

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (“First Amendment”) is made and entered into this 7th day of July 2021, by and between **PD 451 HUNGERFORD, LLC f/k/a 369, LLC**, a Maryland limited liability company (the “Licensor”), and **Montgomery County, Maryland** (the “Licensee”).

WITNESSETH:

WHEREAS, Licensee and Licensor entered into a certain license agreement dated May 4, 2018 (the “Agreement”), for the use of certain parking facilities located 451 Hungerford Drive, Rockville, Maryland 20850 (the “Property”); and

WHEREAS, such Agreement provided Licensee with the use of thirty (30) non-designated parking spaces on the Property and pedestrian, and vehicular access to such parking spaces (the “Premises”); and

WHEREAS, the parties recognize that such Agreement expired on January 31, 2020 and that Licensee has been in continuous possession of the Premises since that time, on a month-to-month basis, pursuant to the terms of the Agreement, and remains in such possession as of the date of this First Amendment; and

WHEREAS, Licensor and Licensee seek to restate and amend certain provisions of the Agreement; and

WHEREAS, the terms of this First Amendment supersede and control any provisions of the Agreement which conflict herewith; and

NOW, THEREFORE, in consideration of the Premises and the mutual covenants herein contained, the parties undertake and agree to amend the Agreement, **effective as of July 1, 2021 (the “Effective Date”)**, as follows:

1. **Premises**: As of the Effective Date, Section 1 of the Agreement is deleted in its entirety and replaced with the following:

The Licensor does hereby provide to Licensee the space described as consisting of ten (10) non-designated parking spaces and pedestrian, and vehicular access to the parking spaces as shown on Exhibit A attached hereto and incorporated herein (hereinafter the “Premises”).

2. **Term**: The term of the Agreement, as stated in Section 2 thereof, is hereby restated and modified to extend the expiration date of such term as follows:

The term of the Agreement, which commenced pursuant to such Agreement, shall continue on a month-to-month basis, and shall end no later than January 31, 2023. Either Licensor or Licensee shall have the right to terminate this Agreement upon giving thirty (30) days' written notice to the other of its intention to so terminate.

3. **Rent**: As of the Effective Date, Section 3 of the Agreement is deleted in its entirety and replaced with the following:

During the term of the Agreement, as extended hereby, the Licensee will pay as rent the sum of Seven Hundred Fifty Dollars (\$750.00) per month. Such rent shall be paid in advance on the first day of each month during the term of the Agreement and shall be made payable to and at the office of PD 451 Hungerford, LLC, c/o Promark Partners, 451 Hungerford Drive, Suite 700, Rockville, MD 20850 or any other address or party as Licensor may direct in writing. Rental shall be prorated for any month during which the Licensee occupies the Premises for less than 30 days. Licensee shall not be charged or assessed any other additional rental, utility charge, taxes, or any other expense incidental to or associated with this Agreement and the use of the Premises.

4. **Miscellaneous:** This First Amendment modifies the terms and conditions contained in the Agreement as specified herein. Any terms and/or conditions contained in the Agreement not specifically addressed in this First Amendment, including but not limited to "Non-Appropriation" in Section 16 of the Agreement, shall continue in full force and effect as part of this First Amendment throughout its term, except that, unless provided to the contrary hereinabove, any provisions contained in the Agreement providing for delay of payments from Licensee to Licensor, for abatement of rent, for payments by Licensor to Licensee, for renewal and/or extension of the term, for early termination of the Agreement by the Licensee, or for work by Licensor (with the exception of Licensor's responsibilities under Section 7 of the Agreement), shall no longer be in effect and shall not apply to this First Amendment. The Agreement as amended by this First Amendment, constitutes the entire agreement of the parties with respect to the Premises, and there are no oral agreements between the parties. The laws of the State of Maryland will govern the terms of this First Amendment (excluding its choice of law provisions). This Amendment may be executed in several counterparts and shall be valid and binding with the same force and effect as if all parties executed the same Amendment.

EXCEPT AS HEREIN AMENDED, all other terms and provisions of the Agreement are and remain unchanged and in full force and effect between the parties hereto.

WITNESS/ATTEST:



LICENSOR:

PD 451 HUNGERFORD, LLC

By: 

Name: Robert L. Erisinger

Title: Manager

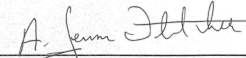
Date: 6/29/2021

WITNESS/ATTEST:



LICENSEE:

**MONTGOMERY COUNTY,
MARYLAND**

By: 

Name: Jerome Fletcher

Title: Assistant Chief Admin. Officer

Date: 7/7/21

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

BY: 

Date: 7/6/2021

EXHIBIT “A”

PREMISES

