

## SEVENTH AMENDMENT TO LEASE

This Seventh Amendment to Lease ("Amendment") is made and entered into <sup>September</sup> ~~August~~ <sup>6,</sup> 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 that certain First Amendment to Lease dated October 25, 2005 (the "First Amendment"), that certain Second Amendment to Lease dated December 17, 2008 (the "Second Amendment"), that certain Third Amendment to Lease dated June 25, 2010 (the "Third Amendment"), that certain Fourth Amendment to Lease dated December 16, 2011 (the "Fourth Amendment"), that certain Fifth Amendment to Lease dated February 21, 2019 (the "Fifth Amendment"), and that certain Sixth Amendment to Lease dated May 23, 2019 (the "Sixth Amendment") (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"); and

WHEREAS, Landlord and the County wish to amend the Lease by providing for the improvement of the Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained in the lease and herein made, Landlord and the County hereby enter into this Amendment and agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Amendment by reference as if fully stated herein.
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. Landlord's Work. Paragraph 4 of the Fifth Amendment is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Subject to the further conditions of this paragraph, Landlord shall construct the following alterations and improvements to the Premises (collectively, "Landlord's Work"): install carpet in the Premises, paint the interior walls of the Premises with one coat of paint, and perform such other modifications and improvements as Landlord and Tenant may mutually agree. Landlord shall perform Landlord's Work using Building standard materials and installations, in a good and workmanlike manner and in compliance with applicable laws, codes and regulations. Tenant agrees that Landlord may

make any changes in Landlord's Work, the necessity or desirability of which becomes apparent following the date of this Amendment, upon prior written notice to Tenant for non-substantial changes and with the approval of Tenant (which approval shall not be unreasonably withheld or delayed) for substantial changes. In addition to the foregoing, Tenant may provide Landlord with changes and additions to the Landlord's Work after the date hereof. Upon Landlord's approval of such changes, which approval shall not be unreasonably withheld or delayed, Landlord agrees to construct or install such additional items, provided that if Landlord reasonably determines that such change or addition will increase the cost of Landlord's Work to be in excess of the Landlord's Contribution (as defined below), Landlord shall notify Tenant of such in writing, and upon Tenant's approval of the excess cost, which approval shall be in Tenant's sole discretion, Tenant shall deposit with Landlord an amount sufficient to pay for such excess cost. Except as affected by Landlord's Work, Tenant agrees to and has accepted the Premises in "as is" condition as of the date of this Amendment. Landlord shall provide Tenant with an allowance of up to \$176,814.00 ("Landlord's Contribution") for the Landlord's Work. Upon the completion of the Landlord's Work, Landlord shall provide Tenant an accounting and invoices of the cost of Landlord's Work, together with lien waivers and proof of payment for the Landlord's Work related to all of the costs incurred by Landlord in the completion of the Landlord's Work (the "Landlord's Work Cost Documentation"). Landlord shall provide the Landlord's Work Cost Documentation not later than three (3) months after completion of the Landlord's Work. In the event that the cost of the Landlord's Work exceeds the Landlord's Contribution, then and in such event, and subject to the appropriation of funds, within thirty (30) days of receipt of the Landlord's Work Cost Documentation, Tenant shall reimburse Landlord for the amount by which the cost of the Landlord's exceeds the Landlord's Contribution. In the event that the cost of the Landlord's Work is less than the Landlord's Contribution, Tenant hereby agrees that such amount shall be retained by Landlord. For purposes of this paragraph, "cost" shall be the actual cost to Landlord of performing the Landlord's Work, including, without limitation, all architectural and engineering fees and expenses, if any, all contractor charges for the cost of labor and materials, profit, general conditions and overhead and supervision and all filing fees and other permitting costs, together with a fee in the amount of five percent (5%) of the cost of all improvements, which fee shall be retained by Landlord from the Landlord's Contribution for review and supervision of the construction and installation of the Landlord's Work."

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 a 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:

  
Jovana Rudulovic

LANDLORD:

EB CLARKSBURG, LLC,  
a Delaware limited liability  
company

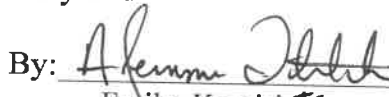
  
By: \_\_\_\_\_  
Name: Shlomo Khardari  
Its: Authorized Signatory

WITNESS/ATTEST:


  
Julie L. White

THE COUNTY:

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

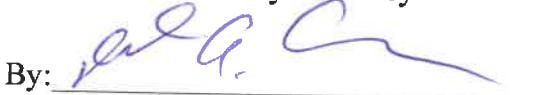
By:  (SEAL)  
Fatima Kassiri ~~JEROME FLETCHER~~  
Deputy Chief Administrative  
Officer Date:

Recommended:

By:   
Cynthia Brennerman  
Director, Office of Real Estate  
Date:

Approved as to form and legality:

Office of the County Attorney

By:   
Name: Neal Anker  
Title: Associate County Attorney  
Date: