

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE is entered into this 12 day of December, 2019⁸, by and between **GRANITE HEIGHTS ENTERPRISES, LLC** (“LANDLORD”), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (“COUNTY”); (LANDLORD and COUNTY, together, the “PARTIES”).

WITNESSETH:

WHEREAS, LANDLORD, by and through its predecessor in interest, F.D.R. Srour Partnership and its individual partners, and COUNTY entered into a Lease Agreement dated October 26, 2007 for property with an address of 14935A & 14935B Southlawn Lane, Rockville, Maryland 20850, containing a total of 118,249 gross square feet of building warehouse and office space (the “Property”); and

WHEREAS, the Lease was amended on February 15, 2013 whereby the Term of the Lease was extended through October 27, 2017 (Amendment 1”), and further amended on June 18, 2013 whereby the term of the Lease was extended through October 27, 2027 (“Amendment 2”) (the October 26, 2007 Lease Agreement, Amendment 1 and Amendment 2, together the “Lease”); and

WHEREAS, a copy of the Lease is attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt of which the Parties hereby acknowledge, the Parties modify the terms of the Lease as set forth herein.

1. Base Rent Schedule. Effective as of the date hereof, Amendment 1, paragraph 2, captioned ‘RENTAL ADJUSTMENTS’, and Amendment 2, paragraph 2, captioned “RENTAL ADJUSTMENTS” are hereby deleted in their entirety, and replaced with the following:

“It is agreed by the Parties that the annual rent payable by the COUNTY is set forth in the following schedule:

<u>YEAR</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
10/28/2018 - 10/27/2019	\$1,783,374.00	\$148,615.00
10/28/2019 - 10/27/2020	\$1,755,000.00	\$146,250.00
10/28/2020 - 10/27/2021	\$1,755,000.00	\$146,250.00
10/28/2021 - 10/27/2022	\$1,755,000.00	\$146,250.00
10/28/2022 - 10/27/2023	\$1,807,650.00	\$150,638.00
10/28/2023 - 10/27/2024	\$1,861,880.00	\$155,157.00
10/28/2024 - 10/27/2025	\$1,917,736.00	\$159,811.00
10/28/2025 - 10/27/2026	\$1,975,268.00	\$164,606.00
10/28/2026 - 10/27/2027	\$2,034,526.00	\$169,544.00”

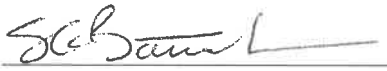
2. Landlord Services

The Parties agree that Landlord, at Landlord’s sole cost and expense, shall provide engineering services for a structural roof assessment of building 14935 B. The assessment is for purpose of determining the existing and potential future load capacity for proposed antennae and associated equipment. The engineering services provided by the Landlord shall include but not be limited to; verification of existing load capacity, engineered load calculation and assessment of proposed antennae equipment, recommended steel framing support work scope and permit drawings to obtain necessary permits for specified work.

3. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to Lease to be properly executed.

WITNESS TO LANDLORD:


By: BATTERDEN, STEPHEN

LANDLORD:
GRANITE HEIGHTS ENTERPRISES, LLC


Robert Srour, Managing Member

Date: _____

WITNESS:

By: Julie L White

Date: 12/12/18

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Fariba Kassiri
Fariba Kassiri, Assistant
Chief Administrative Officer

Date: 12/12/18

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

Date: 12/19/18

RECOMMENDED

By: [Signature]
Cynthia Brenneman, Director *GRANITE HEIGHTS*
Office of Real Estate *ASSIST*

Date: 12/7/18