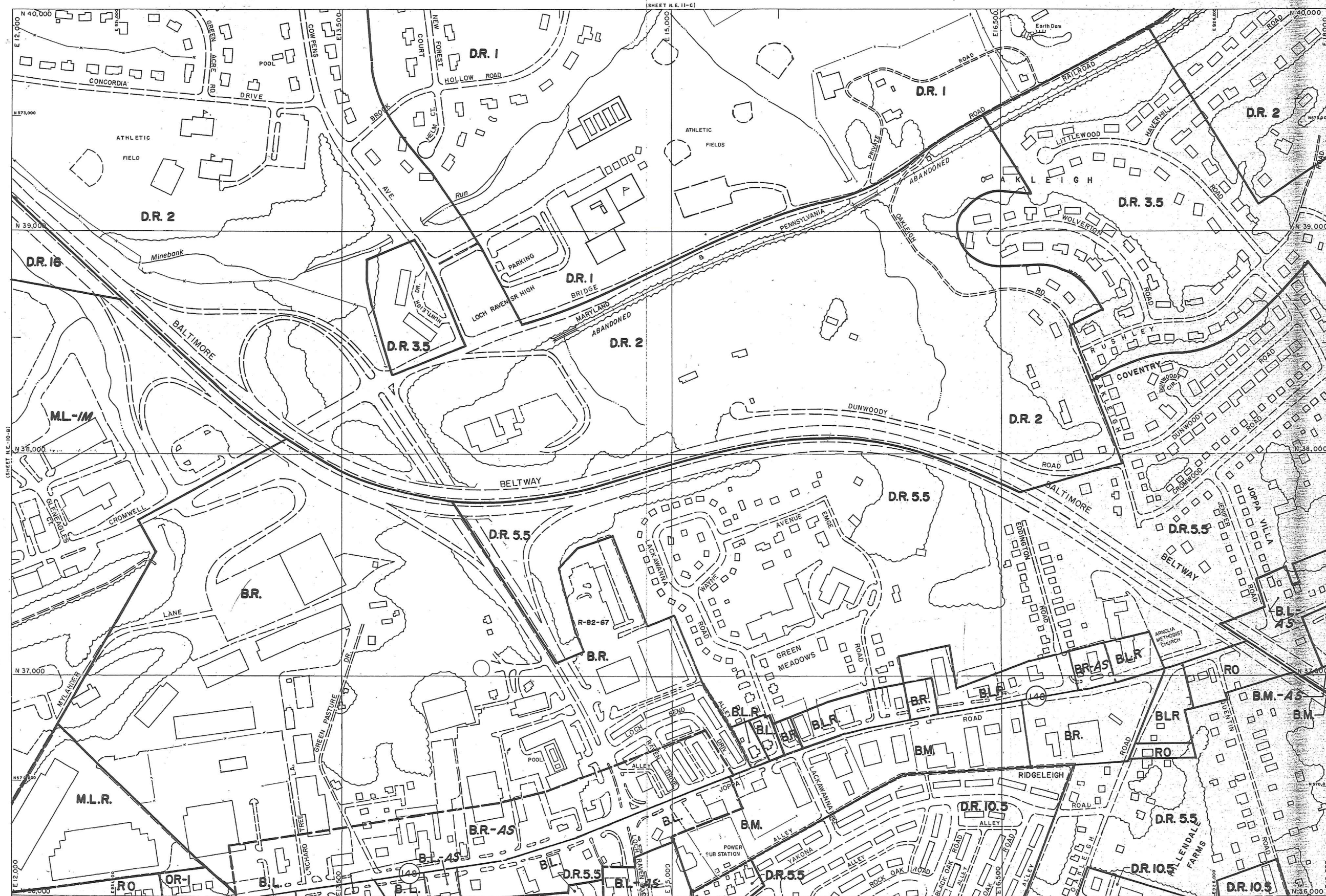
PLEASE HOLD CONFORMATION • INVITE CALLIPOLINA

FLORIAN COFFY, CHRISTOPHER J. HAYES, ANDREW WALLACE, CHRISTOPHER



SHEET
N.E.
10-C

THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD. 21210



2000 COMPREHENSIVE ZONING MAP
ADOPTED by
THE BALTIMORE COUNTY COUNCIL
OCTOBER 10, 2000
Title Nos. 87-00, 88-00, 89-00, 90-00, 91-00, 92-00, 93-00,

THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD. 21210

Joseph B. ...
Chairman, County Council

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING OFFICIAL ZONING MAP

SCALE	LOCATION	SHEET
1" = 200' ±	OAKLEIGH BAYNESVILLE	N.E. 10-C
DATE OF PHOTOGRAPHY JANUARY 1986		

NE 10 C



Plan Sheet: 070C2

Note:
The zoning depicted in this application incorporates the actions associated with County Council Bills 62-04, 83-04, 84-04, 85-04, 86-04, 87-04, 88-04, and 89-04 adopted by the County Council on August 31, 2004. The action associated with County Council Bill 130-04 adopted on December 6, 2004 is also depicted. In addition, County Board of Appeals actions from MC 05-01, MC 05-02, MC 05-03, and MC 05-04 on February 9, 2005 are represented in this application.

Legend

- Zoning
- Streams
- Vegetation
- Buildings
- Roads
- Rail Lines

Baltimore County Office of Planning and Zoning Official Zoning Map

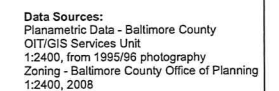
070A1	070B1	070C1	071A1	071B1
070A2	070B2	070C2	071A2	071B2
070A3	070B3	070C3	071A3	071B3

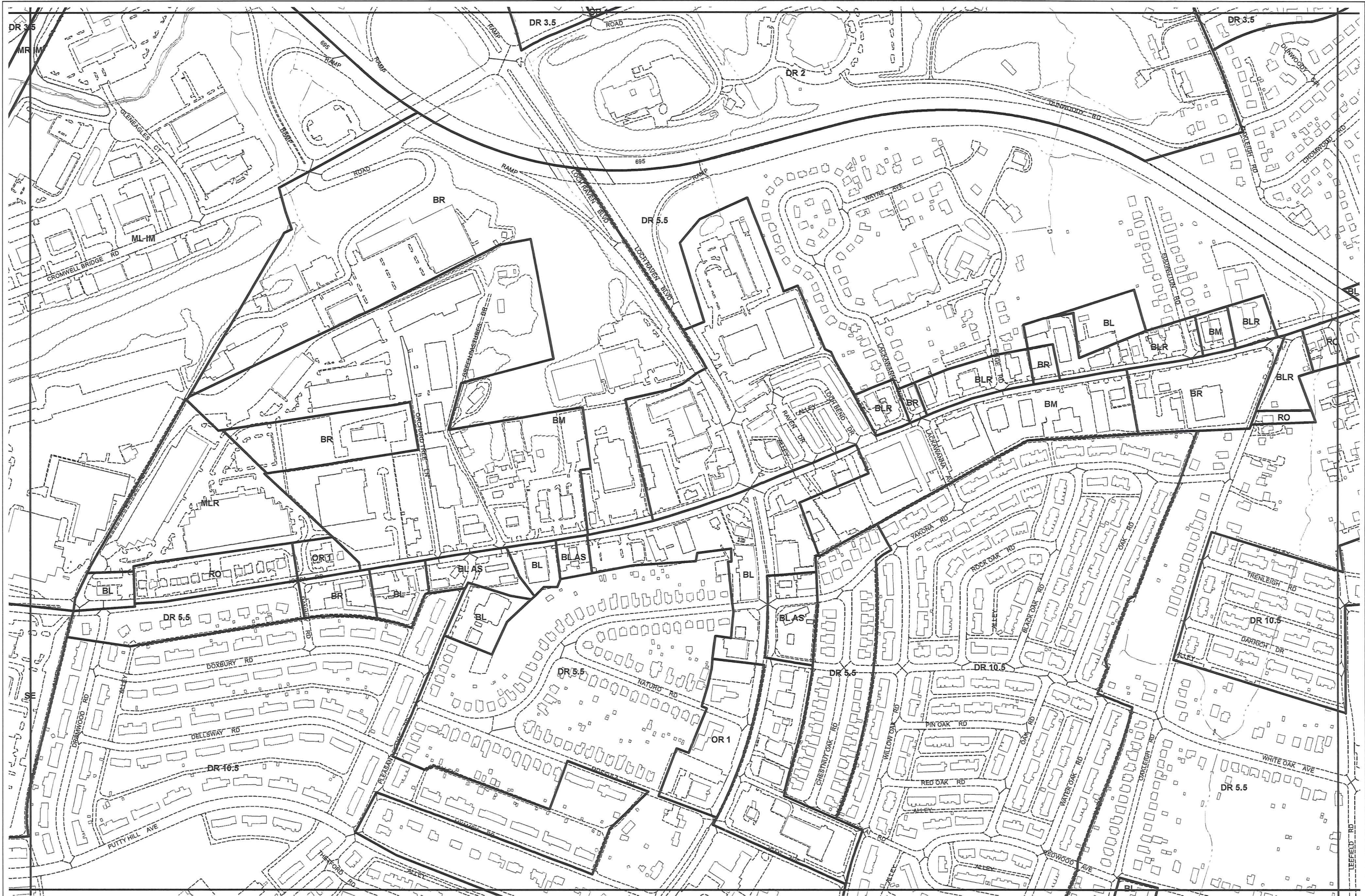
Scale
1" = 200'

0 100 200 400 Feet

1

Data Sources:
Planimetric Data - Baltimore County
OIT/GIS Services Unit
1:2400, from 1995/96 photography
Zoning - Baltimore County Office of Planning
1:2400, 2004

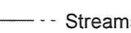




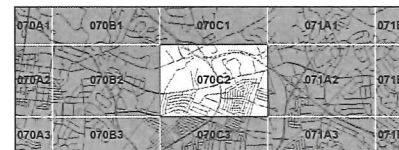
Plan Sheet: 070C2

Note:
The zoning depicted in this map incorporates the actions associated with 2012 Comprehensive Zoning Map Process and Baltimore County Board of Appeals actions through December 31, 2012.

Legend

- | | | |
|---|--|--|
|  Zoning |  Streams |  Rail Lines |
|  Buildings |  Roads |  Vegetation |

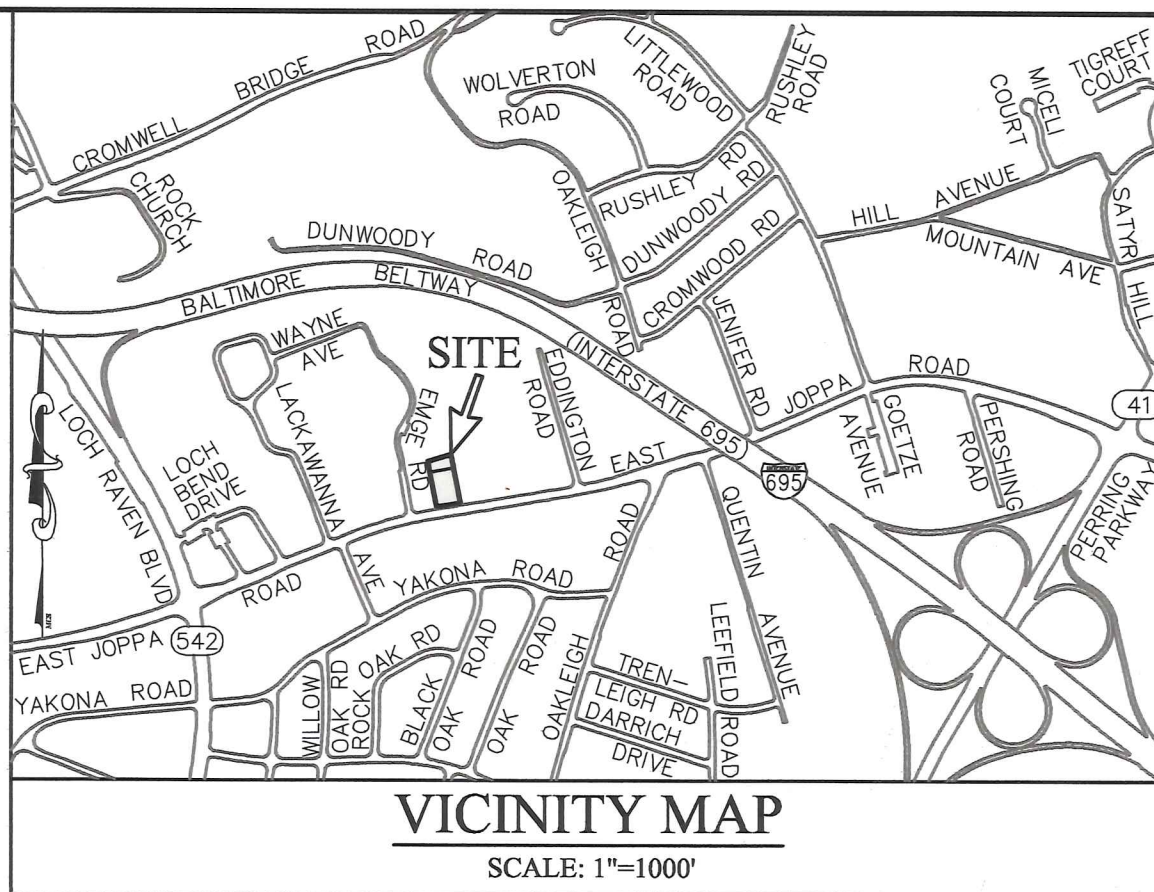
**Baltimore County
Department of Planning
Official Zoning Map**



Scale
1" = 200'
0 100 200 400 Feet



Data Sources:
Planimetric Data - Baltimore County
OIT/GIS Services Unit
1:2400, from 2008 photography
Zoning - Baltimore County Office of Planning
1:2400, 2012



SITE DATA

1. NET TRACT AREA: PARCEL 487 - 0.186 AC.± (8,121 SF)
2. SITE IS ZONED BL, BLR & DR 5.5; 200 SCALE MAP 07002.
3. OWNER:
1746 EAST JOPPA ROAD ASSOCIATES LLC
P.O. BOX 55
GLENELG, MD 21737
4. TAX ACCOUNT NUMBER: 0902651730
5. DEED: 13847/138
6. TAX MAP NO.: 70 GRID: 12 PARCELS: 487
7. THIS SITE IS LOCATED WITHIN THE LOWER GUNPOWDER FALLS WATERSHED.
8. THIS SITE IS LOCATED WITHIN AN AREA OF CONCERN FOR SEWERAGE BASED ON THE 2018 BASIC SERVICES MAPS, PURSUANT TO SECTION 4A02, BCZR.
9. THIS SITE IS NOT LOCATED WITHIN A FLOOD PLAIN.
10. THIS SITE IS NOT LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
11. THERE ARE NO KNOWN ENDANGERED SPECIES HABITATS, ARCHAEOLOGICAL OR HISTORICAL SITES, OR CONTAMINATED AREAS ON THE SUBJECT PROPERTY.
12. THIS SITE HAS NO ACTIVE ZONING VIOLATIONS.
13. CURRENT USE: COMMERCIAL
14. PROPOSED USE: COMMERCIAL
15. ALL DAMAGED OR DISABLED VEHICLES WILL BE PARKED INSIDE THE BUILDING ON THE SITE.

