

SIXTH AMENDMENT TO LEASE

May

This Sixth Amendment to Lease ("Amendment") is made and entered into March 23 2019 by and between EB CLARKSBURG, LLC, a Delaware limited liability company as successor-in-interest to FP Gateway 270, LLC, a New Jersey limited liability company ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland ("County").

WITNESSETH:

WHEREAS, Landlord (through its predecessor-in-interest) and the County are parties to a Lease dated September 21, 2005, as amended by First Amendment to Lease dated October 25, 2005, Second Amendment to Lease dated December 17, 2008, Third Amendment to Lease dated June 25, 2010, Fourth Amendment to Lease ("Fourth Amendment") dated December 16, 2011, and Fifth Amendment to Lease ("Fifth Amendment") dated February 21, 2019 (collectively, the "Lease"), whereby the County leases from Landlord certain premises containing approximately Nine Thousand, Eight Hundred Twenty-Three (9,823) square feet of warehouse space, known as Suite 300 (the "Premises"), located at Building Two, 22610 Gateway Center Drive, Clarksburg, Maryland (the "Building"), for a term that expired on November 23, 2018 (the "Current Term"); and

WHEREAS, Landlord and the County wish to amend the Lease by correcting the rent table found in the Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein made, Landlord and the County hereby enter into this Amendment to Lease and state as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.
2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning as they have been assigned in the Lease.
3. Rent. During the New Extension Term, the County shall pay Rent in the amounts set forth in the following schedule:

Time Period	Per Square Foot Rate	Annual Rent	Monthly Installment
11/24/18 – 11/23/19	\$15.50	\$152,256.50	\$12,688.04
11/24/19 – 11/23/20	\$15.97	\$156,873.31	\$13,072.78
11/24/20 – 11/23/21	\$16.45	\$161,588.35	\$13,465.70
11/24/21 – 11/23/22	\$16.94	\$166,401.62	\$13,866.80
11/24/22 -11/23/23	\$17.45	\$171,411.35	\$14,284.28

4. Brokers. The County represents and warrants to Landlord that the County has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Amendment, other than Jones Lang LaSalle Brokerage, Inc. ("Broker"). The Broker shall be paid brokerage commissions pursuant to a separate agreement between Landlord and said Broker. Landlord and the County shall indemnify and hold harmless the other from and against any claims for brokerage or other commission arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty.

5. Ratification. Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and the County. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

[Signature on Following Page.]

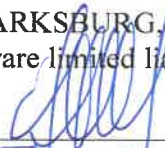
IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:

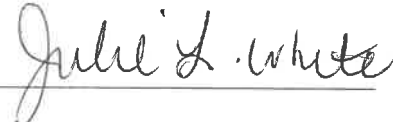

Jarara Radulovic

LANDLORD:

EB CLARKSBURG, LLC,
a Delaware limited liability company


By: 
Name: Julian DeAngelo
Its: Authorized Signatory

WITNESS/ATTEST:



Julie L. White

THE COUNTY:

Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland

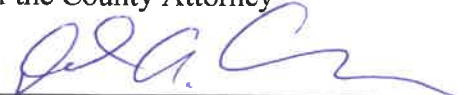
By:  (SEAL)
Fariba Kassiri
Assistant Chief Administrative Officer
Date:

Recommended:

By: 
Cynthia Brennerman
Director, Office of Real Estate
Date: 5/10/19

Approved as to form and legality:

Office of the County Attorney

By: 

Name: Neal Anker
Title: Associate County Attorney
Date: 5/10/19