

## FIRST OMNIBUS AMENDMENT TO AND EXTENSION OF LEASE

**THIS FIRST OMNIBUS AMENDMENT TO AND EXTENSION OF LEASE** (this “Amendment”) is entered into as of November 22, 2024 (the “Effective Date”) by and between **ROCKVILLE MD I SGF, LLC**, a Delaware limited liability company (“Landlord”), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (“County”) (Landlord and County may be referred to herein individually as a “Party” and collectively as the “Parties”).

### RECITALS:

A. Landlord, as successor-in-interest to Government Properties Income Trust LLC, a Delaware limited liability company, and County entered into that certain Lease Agreement dated October 2, 2015, as amended by that certain First Amendment to Lease dated September 26, 2016 (collectively, the “First Lease”), pursuant to which Landlord leases to County and County leases from Landlord certain premises containing approximately 104,373 rentable square feet of office space and identified in the First Lease as “Premises A,” “Premises B,” “Premises C,” and “Premises D” (the “First Premises”) in the building (the “Building”) located at 1401 Rockville Pike, Rockville, Maryland, all as more particularly described in the First Lease;

B. Landlord, as successor-in-interest to Government Properties Income Trust LLC, a Delaware limited liability company, and County also entered that certain Lease dated May 1, 2019 (the “Second Lease”), pursuant to which Landlord leases to County and County leases from Landlord certain premises containing approximately 3,324 rentable square feet of office space in the Building and known as Suite 420 (the “Second Premises”). The First Lease and Second Lease are referred to individually herein as a “Lease” and collectively as the “Leases.”

C. As of the Effective Date, County’s Proportionate Share collectively with respect to the First Premises and Second Premises equals 57.15%.

D. The initial Term of both the First Lease and Second Lease expires September 30, 2026. Landlord and County desire to amend the Leases to, *inter alia*, extend the initial Term of the Leases as more fully set forth herein.

**NOW, THEREFORE**, in consideration of the aforesaid premises and the other agreements and covenants hereafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. As used herein the term “Lease” shall mean the Lease as amended by this Amendment.

2. Definitions. All capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the First Lease and Second Lease, as the case may be, unless otherwise specified herein. References herein to the “Term” shall be deemed to mean the term of each Lease. References to the “Premises” shall mean, collectively, the First Premises and Second Premises.

3. Reduction of First Premises. Effective as of October 1, 2024 (the “Reduction Date”), (i) the First Premises is hereby amended and reduced to be 100,410 rentable square feet of space as depicted on Exhibit A attached hereto and incorporated herein, it being acknowledged that County is surrendering a portion of Premises A containing 3,963 rentable square feet of space identified as Suite 130 (the “Surrender Space”); (ii) the total square footage of the combined Premises shall equal 103,734 rentable square feet; and (iii) County’s Proportionate Share with respect to the combined Premises is hereby amended and reduced to be 55.05%. County shall have a period of four (4) months from the Effective Date to vacate the Surrender Space. Landlord acknowledges that County shall surrender the Surrender Space in its “as-is” condition existing as of the Effective Date. In addition, Landlord agrees that County’s obligation to pay Base Annual Rent and Additional Rent on account of Real Estate Taxes and Operating Costs with respect to the Surrender Space is hereby terminated effective as of the Reduction Date. As a result, Landlord shall provide a credit against Rent equal to the amount of Base Annual Rent and Additional Rent on account of Real Estate Taxes and Operating Costs paid by County for the period commencing on the Reduction Date through the Effective Date of this Amendment. The parties acknowledge that the monthly amount of Base Annual Rent and Additional Rent on account of Real Estate Taxes and Operating Costs equals \$9,842.01. If the Effective Date of this Amendment is not the last day of the month, the amount of the credit shall be appropriately prorated. County shall otherwise comply with all terms and conditions of the First Lease with respect to the Surrender Space until same shall be fully vacated and surrendered to Landlord.

4. Conference Space. Landlord agrees to convert a portion of the Surrender Space to common area conference space (the “Conference Space”) consistent with common area conference space available in buildings similar to the Building in the North Bethesda/Rockville area. The Conference Space shall be available to all tenants of the Building (including the County) on a first-come, first-serve basis, subject to availability and scheduling. County’s use of the Conference Space during regular business hours shall be free of charge, provided that any after-hours use of the Conference Space shall be subject to Landlord’s charges for after-hours HVAC use and if necessary due to County’s use, cleaning at the current rates as reasonably set by Landlord from time to time and consistently applied to all tenants in the building. County will not have the ability to have a standing or permanent reservation of the Conference Space but shall be permitted to reserve the Conference Space with advance notice not earlier than 180 days and no later than 24 hours (subject to availability). Use of the Conference Space shall be subject to all rules and regulations regarding the use of the Conference Center as Landlord may impose consistently applied to all tenants in the building from time to time, including, without limitation, restrictions on frequency, hours and length of use, and if necessary due to County’s use, cleaning and trash dispensing requirements. County acknowledges, understands and agrees that Landlord makes no representation or warranty to County that the Conference Space will be available for use by County at any particular time or from time to time.

5. Term. The Term of each Lease is hereby extended for a period of one hundred forty-four (144) calendar months (the “Extended Term”) commencing on October 1, 2024 (the “Extended Term Commencement Date”) and expiring on September 30, 2036 (the “Expiration Date”).

6. Base Annual Rent. During the Extended Term, County shall pay Base Annual Rent for the entire Premises (i.e., inclusive of all space included in the First Premises and Second Premises) in the following amounts:

<u>Months</u>	<u>Base Annual Rent</u>	<u>Base Monthly Rent</u>	<u>Base Annual Rent per RSF</u>
10/1/2024 – 9/30/2025*	\$2,515,549.50	\$209,629.13	\$24.25
10/1/2025 – 9/30/2026*	\$2,578,438.24	\$214,869.85	\$24.86
10/1/2026 – 9/30/2027	\$2,642,899.19	\$220,241.60	\$25.48
10/1/2027 – 9/30/2028	\$2,708,971.67	\$225,747.64	\$26.11
10/1/2028 – 9/30/2029	\$2,776,695.97	\$231,391.33	\$26.77
10/1/2029 – 9/30/2030	\$2,846,113.36	\$237,176.11	\$27.44
10/1/2030 – 9/30/2031	\$2,917,266.20	\$243,105.52	\$28.12
10/1/2031 – 9/30/2032	\$2,990,197.85	\$249,183.15	\$28.83
10/1/2032 – 9/30/2033	\$3,064,952.80	\$255,412.73	\$29.55
10/1/2033 – 9/30/2034	\$3,141,576.62	\$261,798.05	\$30.28
10/1/2034 – 9/30/2035	\$3,220,116.04	\$268,343.00	\$31.04
10/1/2035 – 9/30/2036	\$3,300,618.94	\$275,051.58	\$31.82

\* Provided County is not in Default under the Lease(s) beyond notice and cure periods in the Lease, County shall be entitled to an abatement of Base Annual Rent in an amount equal to fifty percent (50%) (the “Abated Rent”) of the Base Annual Rent payable during the first eighteen (18) months of the Extended Term (i.e., from October 1, 2024 through March 31, 2026) (the “Abatement Period”). In the event County Defaults under the Lease, the Abated Rent shall become immediately due and payable and any future Abated Rent shall be cancelled. However, if County cures such Event of Default, then the Abated Rent shall be credited back to County. For the avoidance of doubt, in no event shall the foregoing be deemed to reduce or eliminate County’s obligation to pay County’s Proportionate Share of Operating Expenses

7. Base Year Operating Expenses and Real Estate Taxes.

(a) The term “Base Year Operating Expenses” as defined in Section 5(a) of each Lease is hereby amended to mean the Operating Expenses for the 2026 calendar year. Commencing on January 1, 2027, County shall pay, as Additional Rent, County’s Proportionate Share of increases in Operating Expenses during each calendar year over the Base Year Operating Expenses (as such term is amended hereby).

(b) The term “Base Year” as defined in Section 6(a) of each Lease is hereby amended to the calendar 2026 year. Commencing January 1, 2027, County shall pay, as Additional Rent, County’s Proportionate Share of increases in Real Estate Taxes over the Real Estate Taxes assessed against the Property attributable to the Base Year (as such term is amended hereby).

8. Improvement Allowance. Provided the Leases are in full force and effect and County is not in Default thereunder beyond applicable notice and cure periods, Landlord shall provide County with an amount equal to up to Forty and 00/100 Dollars (\$40.00) per rentable square foot of the Premises (inclusive of both the First Premises and Second Premises) (i.e., up to \$4,149,360.00) (the “Improvement Allowance”), which County may apply to the hard and soft costs of certain improvements to the Premises (collectively, the “Improvement Work”) (provided that the Improvement Allowance may not be used to pay for any of County’s computer and/or telecommunications cabling or any furniture, fixtures or equipment). Landlord’s obligations with respect to payment for the Improvement Work, regardless of whether County or Landlord performs the Improvement Work, shall in no event exceed the Improvement Allowance. If the final costs of the Improvement Work exceed the Improvement Allowance, those excess costs shall be paid by County.

9. Performance of the Improvement Work. County may elect to either (i) perform the Improvement Work, or (ii) have Landlord perform the Improvement Work, subject to the following:

(a) If County elects to perform the Improvement Work, the performance thereof and the payment of the Improvement Allowance shall be subject to the following:

(i) Within ninety (90) days following County’s election to perform the Improvement Work, County shall deliver for Landlord’s approval, not to be unreasonably withheld, conditioned or delayed, (1) a proposed design and construction schedule (the “Schedule”), and (2) specifications and engineered drawings for the Improvement Work (the “Plans and Specifications”), and (3) a cost proposal (the “Cost Proposal”) prepared in accordance with the Plans and Specifications approved by the Parties, which proposal shall include, as nearly as possible, the cost of the Improvement Work, and shall be available to Landlord on an open book basis (that is, County shall make available to Landlord the economic terms of the construction agreement with County’s contractor (including, without limitation, the cost of labor and materials, contractor fees, and permit fees), as well as all bids received by County for the Improvement Work, and reasonable documentation supporting County’s estimate of plan preparation costs and all other costs of the Improvement Work). Upon Landlord’s approval of the foregoing, County shall have the right to purchase all materials and to promptly commence the construction of the Improvement Work in accordance with the Plans and Specifications.

(ii) County shall select a contractor to construct the Improvement Work in accordance with the Plans and Specifications and Schedule (the “County Contractor”). The selection of the County Contractor shall be subject to Landlord’s approval, not to be unreasonably withheld, conditioned or delayed. Further, County shall provide Landlord with a list of all proposed subcontractors, and Landlord shall have the right to reasonably approve or disapprove all proposed subcontractors. County shall ensure that the County Contractor only contracts with the subcontractors and suppliers approved in writing by both Landlord and County.

(iii) County shall cause the County Contractor to obtain all applicable building permits and licenses required by all applicable governmental authorities for

construction of the Improvement Work (collectively, the “Permits”). Landlord shall reasonably cooperate with County to execute documents and facilitate the application for all Permits. County shall provide Landlord with copies of all Permits upon receipt.

(iv) If County wishes to make changes to the approved Plans and Specifications or the agreed Cost Proposal, County shall request such changes in writing and detailing the nature and extent of any such change, including any changes to the approved Schedule. Landlord shall not unreasonably withhold or delay its consent to a change, provided that if County requests a change that increases the agreed Cost Proposal above the Improvement Allowance, Landlord shall not be obligated to approve such change unless County agrees in writing to pay any such increase in costs. If any of the Permits must be modified or replaced as a result of such change, County shall promptly provide Landlord with a copy of such modified or replaced Permits.

(v) Promptly after issuance of the Permits, County shall diligently and continuously perform the Improvement Work to achieve substantial completion in full compliance with the approved Plans and Specifications, the approved Schedule, and the Lease. County shall perform the Improvement Work in a safe and lawful manner. County shall comply with all applicable laws and all Permits issued in connection with the performance of the Improvement Work. Any portion of the Improvement Work which is not acceptable to any applicable governmental body, agency, or department shall be promptly repaired or replaced by County.

(vi) Before starting the Improvement Work, County shall deliver to Landlord certificates of insurance from the County Contractor evidencing the liability coverages required for all contractors pursuant to the terms, provisions, and requirements of the Lease.

(vii) County and its employees, agents, contractors, consultants, subcontractors, mechanics, suppliers, and invitees, whether or not directly employed by County, shall comply with the Building's construction rules which are in effect from time to time.

(viii) Any Improvement Work to be performed in areas outside of the Premises shall be performed only after obtaining Landlord's express written permission, which shall not be unreasonably withheld, conditioned, or delayed, and shall be performed only if an agent or employee of Landlord is present. County shall reimburse Landlord for the expense of any such agent or employee.

(ix) Within ten (10) days after substantial completion of the Improvement Work, Landlord and County shall meet to conduct a joint walk-through of the Premises in order to prepare a “punch list,” which County shall thereafter diligently complete.

(x) Landlord shall pay the costs of the Improvement Work in an amount up to, but not exceeding, the Improvement Allowance. If the final costs for the Improvement Work exceed the Improvement Allowance, those excess costs shall be paid

by County. Provided the Lease is in full force and effect, and County is not in Default thereunder beyond any applicable notice and cure period, Landlord shall pay the Improvement Allowance in installments as the Improvement Work progresses upon County's written request therefore (each, a "Draw Request"), which request shall be accompanied by:

- (1) paid invoices for the Improvement Work performed since the last disbursement, subject to customary retentions not to exceed ten percent (10%);
- (2) a certificate signed by the County's contractor certifying that the Improvement Work represented by the aforesaid invoices has been satisfactorily completed in accordance with the plans and specifications approved by Landlord; and
- (3) partial lien waivers by the County's contractor and all subcontractors for the Improvement Work covered by the prior disbursement.