PRIOR ZONING HISTORY

1. CASE # 2686
GRANTED BY DEPUTY ZONING COMMISSIONER
ORDER DATE: 9/29/1953

RECLASSIFICATION FROM AN "A" RESIDENCE ZONE TO AN "E" COMMERCIAL ZONE.
2. CASE # 4780
WITHDRAWN BY PETITIONER
ORDER DATE: N/A

RECLASSIFICATION FROM A R-6 ZONE TO A BR ZONE.
3. CASE # R-1964-0134-A
GRANTED BY ZONING COMMISSIONER
ORDER DATE: 5/13/1964

RECLASSIFICATION FROM A R-6 ZONE TO A BR ZONE AND VARIANCE TO PERMIT A SIDE YARD ALONG THE WEST PROPERTY LINE OF 15 FEET IN LIEU OF THE REQUIRED 30 FEET.
4. CASE # R-1969-0181-A
GRANTED BY ZONING COMMISSIONER
ORDER DATE: 2/28/1969

RECLASSIFICATION FROM A R-6 ZONE TO A BR ZONE AND VARIANCES TO PERMIT A ZERO (0) FOOT SIDE YARD IN LIEU OF THE REQUIRED 30 FEET FROM THE WEST PROPERTY LINE, A 15 FOOT SIDE YARD IN LIEU OF THE REQUIRED 30 FEET FROM THE EAST PROPERTY LINE, AND TO PERMIT 38 PARKING SPACES IN LIEU OF THE REQUIRED 44 SPACES.
5. CASE # R-1972-0051-A
DENIED BY DEPUTY ZONING COMMISSIONER
ORDER DATE: 11/12/1971

DECISION APPEALED ON 11/17/1971
GRANTED BY THE COUNTY BOARD OF APPEALS
ORDER DATE: 6/26/1972

RECLASSIFICATION FROM A DR-5.5 ZONE TO A BR ZONE AND VARIANCES TO PERMIT A ZERO (0) FOOT SIDE YARD FROM THE WEST PROPERTY LINE, A 5.25 FOOT SIDE YARD FROM THE EAST PROPERTY LINE, AND A ZERO (0) FOOT REAR YARD IN LIEU OF THE REQUIRED 30 FOOT SIDE YARD AND REAR YARD.
6. CASE # R-1972-0198
GRANTED BY DEPUTY ZONING COMMISSIONER
ORDER DATE: 3/15/1972

RECLASSIFICATION FROM A DR-5.5 ZONE TO A BR ZONE.

FLOOR AREA RATIO (FAR)

GROSS FLOOR AREA:	7,200 SF
GROSS SITE AREA:	8,121 SF
FLOOR AREA RATIO:	7,200 SF / 8,121 SF = 0.89

PARKING SPACE REQUIREMENTS

AUTOMOBILE SERVICE GARAGE USE: 2,900 SF

AUTOMOBILE SERVICE GARAGE USE:
3.3 SPACES PER 1,000 SF GROSS FLOOR AREA
3.3 SPACES X 2,900 SF / 1,000 SF = 9.6 SPACES REQUIRED, USE 10

