

## FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT LEASE TO LEASE AGREEMENT (the "Fourth Amendment") is executed effective as of the 30<sup>th</sup> day of September, 2020 (the "Fourth Amendment Effective Date"), by and between PRI/19467 FISHER AVENUE LLC, a Maryland limited liability company, ("Landlord"), successor in interest to Milford Mill Limited Partnership, and MONTGOMERY COUNTY, MARYLAND ("County") (The Landlord and County together, the "Parties").

### RECITALS:

WHEREAS, Landlord and Tenant are Parties to that certain Lease Agreement dated October 6, 2000, as amended by that certain First Amendment to Lease Agreement ("First Amendment") dated August 2, 2005, as amended by that certain Second Amendment to Lease Agreement ("Second Amendment") dated August 9, 2010, as amended by that certain Third Amendment to Lease Agreement ("Third Amendment") dated June 25, 2020 (collectively, the "Lease") whereby Tenant leases from Landlord approximately 7,000 square feet of retail space in the Poolesville Town Center ("Shopping Center") known as Stores 4, 5, 6, 7, 8 and 9, having an address of 19623, 19652, 19627, 19629, 19631 and 19633 Fisher Avenue, Poolesville, Maryland ("Leased Premises"); and

WHEREAS, Landlord has requested a modification to the Rent Abatement schedule described in Paragraph 4 of the Third Amendment and County has agreed to such modification, as further detailed below; and

WHEREAS, Landlord and County desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this Fourth Amendment.

### WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows.

1. **Definitions.** The recitals contained above are true to the best of the Parties' knowledge and are incorporated by reference herein. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.

2. **Rent Abatement.** Paragraph 4 of the Third Amendment is hereby deleted and replaced with the following:

"In consideration for the County's compliance with the terms and conditions set forth in the Lease as amended, the County shall only pay fifty percent (50%) of the Base Monthly Rent for the following ten (10) months of the Third Extended Term: **for the three (3) month period dating July 1, 2020 through September 30, 2020 and the seven (7) month period dating January 1, 2021 through July 31, 2021**, for a total rent abatement of Sixty-seven

Thousand Eighty-One Dollars and Eight-Five Cents (\$67,081.85).”

3. **Brokers.** Landlord represents and warrants to County that Landlord has not employed any broker, agent or finder, in carrying on the negotiations relating to this Fourth Amendment, and Landlord will indemnify, defend and hold County harmless from any claims for commissions or fees due from any person claiming to represent Landlord. County represents and warrants to Landlord that County has not employed any broker, agent or finder, in carrying on the negotiations relating to this Fourth Amendment, and County will indemnify, defend and hold Landlord harmless from any claims for commissions or fees due from any person claiming to represent County.

4. **Terms and Conditions.** This Fourth Amendment (including any and all exhibits, addenda and/or riders attached to this Fourth Amendment, each of which is hereby made a part of this Fourth Amendment with full force and effect as is set forth herein) contains the entire agreement of the Parties in regard to the Leased Premises and this Fourth Amendment. Except as amended hereby, all of the terms and conditions of the Lease shall be and remain in full force and effect.

5. **Ratification of Agreement.** This Fourth Amendment will not be binding upon any party until this document has been executed by all Parties thereto.

[signatures appear on following page]

IN WITNESS WHEREOF, Landlord and County have executed and delivered this Fourth Amendment under seal on the date first above written.

Witness/Attest:

Julie White

COUNTY:

MONTGOMERY COUNTY,  
MARYLAND

By: A. Jerome Fletcher

Name: Jerome Fletcher

Title: Asst. Chief Administrative  
Officer

10/12/2020

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By: Neal Anker

Name: Neal Anker

Title: Associate County Attorney

Date: 10/08/2020

RECOMMENDED

By: Cynthia Brenneman

Name: Cynthia Brenneman

Title: Director Office of Real Estate

Date: 10/07/2020

Witness/Attest:

[Signature]

LANDLORD:

**PRI/19647 FISHER AVENUE LLC,**  
a Maryland limited liability company

By: Nicholas V Papadopoulos

Name: Nicholas V Papadopoulos

Title: President PRI INC

Date: 10/02/2020