Upon Landlord's receipt and approval of the Draw Request, Landlord shall pay the Draw Request within thirty (30) days, unless Landlord notifies County, in writing, of its rejection (and the reasons therefor) of any or all the Draw Request, in which event Landlord shall pay the Draw Request within thirty (30) days of receipt of a revised Draw Request that includes all reasonably required materials.

(xi) Following substantial completion of the Improvement Work, County shall submit to Landlord the final Draw Request, which shall include:

- (1) "as built" drawings showing all the Improvement Work;
- (2) a detailed breakdown of County's final and total construction costs, together with receipted invoices showing payment thereof;
- (3) a certified, written statement from County or County's general contractor that all Improvement Work has been completed in accordance with the Approved Working Drawings;
- (4) supporting final lien waivers, and releases executed by County's contractor and all subcontractors; and
- (5) a copy of a certificate of occupancy or temporary certificate of occupancy required with respect to the Premises, if applicable, together with all licenses, certificates, permits, and other government authorizations necessary in connection with Improvement Work.

(b) If County elects to have Landlord perform the Improvement Work, the following provisions shall apply:

(i) County shall be responsible for the preparation of Plans and Specifications, which shall be submitted to Landlord for approval, such approval not to be unreasonably withheld, conditioned or delayed.

(ii) Landlord shall enter into a construction contract for the performance of the Improvement Work with a contractor acceptable to County and acceptable to Landlord in its reasonable discretion. Landlord shall obtain at least three (3) bids from general contractors approved by Landlord and shall select the lowest qualified bidder unless otherwise approved by Tenant.

(iii) After selection of the general contractor, Landlord will provide County a Cost Proposal prepared in accordance with the Plans and Specifications approved by the Parties, which proposal shall include, as nearly as possible, the itemized line-item costs of the Improvement Work. Within thirty (30) days after receipt of same, County shall either (1) approve the Cost Proposal, or (2) have a one-time right to proposed modifications to the approved Plans and Specifications in order to reduce the cost of the Improvement Work, provided that County shall only have such right if the Cost Proposal exceeds the amount of the Improvement Allowance. Any proposed changes to the Plans and Specifications (whether arising in relation to the foregoing or otherwise) shall be subject to Landlord's reasonable approval. If Landlord approves such changes, (x) County shall have the Plans and Specifications revised in accordance with the approved revisions, and (y) Landlord shall submit a revised Cost Proposal to County. County shall notify Landlord in writing within fifteen (15) days whether it desires to proceed with such revisions.

(iv) County's final approval of the Plans and Specifications and Cost Proposal shall be authorization by County for Landlord to purchase all materials set forth in the Cost Proposal and to promptly commence the Improvement Work in accordance with the Plans and Specifications.

(v) Landlord shall cause its contractor to obtain all Permits.

(vi) Within ten (10) days after Landlord advises County in writing that the Improvement Work is substantially complete, Landlord and County shall meet to conduct a joint walk-through of the Premises in order to prepare a "punch list," and Landlord shall use commercially reasonable efforts to complete any punch list work within thirty (30) days after such walk-through.

(vii) Landlord shall pay the costs of the Improvement Work in an amount up to, but not exceeding, the Improvement Allowance. Landlord shall be entitled to deduct from the Improvement Allowance a fee (the "Landlord Coordination Fee") equal to three percent (3%) of the total construction costs of the Improvement Work if the costs of the Improvement Work exceed \$500,000.00 or a fee of five percent (5%) of the total construction costs of the Improvement Work if the costs of the Improvement Work are \$500,000.00 or less, which fee equals the actual fee charged to Landlord without mark-up by Landlord's property manager in connection with the Improvement Work.

(viii) If the costs of the Improvement Work (including without limitation costs associated with the design, permitting, and construction of the Improvement Work, and the Landlord Coordination Fee) exceeds the Improvement Allowance, the amount of such excess shall be paid by County to Landlord within thirty (30) days following delivery of an invoice therefor.

