

## FIRST AMENDMENT TO LEASE

**THIS FIRST AMENDMENT TO LEASE** (“**this First Amendment**”) is dated as of June 28, 2021 (“**Effective Date**”), by and between **ARE-1500 EAST GUDE, LLC**, a Delaware limited liability company, having an address at 26 North Euclid Avenue, Pasadena, California 91101 (“**Landlord**”), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, having an address at c/o Department of General Services, Office of Real Estate, 9<sup>th</sup> Floor, Rockville, Maryland 20850 (“**Tenant**”).

### RECITALS

A. Landlord and Tenant have entered into that certain Lease (“**Lease**”) dated as of February 25, 2021, wherein Landlord leased to Tenant certain premises containing approximately 21,400 rentable square feet located on the first floor of the building located at 1500 East Gude Drive, Rockville, Maryland 20850, as more particularly described in the Lease.

B. Landlord and Tenant desire to amend the Lease, among other things, to delete, terminate, and extinguish the Purchase Option, all on the terms and conditions set forth in this First Amendment.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree that the Lease is amended as follows:

1. **Definitions; Recitals.** Terms used in this First Amendment but not otherwise defined shall have the meanings set forth in the Lease. The Recitals form an integral part of this First Amendment and are hereby incorporated by reference.

2. **Termination and Extinguishment of Purchase Option.** Effective as of the Effective Date, (a) Section 37 of the Lease, which sets forth the terms and conditions of the Purchase Option, is hereby deleted and extinguished in its entirety and replaced with the words “Intentionally Deleted”, and (b) the table of contents is amended by deleting “Option to Purchase” and replacing such words with “Intentionally Deleted.”

3. **Miscellaneous.**

a. **Entire Agreement.** The Lease, as amended by this First Amendment, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The Lease, as so amended by this First Amendment, may be amended only by an agreement in writing, signed by the parties hereto.

b. **Binding Effect.** This First Amendment is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, members, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

c. **Broker.** Tenant represents and warrants that it has not dealt with any broker, agent, or other person (collectively, “**Broker**”) in connection with this First Amendment and that no Broker brought about this transaction. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any claims by any Broker claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this First Amendment.



Copyright © 2012. Alexandria Real Estate Equities, Inc. ALL RIGHTS RESERVED. Confidential and Proprietary. Do Not Copy or Distribute. Alexandria and Alexandria Logo are registered trademarks of Alexandria Real Estate Equities, Inc.

d. **Ratification; Conflicts.** Except as amended and/or modified by this First Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Lease, the provisions of this First Amendment shall prevail. Regardless of whether specifically amended by this First Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

e. **Counterparts/Electronic Signatures.** This First Amendment may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal E-SIGN Act of 2000, such as DocuSign) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this First Amendment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

[SIGNATURES APPEAR ON NEXT PAGE]



ALEXANDRIA

Copyright © 2012. Alexandria Real Estate Equities, Inc. ALL RIGHTS RESERVED. Confidential and Proprietary. Do Not Copy or Distribute. Alexandria and Alexandria Logo are registered trademarks of Alexandria Real Estate Equities, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment under seal as of the day and year first above written.

WITNESS:

LANDLORD:

ARE-1500 EAST GUDE, LLC,  
a Delaware limited liability company

By: ARE-QRS CORP.,  
a Maryland corporation,  
managing member

By: *Rachel Cook*

By: *Gregory Kay* (SEAL)  
Name: Gregory Kay  
Title: Senior Vice President  
Real Estate Legal Affairs

WITNESS:

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: *Julie White*

By: *A. Jerome Fletcher* (SEAL)  
Name: Jerome Fletcher  
Title: Assistant Chief Admin. Officer

APPROVED AS TO FORM AND  
LEGALITY—OFFICE OF THE  
COUNTY ATTORNEY

RECOMMENDED:

By: */s/ Neal Anker*  
Neal Anker  
Associate County Attorney

By: *Cynthia Brenneman*  
Cynthia Brenneman, Director  
Office of Real Estate

Date: June 24, 2021

Date: June 16, 2021



Copyright © 2012. Alexandria Real Estate Equities, Inc. ALL RIGHTS RESERVED. Confidential and Proprietary. Do Not Copy or Distribute. Alexandria and Alexandria Logo are registered trademarks of Alexandria Real Estate Equities, Inc.