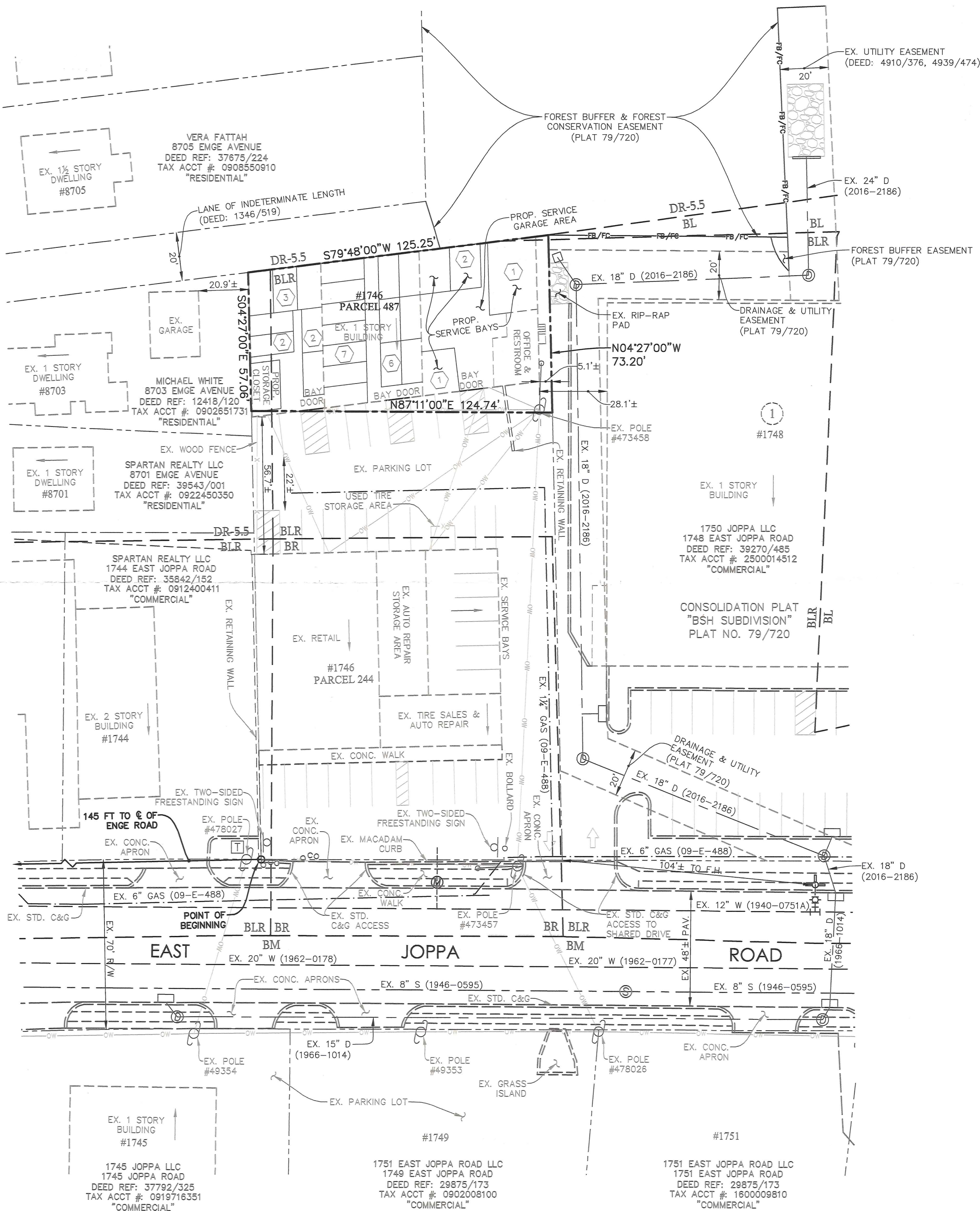
A TOTAL OF 10 PARKING SPACES ARE REQUIRED FOR THIS SITE FOR AUTOMOBILE SERVICE GARAGE USE. THERE ARE 24 TOTAL PROPOSED PARKING SPACES PROVIDED, THEREFORE, PARKING REQUIREMENTS ARE MET FOR THIS SITE.

SPECIAL HEARING RELIEF

1. A REQUEST FOR CONFIRMATION THAT A PERMIT FOR A SERVICE GARAGE USE CAN BE ISSUED SINCE IT IS A LEGAL NONCONFORMING USE; AND
2. FOR SUCH OTHER AND FURTHER RELIEF AS MAY BE REQUIRED BY THE ADMINISTRATIVE LAW JUDGE FOR BALTIMORE COUNTY.

CASE NO.: 2019-0254-SPH
PLAN TO ACCOMPANY ZONING PETITION
#1746 EAST JOPPA ROAD

DISTRICT 9c5
SCALE: 1"=30'
BALTIMORE COUNTY, MD
MARCH 1, 2019



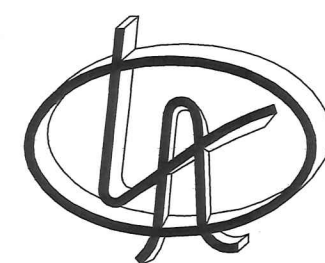
LEGEND

- SANITARY MANHOLE
- STORM DRAIN MANHOLE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- CLEANOUT
- UTILITY POLE
- GUY WIRE
- (TBR) TO BE REMOVED

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.

LICENSE NO. 16019, EXPIRATION DATE: 5/8/20.



LITTLE & ASSOCIATES, INC.
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