(c) Except as expressly modified herein, County acknowledges that all Improvement Work shall be subject to Section 14 of the Leases, including without limitation that all plans and specifications respecting such work and all contractors and subcontractors performing work in the Premises shall be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

(d) Effective upon the expiration of the Abatement Period or April 1, 2026, a portion of the Improvement Allowance in the amount of \$20.00 per rentable square foot of Premises totaling \$2,072,880.00 (the "Base Rent Credit Amount") shall be converted to a credit against the Base Annual Rent. Any portion of the remaining Improvement Allowance of up to \$20.00 per rentable square foot (i.e. \$2,072,880.00) (the "Credit Amount") not used on or before October 1, 2030 shall be used for Landlord to install new carpet in and paint the Premises (i.e., both the First Premises and Second Premises) at Landlord's sole cost and expense, provided, however, that in no event shall Landlord be required to expend more than the unused portion of the Credit Amount, and any additional costs, at the County's sole discretion and prior approval, shall be paid by the County.

10. HVAC Maintenance. The Parties acknowledge the County has been paying for maintaining the HVAC units/components listed on Exhibit B attached hereto (the "HVAC Units"). From and after the Effective Date, Landlord and Tenant, as applicable, shall maintain, repair, and replace such HVAC Units indicated as their respective responsibility on Exhibit B in accordance with the terms and conditions of the Lease, it being acknowledged that Landlord's costs in connection therewith shall constitute Operating Expenses.

11. Janitorial Services. In addition to the janitorial services set forth in Exhibit F of the First Lease and Second Lease, Landlord agrees to provide janitorial services provided in the dental suite located on the third floor of the Premises, which services shall be deemed part of Operating Expenses for purposes of calculating Base Year Operating Expenses (as such term is amended hereby). In the event Tenant's requirements exceed the janitorial services set forth in Exhibit F of the First Lease and Second Lease, Landlord shall notify Tenant of additional charges required to satisfy Tenant's request. At no point, will Landlord charge for services without Tenant's prior written approval. This shall include, but not be limited to, all hand towels, toilet paper, hand soap and cleaning supplies.

12. EV Charging Stations. Landlord agrees to install, at its sole cost and expense, three (3) electric vehicle charging stations (collectively, the charging stations, identification signage, and all related equipment and wiring, including without limitation conduit(s), transformers, low voltage panels and all circuits to provide electrical distribution and submeter(s), and other electrical infrastructure shall be referred to as the "EVCS") in locations of the surface parking lot or garage determined by Landlord in its reasonable discretion. Landlord shall use commercially reasonable complete such installation by June 30, 2025. Landlord reserves the right to relocate the



EVCS in Landlord's reasonable discretion upon advance written notice to Tenant. The EVCS shall collectively provide no less than 150KW of power. The Landlord's costs and expenses incurred in connection with the installation, maintenance, and operation of the EVCS shall constitute Operating Expenses. The utility consumption of the EVCS units shall constitute an Operating Expense to all Tenants in the building, provided that EVCS may be configured so that the user pays directly for any utility consumption. County acknowledges that the EVCS shall be available to all tenants of the Building on a non-exclusive first-come, first-serve basis. Tenant shall have the option to install additional EVCS stations at their cost throughout the Lease Term and any renewal periods within Tenant's designated parking areas within the parking garage or surface area, subject, however, to Landlord's approval as to all plans and specifications relating thereto, including without limitation the location and configuration thereof, such approval not to be unreasonably withheld, conditioned or delayed. In no event shall Landlord be liable to County nor shall County be entitled to any rental abatement for any stoppages or shortages of electrical power furnished to the EVCS, provided that Landlord shall use commercially reasonable efforts to resolve such stoppages or shortages. To the extent not prohibited by law, and to the extent not caused by the negligence or wrongful omissions of Landlord, its members, partners and their respective officers, agents, servants, employees and independent contractors, Landlord, its members, partners and their respective officers, agents, servants, employees, and independent contractors shall not be liable for, and County hereby waives any and all claims or causes of action in connection with, any damage either to person or property or resulting from the loss of use thereof, injuries or inconvenience to or interference with County's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss or damage sustained by County or by other persons claiming through County in connection with the EVCS.

13. Non-Appropriation. The fourth and fifth grammatical paragraphs of Section 26 of the First Lease are hereby deleted in their entirety, it being the intent of the Parties that County shall no longer be obligated to pay Landlord any termination fee, or reimbursement of transaction costs or be required to provide promissory notes in connection with a termination of the First Lease pursuant to Section 26 thereof. Landlord agrees to mark all promissory notes in Landlord's actual possession as "cancelled" and return same to County promptly following the full execution and delivery of this Amendment; provided, however, that Landlord acknowledges and agrees that County's obligations under such promissory notes are hereby fulfilled and no further actions or funds shall be required of County, irrespective of Landlord's compliance with the foregoing.

14. Self-Help Rights. Notwithstanding anything in the Leases to the contrary, in the event Landlord fails to pay (i) any portion of the Improvement Allowance, or (ii) the commission due to County's Broker as provided hereinbelow, County shall be permitted to pay such amounts and offset same against County's obligation to pay Rent until fully reimbursed. In addition, in the event Landlord fails to install new carpet in and/or paint the Premises as provided in Section 9(e) hereof, County may perform such work, and Landlord shall reimburse County for the reasonable, out-of-pocket costs incurred by County in connection therewith within thirty (30) days after receipt of County's written demand, which demand shall be accompanied by paid invoices for such work. If Landlord fails to reimburse County for such costs, County shall be permitted to offset same against County's obligation to pay Rent until fully reimbursed.

15. Parking Ratio. The Parties acknowledge that County is allocated up to three and five tenths (3.5) parking spaces per 1,000 rentable square feet of the First Premises under the First

Lease and up to two and five tenths (2.5) parking spaces per 1,000 rentable square feet of the Second Premises under the Second Lease (collectively, "County's Parking Ratio"). County's Parking Ratio is hereby amended to be 3.44 parking spaces per 1,000 rentable square feet of the Premises (collectively between the First Premises and Second Premises), or up to 358 parking spaces, all at no charge or cost to the County. All other terms and provisions of the Leases respecting parking remain in full force and effect.

16. As-Is Condition. County accepts the Premises in its "AS-IS, WHERE-IS" condition, and Landlord makes no representation or warranty concerning the condition of the Premises and has no obligation to construct, remodel, improve, repair, decorate or paint the Premises or any improvement on or a part of the Premises, except as may be otherwise set forth in the Lease and otherwise provided herein. County represents that (a) it has been in possession of the Premises pursuant to the Lease, (b) it has inspected the Premises prior to execution of this Amendment, (c) it is not relying on any statement, representation or warranty of Landlord, its employees or agents, and (d) is fully satisfied with the condition of the Premises.

17. No Default. Each of Landlord and County hereby affirm to each other that as of the Effective Date no breach, default, event of default, or other act, error, or omission which, with the giving of notice or passage of time or both would constitute a breach, default, or event of default by such party has occurred and is continuing under the Lease beyond any applicable notice or cure period.

18. Affirmation of Lease Terms. Except as modified by this Amendment, Landlord and County hereby ratify the Lease and agree that the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to "the Lease" or "this Lease" in the Lease shall mean the Lease as modified by this Amendment.

19. Mutual Authorization Representation. Each of Landlord and County hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized and executed by such party through proper written corporate or limited liability company action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

20. Brokerage. Landlord and County each represent that they had no dealings with any real estate broker, finder, or other person with respect to this Amendment in any manner, other than Jones Lang LaSalle representing County ("County's Broker") and Avison Young representing Landlord ("Landlord's Broker" and collectively with County's Broker, "Brokers"). Landlord shall pay any leasing commission due to the Brokers in connection with this Amendment pursuant to separate agreement(s). County shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Amendment or its negotiation by reason of the act of County. Landlord shall indemnify County and hold County harmless from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any other real

estate broker or agent in connection with this Amendment or its negotiation by reason of the act of Landlord.

21. Miscellaneous. The submission of an unsigned copy of this Amendment to County shall not constitute an offer. This Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns, (b) may be executed in two or more counterparts, all of which together shall constitute but one and the same agreement, (c) shall be governed by and construed in accordance with the laws of the State of Maryland, (d) shall constitute the entire agreement between the parties relating to the subject matter hereof, all prior negotiations, agreements, and understandings (not including the Lease, as amended), whether oral or written, being hereby superseded and terminated, and (e) shall become effective and binding only upon execution and delivery by both Landlord and County. The execution of facsimiles, including the use of electronic signatures, of this Amendment shall be binding on the parties hereto.

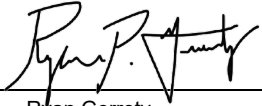
22. E-SIGN and Counterparts. Landlord and County agree: (a) that a party's electronic signature with respect to this Amendment has been executed or adopted by the signatory with the intent to sign, and be bound by, this Amendment; (b) delivery of this Amendment via electronic transmission or other electronic means shall be valid delivery for all purposes; (c) this Amendment and any additional information incidental hereto may be maintained as electronic records; (d) photocopies, facsimile transmissions, electronic images and other copies of this Amendment and/or its signature pages, shall be valid, binding, effective and enforceable the same as originals for all purposes, and may be so admitted in any judicial proceeding, regulatory proceeding or arbitration, and in making proof of this Amendment it shall be unnecessary to produce the original hereof or any or all original signature pages; and (e) each party agrees to take any and all reasonable actions, if any, as may be necessary or as may be reasonably requested by any other party to this Amendment to further evidence such party's intent to be bound by the provisions of this Amendment and to ensure compliance with the provisions of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001, et seq., the Uniform Electronic Transactions Act as incorporated into applicable law, and any other applicable law pertaining to electronic signatures.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Landlord and County have executed this Amendment to be effective as of the date first set forth above.


**LANDLORD:**

ROCKVILLE MD I SGF, LLC,  
a Delaware limited liability company

By:   
Name: Ryan Gerrey  
Title: Authorized Signatory


**COUNTY:**

MONTGOMERY COUNTY, MARYLAND

By:  for 11/21/2024  
Name: Fariba Kassiri  
Title: Deputy Chief Administrative Officer

Approved as to form:

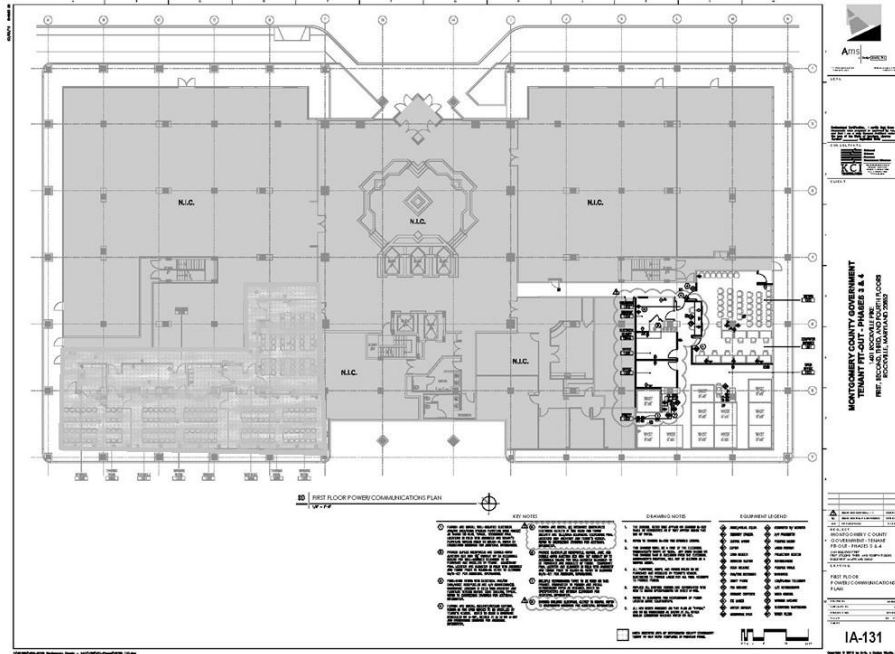
OFFICE OF THE MONTGOMERY  
COUNTY ATTORNEY:

By:   
Name: Neal Anker  
Title: Assistant County Attorney  
Date: 11/20/2024

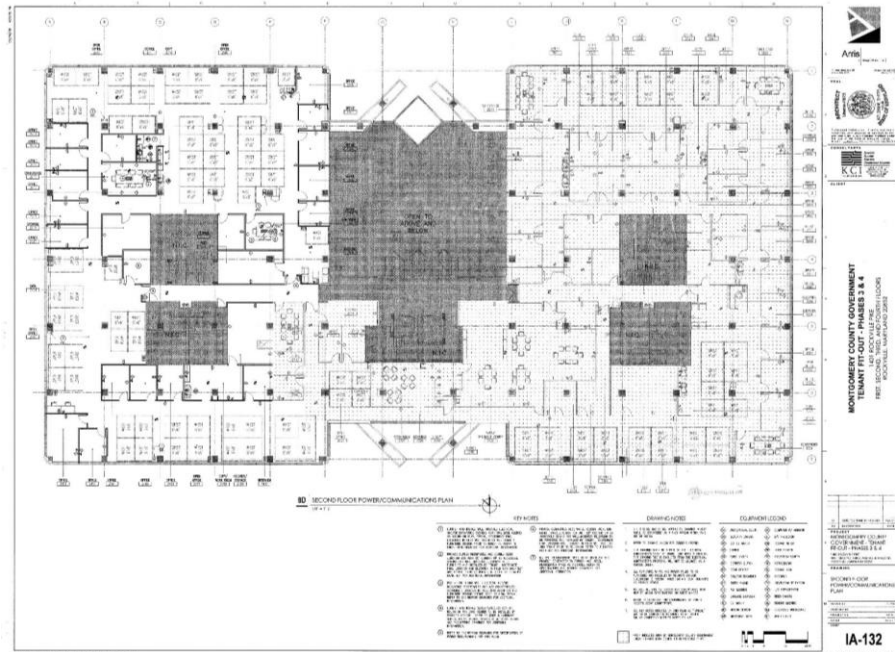
# EXHIBIT A

## Depiction of Premises

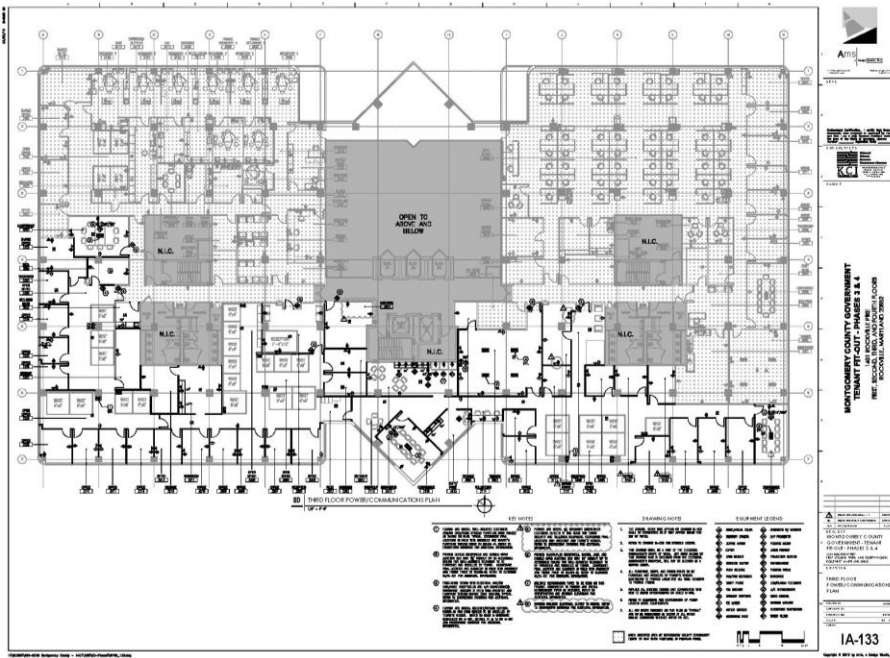
### First Floor



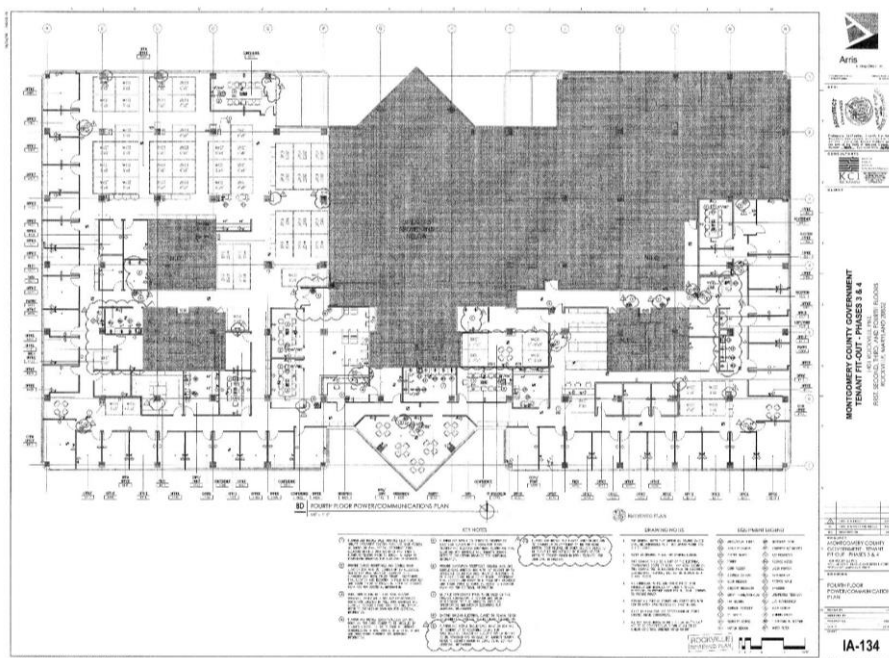
### Second Floor



### Third Floor



### Fourth Floor



**EXHIBIT B**

**HVAC Units**

UNIT	LOCATION	RESPONSIBLE PARTY
VRF 1- 5 and components	Multiple offices/Waiting areas	Landlord
DOAS Units 1-3 and components	Multiple Offices/Waiting Areas	Landlord
Ductless Mini Split CU2-CU4, CU5	3 <sup>rd</sup> Floor Server Room (former 311 call center)	Tenant
Ductless Mini Split CU3	2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> floors server rooms	Tenant
Mitsubishi Split	Suite 420 Conference	Tenant